

NOTICE INVITING TENDER (E-PROCUREMENT MODE)

NATIONAL INSTITUTE OF TECHNOLOGY, DURGAPUR

MAHATMA GANDHI AVENUE
DURGAPUR –713 209, WEST BENGAL, INDIA
Website: www.nitdgp.ac.in

Department of Chemistry

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NOTICE INVITING TENDER NO.: NITD/CY/UA/MWS/2019-20/01	Date: 31/12/2019
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National Institute of Technology Durgapur is in the process of purchasing following item(s) as per details as given as under.

Items	Microwave Reactor
Earnest Money Deposit to be submitted	Rs. 17000/- (In favour of “NIT Durgapur” payable at Durgapur). (EMD exemption is applicable as per GFR 2017).
Installation and Commissioning	Required
Warranty	Comprehensive onsite warranty for 12 months after successful installation
GST	@5% (against DSIR certificate) whenever applicable.
Performance security	The successful bidder must submit a valid bank guarantee payable to “National Institute of Technology Durgapur amounting 6% of the order value towards Performance Security and valid for the warranty period + 60 days (total 14 months).
Calendar Completion/Delivery Period in Days	Within 60 days from receiving of purchase order

Tender Documents may be downloaded from ITI Procurement Portal <https://mhrd.euniwizarde.com>. Aspiring Bidders who have not enrolled / registered in e-wizard should enroll / register before participating through the website <https://mhrd.euniwizarde.com>. Bidders are advised to go through instructions provided at “Instructions for online Bid Submission”.

SCHEDULE

Name of Organization	National Institute of Technology Durgapur
Tender Type (Open/Limited/EOI/Auction/Single)	Open
Tender Category (Services/Goods/works)	Goods
Type/Form of Contract (Work/Supply/ Auction/Service/Buy/Empanelment/ Sell)	Buy
Product Category (Civil Works/Electrical Works/Fleet Management/ Computer Systems)	Equipment
Source of Fund (Institute/Project)	Project
Is Multi Currency Allowed	YES
Date of Issue/Publishing	31/12/2019
Document Download/Sale Start Date	31/12/2019
Document Download/Sale End Date	21/01/2020(17:30 Hrs.)
Date for Pre-Bid Conference	N/A
Venue of Pre-Bid Conference	N/A
Bid Submission Start Date	31/12/2019
Last Date and Time for Uploading of Bids	21/01/2020(17.35 Hrs.)
Date and Time of Opening of Technical Bids	22/01/2020(10.00 Hrs.)
Tender Fee	Rs. NIL /- (For Tender Fee)
EMD	Rs.17000/- (In favour of “NIT Durgapur” payable at Durgapur)
No. of Covers (1/2/3/4)	02
Bid Validity days (180/120/90/60/45/30)	60days (From last date of opening of price bid)
Address for Communication	Dr. Utpal Adhikari, Department of Chemistry National Institute of Technology, Durgapur M. G. Avenue. Durgapur -713209, West Bengal. INDIA
Contact No.	+91-9434788165
Email Address	utpal.adhikari@ch.nitdgp.ac.in
ITI Helpdesk Contact No. and mail address	Helpdesk Number - 011-4960 6060 helpdeskeuniwizarde@gmail.com Mr SK Tariq- 7978416916 ewizardtariq@gmail.com Mr Siddharth Ghosh – 9355030604 ewizardsiddharth@gmail.com

Instructions for Online Bid Submission:

As per the directives of MHRD, this tender document has been published in the ITI Procurement Portal (URL: <https://mhrd.euniwizarde.com>). The bidders are required to submit soft copies of their bids electronically on the ITI portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the ITI Portal, prepare their bids in accordance with the requirements and submitting their bids online on the ITI Portal.

