

E-TENDER DOCUMENT

**NATIONAL INSTITUTE OF TECHNOLOGY JAMSHEDPUR
P.O.:NIT, JAMSHEDPUR, (JHARKHAND)- 831014**

(An Institution of National Importance under Ministry of HRD, Govt. of India)



**OPEN TENDER NOTICE
(E-Procurement mode)**

Tender Notice No. : NIT/CHEM/22/S&P/TENDER/2019/39 Dated: 15/07/2019

**EQUIPMENT HOT AIR OVEN & ICE FLAKING MACHINE FOR CHEMISTRY
LABORATORY**

LAST DATE OF SUBMISSION OF TENDER: 07/08/2019 UP-TO 17.30 Hrs

DATE OF OPENING OF TENDER: 09/08/2019 AT 11.00 Hrs

KIND ATTENTION FOR TAKING ASSISTANCE, IF ANY.

CPP Portal web site: www.eprocure.gov.in

CPP Portal Help Desk Toll Free No.: 0120-4200462, 0120-4001002, 0120-4001005

E-Mail : [support-eproc\[at\]nic\[dot\]in](mailto:support-eproc[at]nic[dot]in)

NIT Jamshedpur Help No.: (91)+0657 - 2374046, 2373629, 2374249

Web site: www.nitjsr.ac.in Fax No. :(91) +0657- 2373246

PREPARED BY : STORES & PROCUREMENT SECTION, NIT JAMSHEDPUR



NATIONAL INSTITUTE OF TECHNOLOGY JAMSHEDPUR
P.O.: NIT, JAMSHEDPUR, (JHARKHAND) – 831014
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E-PROCUREMENT OPEN TENDER NOTICE

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EQUIPMENT HOT AIR OVEN & ICE FLAKING MACHINE FOR CHEMISTRY LABORATORY

National Institute of Technology Jamshedpur invites e-Tender offer under two bid systems (Technical and Financial) from reputed and experienced Firm/Agency for supply, installation & demonstration of **EQUIPMENT HOT AIR OVEN & ICE FLAKING MACHINE FOR CHEMISTRY LABORATORY** at NIT Jamshedpur under terms & conditions specified in the tender document.

Sl.No	Name of Equipment	Quantity
1.	Hot Air Oven	01 No.
2.	Ice flaking machine	01 No.

Interested and Reputed Manufacturers or their authorized agents/ dealers/ distributors/channel partners are requested to send their offer on line in two bid systems (Technical and Financial) through CPP Portal site (www.eprocure.gov.in/eprocure/app).

The complete Tender document is available on CPP Portal site (www.eprocure.gov.in/eprocure/app). The details of tender are also available at NIT Jamshedpur web-site <http://www.nitjsr.ac.in>. Only on-line bids through the e-procurement portal of NIC will be accepted. Last date of bid submission is 07/08/2019 at 17:30 Hrs.

Asstt. Registrar (S&P)
NIT, Jamshedpur

E-PROCUREMENT OPEN TENDER NOTICE

SCHEDULE

Name of Organization	National Institute of Technology Jamshedpur
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)	Supply
Product Category (Civil Works/Electrical Works/Fleet Management/ Computer Systems)	EQUIPMENT HOT AIR OVEN & ICE FLAKING MACHINE FOR CHEMISTRY LABORATORY
Is Multi Currency Allowed	No
Date of Issue/Publishing	15/07/2019 (11:15 Hrs)
Document Download Start Date	15/07/2019 (11:15 Hrs)
Document Download End Date	07/08/2019 (17:30 Hrs)
Date for Pre-Bid Conference	NA
Venue of Pre-Bid Conference	NA
Last Date & Time for Uploading of Bids	07/08/2019 (17:30 Hrs)
Date and Time of Opening of Technical Bids	09/08/2019 (11:00 Hrs)
Tender Fee	Rs. NIL
EMD (Ernest Money Deposit)	Rs. 10,000/- (Rs. Ten Thousand only) For (EMD) (To be paid through NEFT/RTGS). NIT Jamshedpur Bank details are as under: Name of the Bank A/C : National Institute of Technology Jamshedpur SBI A/C No. : 10678399349 Name of the Bank : State Bank of India, NIT Branch, Jamshedpur-831014 IFSC Code : SBIN0001882 MICR Code : 831002004 (This is mandatory that UTR Number is provided in the on-line quotation/bid).
Exemption from the payment of EMD and Tender fee	EMD exemption is allowed only who are registered with the Department of Micro, Small and Medium Enterprises (MSME) as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy OR Central Purchase Organization OR the concerned Ministry or Department uunder appropriate Category.
No. of Covers (1/2/3/4)	02
Bid Validity days (180/120/90/60/30)	180 days (From date of opening of tender)
Address for Communication	Asstt. Registrar (S&P), NIT Jamshedpur-831 014
Contact No.	0657- 2374046, 2373629, 2374249
E-mail Address	skbhagat.adm@nitjsr.ac.in