More information useful for submitting online bids on the ITI Portal may be obtained at:

PROCEDURE FOR SUBMISSION OF E-TENDER

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates (Both Signing and Encryption). Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information bidders may visit the e-Wizard Portal <https://mhrd.euniwizarde.com>

1. REGISTRATION PROCESS ON ONLINE PORTAL

1. Bidders to enroll on the e-Procurement module of the portal **<https://mhrd.euniwizarde.com>** by clicking on the link “Bidder Enrolment” as per portal norms.
2. The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Wizard Portal.
3. Bidders to register upon enrolment their valid Digital Signature Certificate (DSC: Class III Certificates with both signing and encryption) issued by any Certifying Authority recognized by CCA India with their profile.
4. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse. Foreign bidders are advised to refer “DSC details for Foreign Bidders” for Digital Signature requirements on the portal.
5. Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

2 TENDER DOCUMENTS SEARCH

1. Various built-in options are available in the e-Wizard Portal which facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
2. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, a form of contract, location, date, other keywords, etc. to search for a tender published on the Online Portal.
3. Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective ‘Interested Tender’ folder. This would enable the Online Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

4. Bidders must pay required payments (Tender fee, EMD, Tender Processing Fee etc as available on the portal), before submitting the bid.
5. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

3. BID PREPARATION

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
4. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF / XLS / PNG, etc. formats.
5. Bidders are recommended to use PDF files for uploading the documents and file size must not cross 5MB. Only price bid sheet will be in Excel format.

4. BID SUBMISSION

1. Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder to select the payment option to pay the tender fee/ EMD wherever applicable and enter details of the instrument.
4. A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.
5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

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NOTICE INVITING TENDER NO.: NITD/CY/UA/MWS/2019-20/01	Date: 31/12/2019
Sub: INVITATION FOR TENDERS FOR SUPPLY AND INSTALLATION OF INSTRUMENTS (<i>Microwave Reactor</i>) In the Department of Chemistry, <i>NIT DURGAPUR</i>	

Invitation for Tender Offers

National Institute of Technology Durgapur invites online Bids (Technical bid and Commercial bid) from eligible and experienced OEM (Original Equipment Manufacturer) OR OEM Authorized Dealer for **Microwave Reactor** (warranty period as stated) with on site comprehensive warranty from the date of successful installation of the system as per terms & conditions specified in the tender document, which is available on ITI e-procurement Portal <https://mhrd.euniwizarde.com>

Sl. No.	Name of the Instrument	Specifications	Approx. Qty.*
01.	Microwave Reactor	<p><u>System composition:</u> Microwave Reactor composed of Microwave-Ultrasonic-Ultraviolet Synthesis/Extraction system</p> <p><u>System's specification:</u></p> <ul style="list-style-type: none"> (i) Microwave Frequency : 2450 MHz (ii) Installed Microwave power: 1800 watt (iii) Microwave Output Power : 1000 W, non-pulsed continuously automatic variable frequency control with an increment of 1 W. (iv) UV light set up: UV light of wavelength 365nm with a power of 300W should be attached. (v) Ultrasonic set up: Ultrasonic Working frequency: 26-28KHz; Power control range should be from 0 to 800W (vi) User Interface: - Icon based GUI. Graphical Output. Real Time Status Display (vii) Magnetic Stirring : Instrument should have High Speed Magnetic Stirring facility, stirring speed is adjustable and will be displaying on the screen. (viii) Exhaust system of chamber: Corrosion-Resistant motor, with Air of 3.8 m³/min (ix) Integrated Systems: The system should be equipped with Inert Gas purging facility, reflux and vacuum (x) Operating Condition : 10⁰C - 60⁰C, 10%-90% Humidity, Non-Condensing (xi) Operating Voltage & Current: 220/240 VAC, Non-Fluctuating Supply 50/60 Hz , 15 Amp (xii) Maximum Output Power: 1000 W, Non-Pulsed Continuous Automatic Variable Frequency Control with an increment of 1 Watt 	One

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| | | <p>(xiii) Temperature Measurement and Control System: The instrument should be equipped with High Precision IR sensor & Pt sensor to adapted for automatic recognition and intelligent control of temperature operating from 0°C to 300°C with a Precision: +/- 1°C</p> <p>(xiv) Monitoring: Instrument should have a HD camera with TFT Display to monitor the reaction inside the cavity.</p> <p>(xv) Display : Instrument should have a Large (at least 7")wide-format, High Resolution, Acid-resistant touch screen display for easy operation.</p> <p>(xvi) Software : Instruments should have preloaded software to precisely control and adjust Microwave Power, Temperature, Time, Stirring Speed, UV Light and Ultrasonic Power</p> <p>(xvii) Safety : The instrument should be equipped with intelligent Over heat Cut off. System Cooling malfunction warning. Door Ajar warning. (With Message and Buzzer)</p> <p>(xviii) Material : Both internal (cavity) and outer construction of the instrument should be made up of Industrial Grade Corrosion resistant Stainless Steel 316</p> <p><u>Essential accessories:</u></p> <p>(i) The instrument should be supplied with different volume of the glass vessel like (25ml, 50ml, 100ml, 250ml, 500ml), Reflux condensing, water oil separator, T connector.</p> <p>(ii) The instrument should be supplied with different volume of the Quartz vessel (100ml, 250ml)</p> | |
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Validity of quotation required: 90 days

Delivery Period: 60 days from the date of opening of LC.

Place of Delivery: Department of Chemistry, NIT Durgapur

Customs clearance, Delivery: Responsibility of the bidder. Necessary documents will be provided by the Institute on demand. No demurrage charge will be entertained.

Installation / commissioning / demonstration requirement: Installation, commissioning, complete demonstration and successful running at Department of Chemistry, NIT, Durgapur at the cost of the supplier.

A complete set of tender documents may be downloaded by prospective bidder from the website <https://mhrd.euniwizarde.com>

Documents to be submitted in the Technical Folder:

1. Digitally signed copy of the filled in Notice Inviting Tender (NIT). Along with NIT, bidders should submit the technical specification of the items.
2. List of Other Important Documents

Sl. No.	Category	Sub Category	Sub Category Description
1	Certificate Details	Affidavit regarding No Near Relative working in department	Affidavit regarding No Near Relative working in department
		GST Registration Certificate	GST Registration Certificate
		Partnership Deed (If applicable)	Partnership Deed
		Permanent Account Number	Permanent Account Number Details
		Power of Attorney (If applicable)	Power of Attorney
		Registration Certificate	Registration Certificate Details
2	Financial Details	Annual Turn Over Details	Annual Turn Over Details
		Audited Profit and Loss Account and Balance Sheet Details for last 3 Years	Audited Profit and Loss Account and Balance Sheet Details for last 3 Years
3	Work Details	Existing Commitments	Existing Commitments Details
		Works Completed	Works Completed Details

Terms & Conditions Details

Sl. No.	Particulars / Specification
1	Due date: The tender has to be submitted on-line before the due date. The offers received after the due date and time will not be considered. No manual bids will be considered.
2	Preparation of Bids: The offer/bid should be submitted in two bid systems (i.e.) Technical bid and financial bid. The technical bid should consist of all technical details along with commercial terms and conditions. Financial bid should indicate total price inclusive of all taxes for the items mentioned in the technical bid in the given format. The Technical bid and the financial bid should be submitted Online.
3	EMD (if applicable): The tenderer should submit an EMD amount through Bank draft in favour of "NIT Durgapur" payable at Durgapur.. The Technical Bid without EMD would be considered as UNRESPONSIVE and will not be accepted. The EMD will be refunded without any interest to the unsuccessful bidders after the award of contract.
4	Refund of EMD: The EMD will be returned to unsuccessful Tenderer only after the Tenders are finalized. In case of successful Tenderer, it will be retained till submission of performance security
5	Opening of the tender: The online bid will be opened by a committee duly constituted for this purpose. Online bids (complete in all respect) received along with EMD (if any) will be opened as per Schedule. Bid received without EMD (if any) will be rejected straight way. The technical bid will be opened online first and it will be examined by a technical committee (as per specification and requirement). The financial offer/bid will be opened only for the offer/bid which technically meets all requirements as per the specification.
6	Acceptance/ Rejection of bids: The Committee reserves the right to reject any or all offers without assigning any reason whatsoever.
7	Pre-qualification criteria:

	<p>(i) Bidders should be the manufacturer / authorized dealer. A valid Letter of Authorization from original equipment manufacturer (OEM) on the same and specific to the tender should be enclosed.</p> <p>(iii) OEM should be internationally reputed Branded Company.</p> <p>(iv) Non-compliance of tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between bidder specification and supporting documents etc. may lead to rejection of the bid.</p> <p>(v) In the tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.</p> <p>(vi) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.</p>
8	<p>Performance Security: The supplier shall require to submit the performance security in the form of irrevocable bank guarantee issued by any Indian Nationalized Bank for an amount which is stated in the tender document, within 21 days from the date of receipt of the purchase order and should be kept valid for a period of 60 days beyond the date of completion of warranty period.</p>
9	<p>Force Majeure: The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <ul style="list-style-type: none"> • For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. • If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
10	<p>Risk Purchase Clause: In event of failure of supply of the item/equipment within the stipulated delivery schedule, the purchaser has all the right to purchase the item/equipment from the other source on the total risk of the supplier under risk purchase clause.</p>
11	<p>Packing Instructions: Each package will be marked on three sides with proper paint/indelible ink, the following:</p> <ol style="list-style-type: none"> i. Item Nomenclature ii. Order/Contract No. iii. Country of Origin of Goods iv. Supplier's Name and Address v. Consignee details vi. Packing list reference number
12	<p>Delivery and Documents:</p> <p>Delivery of the goods should be made within a 60 days from the date of opening of LC. Within 24 hours of shipment, the supplier shall notify the purchaser and the insurance company by cable/telex/fax/e mail the full details of the shipment including contract number, railway receipt number/ AAP etc. and date, description of goods, quantity, name of the consignee, invoice etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:</p> <ol style="list-style-type: none"> 1. 4 Copies of the Supplier invoice showing contract number, goods' description, quantity 2. unit price, total amount; 3. Insurance Certificate if applicable; 4. Manufacturer's/Supplier's warranty certificate; 5. Inspection Certificate issued by the nominated inspection agency, if any 6. Supplier's factory inspection report; and 7. Certificate of Origin (if possible by the beneficiary); 8. Two copies of the packing list identifying the contents of each package. 9. The above documents should be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses
13	<p>Delayed delivery: If the delivery is not made within the due date for any reason, the Committee will have the right to impose penalty 0.5% per week and the maximum deduction is 5% of the contract value / price. The purchaser has the right to cancel the purchase order when the maximum</p>