IMPORTANT INFORMATION TO THE BIDDERS

Any bidder may search the tender through the following process:

1. Go to the www.eprocure.gov.in
2. Click on e procurement
3. Click on tender search
4. Search with "NITJSR"
5. Click on Go
6. Tenders will appear

Detailed Process to search/Submission/ Registration/ Preparation/ the tender through the following process

Tender Documents may be downloaded from Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app>. Aspiring Bidders who have not enrolled / registered in e-procurement should enroll / register before participating through the website <http://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at "Instructions for online Bid Submission".

Tenderers can access tender documents on the website (For searching in the NIC site, kindly go to Tender Search option and type 'National Institute of Technology Jamshedpur'. Thereafter, Click on "GO" button to view all NIT Jamshedpur tenders). Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <http://eprocure.gov.in/eprocure/app> as per the schedule given in the next page.

No manual bids will be accepted. All quotation (both Technical and Financial) should be submitted in the e-procurement portal.

Instructions for Online Bid Submission:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement (CPP) Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app>

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking

on the link "**Error! Hyperlink reference not valid.**" Enrolment on the CPP Portal is free of charge.

- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) 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 CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (DSC) (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / n Code / e Mudhra etc.), with their profile.
- 5) 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.
- 6) 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.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) 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 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) 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.

PREPARATION OF BIDS

- 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. 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 need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) 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 / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload 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 has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "on-line" to pay the tender fee / EMD as applicable and enter details of the instrument. Whenever, EMD / Tender fees are sought, bidders need to pay the tender fee and EMD separately on-line through NEFT/RTGS (Refer to Schedule).
- 4) A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

OR

In some cases Financial Bids can be submitted in PDF format as well (in lieu of BOQ).

- 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, 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. The data entered cannot be viewed by unauthorized persons until the time of bid

opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

General Instructions to the Bidders

- 1) The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app> . In the Technical Bids, the bidders are required to upload all the documents in pdf format.
- 2) Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".
- 3) Tenderer are advised to follow the instructions provided in the "Instructions to the Tenderer" for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>

KIND ATTENTION FOR TAKING ASSISTANCE, IF ANY.

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**CPP Portal Help Desk Toll Free No.: 0120-4200462, 0120-4001002,
0120-4001005 E-Mail : support-eproc[at]nic[dot]in**

NIT Jamshedpur web site: www.nitjsr.ac.in

NIT Jamshedpur Help No.: (91)+0657-2374046, 2373629, 2374249

INSTRUCTIONS TO THE BIDDERS

1. The bidders who are desirous of participating in 'e'- procurement, can be downloaded the tender document from CPP Portal: <https://eprocure.gov.in/eprocure/app> . Bid has to be submitted online.
2. The bidders are advised to go through the tender documents and understand the terms and conditions specified therein before submitting the tender.
3. **PREPRATION OF BIDS:** The offer/bid should be prepared 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 item wise price for the items mentioned in the technical bid. All document/information should be submitted in PDF format. **However, price will be evaluated for full quantity of all items.**

Technical Bid: Technical Bid should contain the following:

- a. Company Profile in prescribed TENDER FORM as TECHNICAL BID FOR PRE-QUALIFICATION in as **ANNEXURE "I"**
- b. Declaration in prescribed format in as **ANNEXURE "II"** (on printed letter head of the Bidder's firm indicating thereon Sales Tax Registration, FAX, Email, Telephone numbers, etc.)
- c. Mandatory Compliance Report I & II as per **Annexure – "IV &V"**
- d. All requisite supporting documents in support of all claims made in tender document and Annexure-I to Annexure-V

Financial Bid: submit their price bids in the standard formats prescribed in the Tender documents. Financial Bid should contain Price only in prescribed TENDER FORM as FINANCIAL BID **ANNEXURE "III"**.

4. **It is mandatory to submit the bid only in prescribed Format otherwise bid will be rejected.**

The bidder should upload the scanned copies of all the relevant certificates and documents of Technical bid and the financial bid separately in PDF file online through portal <http://eprocure.gov.in/eprocure/app>.