	late delivery period is over.
14	<p>Prices: The price should be quoted in net per unit and must include all packing and delivery and insurance charges.The offer/bid should be exclusive of taxes and duties, which will be paid by the purchaser as applicable. However, the percentage of taxes & duties shall be clearly indicated. The price should be quoted without custom duty and excise duty, since NIT Durgapur is exempted from payment of Excise Duty and is eligible for concessional rate of custom duty. Necessary certificate will be issued on demand.</p> <p>In case of imports, the price should be quoted on FOR NIT Durgapur Basis only.The vendor has the responsibility for clearing and forwarding up to NIT Durgapur. Necessary documents will be provided as and when demanded.</p>
15	<p>Notices: For the purpose of all notices, the following shall be the address of the Purchaser Purchaser:Dr. UtpalAdhikari, Department of Chemistry National Institute of Technology, Durgapur M. G. Avenue. Durgapur -713209, West Bengal. Contact No.: 91-9434788165</p>
16	<p>Progress of Supply: Wherever applicable, supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:</p> <ol style="list-style-type: none"> 1. Quantity offered for inspection and date; 2. Quantity accepted/rejected by inspecting agency and date; 3. Quantity dispatched/delivered to consignees and date; 4. Quantity where incidental services have been satisfactorily completed with date; 5. Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date; 6. Date of completion of entire Contract including incidental services, if any; and 7. Date of receipt of entire payments under the Contract (In case of stage-wise inspection, details required may also be specified).
17	<p>Inspection and Tests: Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <ul style="list-style-type: none"> • After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications attached to the purchase order. Manufacturer's test certificate with data sheet shall be issued to this effect and submitted along with the delivery documents. The purchaser shall be present at the supplier's premises during such inspection and testing if need is felt. The location where the inspection is required to be conducted should be clearly indicated. The supplier shall inform the purchaser about the site preparation, if any, needed for installation of the goods at the purchaser's site at the time of submission of order acceptance. • The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the equipment is installed at purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble free operation and ascertaining conformity with the ordered specifications and quality. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified. • In the event of the ordered item failing to pass the acceptance test, a period not exceeding one weeks will be given to rectify the defects and clear the acceptance test, failing which the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser. • Successful conduct and conclusion of the acceptance test for the installed goods and equipment shall also be the responsibility and at the cost of the Supplier.
18	<p>Resolution of Disputes: The dispute resolution mechanism to be applied pursuant shall be as follows:</p> <ul style="list-style-type: none"> • In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled inaccordance with the Indian Arbitration& Conciliation Act, 1996, the rules there under and anystatutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The disputeshall be referred to the Director, National Institute of Technology Durgapur and if he is unable orunwilling to act, to the sole arbitration of some other person appointed by him willing to act as suchArbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

	<ul style="list-style-type: none"> In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The venue of the arbitration shall be the place from where the order is issued.
19	Applicable Law: Settlement of any dispute will be made under the jurisdiction of Durgapur Court.
20	Right to Use Defective Goods If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.
21	Supplier Integrity The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.
22	Training The Supplier is required to provide training to the designated Purchaser's technical and end user personnel to enable them to effectively operate the total equipment.
23	Installation & Demonstration The supplier is required to done the satisfactory installation and demonstration of the equipment within one month of the arrival of materials at the NITDurgapur site of installation, otherwise the order will be treated as cancelled. In case of any missappearing/damage to equipment and supplies during the carriage of supplies from the origin of equipment to the installation site, the supplier has to replace it with new equipment/supplies immediately at his/her own risk. Supplier will settle his/her claim with the insurance company as per his convenience. NITDurgapur will not be liable to any type of losses in any form.
24	Insurance: up to NIT DURGAPUR and is the responsibility of the vendor (as price to be quoted on FOR Nit Durgapur basis.
25	Incidental services: The incidental services also include: <input type="checkbox"/> Furnishing of 01 set of detailed operations & maintenance manual. <input type="checkbox"/> Arranging the shifting/moving of the item to their location of final installation within NITD premises at the cost of Supplier through their Indian representatives.
26	Warranty: (i) Warranty period shall be from date of installation of Goods at the NITD site of installation. The Supplier shall, in addition, comply with the performance and/orconsumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion make suchchanges, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense andto carry out further performance tests. The warranty should be comprehensive on site. (ii) The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall immediately within in 02 days arrange to repair or replace the defective goods or parts thereof free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. The period for correction of defects in the warranty period is 02 days. If the supplier having been notified fails to remedy the defects within 02 days, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expenses and without prejudice to any other rights, which the purchaser may have against the supplier under the contract. (iii) The warranty period should be clearly mentioned. The maintenance charges (AMC) under different schemes after the expiry of the warranty should also be mentioned. The comprehensive warranty will commence from the date of the satisfactory installation/commissioning of the equipment against the defect of any manufacturing, workmanship and poor quality of the components. (iv) After the warranty period is over, Annual Maintenance Contract (AMC)/Comprehensive