5. **EARNEST MONEY DEPOSIT (EMD):** The tenderer should submit an EMD amount through RTGS/NEFT. 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. Refer to Schedule (at page 3 of this document) for its actual place of submission.

- I. Without EMD, the technical bid will not be considered and the tender will be rejected summarily. EMD exemption is not allowed.

- II. The EMD should remain valid for a period of 03 Months. If the EMD is not found valid in terms of amount wise, period wise or otherwise, technical bid of the bidder are liable to be rejected.
 - III. Earnest Money is liable to be forfeited and bid is liable to be rejected, if the tendered withdraw or amends / impairs or derogates from the tender in any respect.
 - IV. EMD of unsuccessful bidders will be returned within one month of tender evaluation.
 - V. EMD of the selected successful bidder will be refunded on after submission the performance security.
 - VI. No interest will be payable by the NIT Jamshedpur on the Earnest Money Deposit/ performance security in any quarter.
 - VII. Withdrawal is not allowed after submission of tender. EMD of the successful bidders who fail to honor the exceptions of purchase order with prescribed terms & condition shall stand forfeited. No representation in this regard shall be entertained by this Institute.
6. **EMD exemption is allowed only who are registered with the Department of Micro, Small and Medium Enterprises (MSME) as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy OR Central Purchase Organization OR the concerned Ministry or Department under appropriate Category.**
7. The successful bidder 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 equal to the 10% of order value 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.
- I. EMD of the selected successful bidder will be refunded on after submission the performance security.
 - II. No interest will be payable by the NIT Jamshedpur on the Earnest Money Deposit/ performance security in any quarter.
8. **MODE OF SUBMISSION OF BID:** Bid must be submitted for full quantity and as per Technical specification through CPP Portal site (www.eprocure.gov.in/eprocure/app).
- I. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
 - II. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
 - III. Bidder has to select the payment option as "on-line" to pay the tender fee / EMD as applicable and enter details of the instrument. Whenever,

EMD/Tender fee is sought, bidders need to pay the tender fee and EMD separately on-line through NEFT/RTGS (Refer to Schedule).

IV. Kindly add/upload scanned copy of Technical bid along with all relevant documents of compliance sheet in a single PDF file and financial bid in PDF file separately.

9. All pages of the bid document shall be signed by the person or persons duly authorized to sign, on behalf of the bidder.
10. Offers should be clearly written or typed without any cutting or over writing. All cutting / over writing must be initialled and stamped.
11. Bidders must confirm the acceptance of all the terms and conditions of the tender.
12. Any non-acceptance or deviations from the terms and conditions must be CLEARLY mentioned. However, bidder must note that any conditional offer or any deviation from the terms and conditions of this tender may render the bids liable for rejection.
13. Furnishing of any false information/ fabricated document would lead to rejection of tender at any stage.
14. There shall NOT be any price indication in the technical bid. If for any reason, it is found that the technical bid reveals the price bid related details in any manner whatsoever will be summarily rejected in the first instance itself.

15. OPENING OF BIDS:

I. Envelop (Cover) 1 i.e. Technical Bid will be opened on the scheduled date and time mentioned in the tender enquiry in the NIT'S administrative building in presence of committee of officials and interested vendors or their authorized representatives. Tenderer may be present at the time of opening of the Tender.

II. Envelop (Cover) 2 i.e. financial bids of only those firms/agencies which satisfy technical requirements will be opened; a date which will be intimated to the qualified bidders after the scrutiny of technical bids and the same will be posted on web site. The bidders, whose Technical Bids are not found acceptable will be informed for the same and their financial bid will not be opened and EMD will be returned to them.

16. PERIOD OF VALIDITY OF BIDS: The bid shall remain valid and open for acceptance for a period of 180 days from the last date fixed for receiving the same. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.

17. AMENDMENT OF TENDER DOCUMENTS: at any time prior to the last date of receipt of bids, Institute may for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder, modify the Tender document by an amendment.