	Maintenance Contract (CMC) up to next two years should be started. The AMC/CMC charges will not be included in computing the total cost of the equipment.
27	Governing Language The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.
28	Applicable Law The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction.
29	Notices <ul style="list-style-type: none"> • Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, FAX or e mail and confirmed in writing to the other party's address. • A notice shall be effective when delivered or on the notice's effective date, whichever is later.
30	Taxes Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.
31	Duties NIT Durgapur is exempted from paying custom duty and necessary "Custom Duty Exemption Certificate" can be issued after providing following information and Custom Duty Exemption Certificate will be issued to the shipment in the name of the Institute, (no certificate will be issued to third party): The procured product should be used for teaching, scientific and research work only. a) Shipping details i.e. Master Airway Bill No. and House Airway No. (if exists) b) Forwarder details i.e. Name, Contact No., etc. NIT Durgapur is exempted from paying Excise Duty and necessary Excise Duty Exemption Certificate will be provided for which following information are required. b) Quotation with details of Basic Price, Rate, Tax & Amount on which ED is applicable c) Supply Order Copy d) Performa-Invoice Copy.
32	Agency Commission: Agency commission if any will be paid to the Indian agent in Rupees on receipt of the equipment and after satisfactory installation. Agency Commission will not be paid in foreign currency under any circumstances. The details should be explicitly shown in Tender even in case of Nil commission. The tenderer should indicate the percentage of agency commission to be paid to the Indian agent.
33	Payment: (i) For imported items Payment will be made through irrevocable Letter of Credit (LC)/ Cash Against Documents (CAD)/Against delivery/after satisfactory installation by T.T. Letter of Credit (LC) will be established in favour of foreign Supplier after the submission of performance security. The letter of credit (LC) will be established on the exchange rates as applicable on the date of establishment. For Imports, LC will be opened for 100% FOB/CIF value. 80% of the LC amount shall be released on presentation of complete and clear shipping documents and 20% of the LC amount shall be released after the installation and demonstration of the equipment at the INST site of installation in faultless working condition for period of 60 days from the date of the satisfactory installation and subject to the production of unconditional performance bank guarantee as specified in Clause 8 of tender terms and conditions. (ii) For Indigenous supplies, 100% payment shall be made by the Purchaser against delivery, inspection, successful installation, commissioning and acceptance of the equipment at NIT Durgapur in good condition and to the entire satisfaction of the Purchaser and on production of unconditional performance bank guarantee as specified in Clause 8 of tender terms and conditions. (iii) Indian Agency commission (IAC), if any shall be paid after satisfactory installation & commissioning of the goods at the destination at the exchange rate prevailing on the date of negotiation of LC documents, subject to DGS&D registration for restricted items. (iv) All the bank charges within India will be borne by the Institute and outside India will be borne by the supplier
34	Technical data sheet and User list: Brochure from OEM detailing technical specifications and