- 18. EXTENSION OF LAST DATE:** The Director, NIT Jamshedpur, may in his discretion extend the last date for submission of the Tender and such extension shall be binding on all the Bidders.
- 19. QUANTITY:** Quantity mentioned is only indicative. The actual requirement may vary at time of placement of the purchase order.
- 20. CLARIFICATION OF TENDER DOCUMENT:** a prospective bidder requiring any clarification of the Tender document may communicate to the Registrar NIT Jamshedpur during office hours.
- 21. DELIVERY INTEGRATION & INSTALLATION:**
- I. Supply, integration & Installation must be completed within 45 days from the date of award of the work to the successful bidder.
 - II. Delivery: Free at site to the i.e. National Institute of Technology Jamshedpur.
- 22. PAYMENT:**
- I. 100% Payment will be made only after the supply, Installation & demonstration of the items & completion of work in good and satisfactory condition and receipt of the relevant Bill & Challan each in triplicate with other relevant. No advance payment will be made.
 - II. No part payment/advance payment shall be made. Payment shall be made by on-line through **NEFT/RTGS**.
- 23. DISCRETION:** The Institute reserves the right of accepting any bid other than the lowest or even rejecting all the bids without assigning any reasons therefore. The decision of the Director NIT Jamshedpur OR Person authorized by him is final in all matters of tender and purchase.

E-PROCUREMENT OPEN TENDER NOTICE

GENERAL TERMS AND CONDITION(CONDITION OF CONTRACT)

1. **Prices:** The price should be quoted in net per unit in Indian Rupee F.O.R. NIT Jamshedpur (after breakup) and must include all Packing - Forwarding charges, Freight charges and delivery charges. The offer/bid should be exclusive of taxes and duties, which will be paid by the purchaser as applicable. However the **percentage of GST, Custom/Excise** duties shall be clearly indicated separately as per the format of **Financial Bid (BOQ): Annexure III in xls**. The stores are required to be delivered at the Institute under the Suppliers' own arrangement, free of additional charges. No escalation in respect of materials, labour, freight etc will be allowed in any shape. **Rate of item should be quoted full quantity of item. Requirement will be evaluated item wise.**
2. The Prices are to be quoted in Indian National Rupee (INR) in figures and words. In case of discrepancy, the rate quoted in words will be taken as valid. Over-writing /over-typing or erasing of the figures which render it doubtful or ambiguous are not allowed and shall render the bid invalid.
3. NATIONAL INSTITUTE OF TECHNOLOGY JAMSHEDPUR (Jharkhand) -831014 has been registered with the Department of Scientific & Industrial Research (DSIR) for purposes of availing exemption / partial exemption for GST, therefore, GST will be paid as per provision.
NIT Jamshedpur will issue a valid declaration to this effect for availing exemption/ partial exemption, Therefore, It is mandatory to submit the price break-up only as in prescribed Format of Financial bid otherwise bid will be treated as invalid.
4. **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.
 - I. 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.
 - II. 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.
5. **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.

6. **Packing Instructions:** Each package will be marked on three sides with proper paint/indelible ink, the following:
 - 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
7. **Documents:** The supplier shall submit the following documents, if not submitted, the Supplier will be responsible for any consequent expenses.
 - I. 3 Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
 - II. Acknowledgment of receipt of goods from the consignee(s) by the transporter;
 - III. Manufacturer's/Supplier's warranty certificate;
 - IV. Two copies of the packing list identifying the contents of each package.
 - V. User List with Contacts The quoted model should at least have five systems installed in any premier institutes (IISc, IITs, NITs, Central Universities, IISERs and any other centrally funded institutes) of India. Contact details and preferably with the user certificates of those users need to be provided with the quote.
8. **Delivery:** Supply and installation must be completed within 45 days from the date of award of the work to the successful bidder.
9. **Delayed delivery:** If the delivery is not made within the due date for any reason, the Committee will have the right to impose penalty 1% per week and the maximum deduction is 10% of the contract value / price.
10. **Resolution of Disputes:** The dispute resolution mechanism to be applied pursuant shall be as follows:
 - I. 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 in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director, NIT Jamshedpur and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
 - II. 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.

III. The venue of the arbitration shall be the place from where the order is issued.

IV. Any legal disputes arising out of any breach of contract pertaining to this tender shall be settled in the court of competent jurisdiction located within Seraikella-kharsawan, Jharkhand Jurisdiction only.

11. **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. The place of jurisdiction would be Seraikella-kharsawan, Jharkhand INDIA.

12. **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.

13. **Installation & Demonstration:** The supplier is required to done the installation and demonstration of the instrument/equipment within week of the arrival of materials at the NIT Jamshedpur site of installation, otherwise the penalty clause will be the same as per the supply of materials. Training and demonstration Vendor should provide us training on operation and application at NIT Jamshedpur after installation

14. **Performance Security:** The successful bidder 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 equal to the 10% of payable amount value 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.