	performance, list of industrial and educational establishments where the items enquired have been supplied must be provided. (Ref. Annexure-II)
35	<p>Manuals and Drawings</p> <p>(i) Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications.</p> <p>(ii) The Manuals shall be in the ruling language (English) in such form and numbers as stated in the contract.</p> <p>(iii) Unless and otherwise agreed, the goods equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawing have been supplied to the Purchaser.</p>
36	<p>Application Specialist: The Tenderer should mention in the Techno-Commercial bid the availability and names of Application Specialist and Service Engineers in the nearest regional office. (Ref. to Annexure-II)</p>
37	<p>Site Preparation: The supplier shall inform to the Institute about the site preparation, if any, needed for the installation of equipment, immediately after the receipt of the purchase order. The supplier must provide complete details regarding space and all the other infrastructural requirements needed for the equipment, which the Institute should arrange before the arrival of the equipment to ensure its timely installation and smooth operation thereafter. The supplier shall visit the Institute and see the site where the equipment is to be installed and may offer his advice and render assistance to the Institute in the preparation of the site and other pre installation requirements.</p>
38	<p>Spare Parts</p> <p>The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p>i. Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and</p> <p>ii. In the event of termination of production of the spare parts:</p> <p>iii. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and</p> <p>iv. Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.</p> <p>Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.</p>
39	<p>Defective Equipment: If any of the equipment supplied by the Tenderer is found to be substandard, refurbished, un-merchantable or not in accordance with the description/specification or otherwise faulty, the committee will have the right to reject the equipment or its part. The prices of such equipment shall be refunded by the Tenderer with 18% interest if such payments for such equipment have already been made. All damaged or unapproved goods shall be returned at suppliers cost and risk and the incidental expenses incurred thereon shall be recovered from the supplier. Defective part in equipment, if found before installation and/or during warranty period, shall be replaced within 30days on receipt of the intimation from this office at the cost and risk of supplier including all other charges. In case supplier fails to replace above item as per above terms & conditions, NIT Durgapur may consider "Banning" the supplier.</p>
40	<p>Termination for Default</p> <p>The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:</p> <p>i. If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser; or</p> <p>ii If the Supplier fails to perform any other obligation(s) under the Contract.</p> <p>iii If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p><input type="checkbox"/> For the purpose of this Clause:</p> <p>i. “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>ii. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at</p>

	<p>artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;”</p> <p>☐ In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.</p>
41	Shifting: After 1-3 years, the supplier may need to shift and reinstall the equipments to other building within the NIT Campus at free of cost (if required).
42	Downtime: During the warranty period not more than 5% downtime will be permissible. For everyday exceeding permissible downtime, penalty of 1/365 of the 5% FOB value will be imposed. Downtime will be counted from the date and time of the filing of complaint with in the business hours.
43	Training of Personnel: The supplier shall be required to undertake to provide the technical training to the personnel involved in the use of the equipment at the Institute premises, immediately after completing the installation of the equipment for a minimum period of one week at the supplier’s cost.
44	Disputes and Jurisdiction: Any legal disputes arising out of any breach of contract pertaining to this tender shall be settled in the court of competent jurisdiction located in Durgapur
45	Compliance certificate: This certificate must be provided indicating conformity to the technical specifications. (Annexure-I)
46	Bidder should attach at least five ‘satisfactory performance certificates’ from Government educational and research organization in last three years. No exemption of this clause will be entertained.

COMPLIANCE SHEET

Item No. and Name	Components of the item	Specification of the components	Quantity In Units	COMPLIANCE Y/N

I have also enclosed all relevant documents in support of my claims, (as above) in the following pages.

Signature of Bidder with date**Name:****Designation:****Organization Name:****Contact No.:****E-mail Id:**

LIST OF GOVT. ORGANIZATION/DEPTT

List of Government Organizations for whom the Bidder has undertaken such work during last three years (must be supported with work orders and satisfactory installation certificate for at least five in number)			
Sl. No.	Name of the organization with address	Name of Contact Person	Contact No.

Name of application specialist / Service Engineer who have the technical competency to handle and support the quoted product during the warranty period.			
Sl. No.	Name of the organization with address	Name of Contact Person	Contact No.

Signature of Bidder with date

Name:

Designation:

Organization Name:

Contact No.:

E-mail Id:

SUBMISSION OF BID

The Online bids (complete in all respect) must be uploaded online in **two** Envelops as explained below:

Envelope – 1 (Following documents to be provided as single PDF file)			
Sl. No.	Documents	Content	File Types
1	TECHNICAL BID	Compliance Sheet as per Annexure - I	.PDF
2		Valid Authorization Certificate from the OEM	.PDF
3		List of organizations/ clients where the same products have been supplied and commissioned satisfactorily (in last three years) along with their Contact number(s). and necessary documents(Annexure-II)	.PDF
4		Technical supporting documents in support of all claims	.PDF
Envelope – 2			
Sl. No.	TYPES	Content	File Types
1	Financial Bid	Price bid should be submitted in .xls format	.xls