15. **Warranty:** Warranty The complete instrument and accessories excluding consumables should be under warranty for a period of two years or more from the date of installation. Extended warranty is preferable. In case of breakdown during the warranty period, a competent service engineer of the supplier should make as many visits as are necessary to rectify the problem and replace the faulty parts. But it should be repaired within 7 days from the date and time of complaint lodged by the user. The warranty should be comprehensive on site.

16. **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.

17. **Taxes and Duties:** Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., until delivery of the contracted Goods to the Purchaser. National Institute of Technology Jamshedpur is eligible for exemption from Excise Duty and Customs Duty.

18. **Payment:** For Indigenous supplies, 100% payment shall be made by the Purchaser against delivery, inspection, successful installation, commissioning and acceptance of the equipment at NIT Jamshedpur in good condition and to the entire satisfaction of the Purchaser and on production of unconditional performance bank guarantee and on receipt of the relevant Bill & Challan each in triplicate with other relevant documents. No advance payment will be made.

19. **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.

20. **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.

21. **Pre-Installation Requirement:** The bidder should mention pre-installation requirements for the equipment like ambient temperature, humidity, whether specification, power specifications, etc., when items are provided full performance satisfactions, should be demonstrated.

22. **Spare Parts:** 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:

- 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
- II. In the event of termination of production of the spare parts:
- III. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
- IV. Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.
- V. 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.
- VI. The supplier should provide all spares required for making the instrument operational. Maintenance Vendor should be easily accessible

and available on demand within 24 hours of any problem in the instrument.

23. **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 45 days 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 Jamshedpur may consider "Banning" the supplier.

24. **Termination for Default:** 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:

- 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
- II. If the Supplier fails to perform any other obligation(s) under the Contract.
- 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.

For the purpose of this Clause:

- 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.
- 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 artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

25. **ACKNOWLEDGEMENT:** Receipt of the Order should be acknowledged within a week.

E-PROCUREMENT OPEN TENDER NOTICE
SPECIFICATION AND ALLIED TECHNICAL DETAILS

Specification and allied Technical Details of required **EQUIPMENT HOT AIR OVEN & ICE FLAKING MACHINE FOR CHEMISTRY LABORATORY**

Sl.No	Name of Equipment	Technical Specification	Quantity
1	Hot Air Oven	<ul style="list-style-type: none"> • Capacity: 150 liters or above • Temperature Range: +40°C to 200°C or more • Temperature Accuracy: ±1°C • Uniformity: ±2°C @ 150°C • Display: Digital LCD/LED • Power: 220V/50Hz AC • Controller: Digital PID Control by Advanced Microprocessor • Heater Power: 1.4 kW or better • Glass wool insulation between the walls • Forced Air Circulation system to maintain uniform temperature in the chamber • Interior chamber should be made of Corrosion resistant Stainless Steel SS304 and minimum of 3SS adjustable wire mesh shelves • Safety features like over current breaker, Audio/visual alarm system for over temperature cut off. • Air exhaust vent to be provided • The instrument and accessories should be under warranty for a period of 2 years from the date of installation. The service personnel should respond within 24 hours and be on campus within 48 hours for repairs. <p>Vendor should provide us with detailed list of installations in premier academic and research institutes in India with contact details</p>	01 No.
2	Ice flaking machine	<ul style="list-style-type: none"> • Ice Type: Flake • Capacity of Ice Flake: 100 Kg/day or better • Storage Capacity: 30 Kg or more • Cooling Method: Air • Power Supply: 220V/50Hz • Fully Automatic microprocessor control • Compact Design and low maintenance • Stainless Steel construction • Continuous Ice Flakes Output, No cubes • CFC free compressor • Noiseless operation 	01 No.

		<ul style="list-style-type: none">• System should stop when the bin is full and resumes automatically when ice level reduces below certain level• Low water level detection• Disappearing insulated door• Removable and cleanable air filter• The instrument and accessories should be under warranty for a period of 2 years from the date of installation. The service personnel should respond within 24 hours and be on campus within 48 hours for repairs. <p>Vendor should provide us with detailed list of installations in premier academic and research institutes in India with contact details</p>	
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TECHNICAL BID- ANNEXURE "I"**EQUIPMENT HOT AIR OVEN & ICE FLAKING MACHINE FOR CHEMISTRY LABORATORY****APPLICATION FORM (FOR PRE- QUALIFICATION)****BASIC TECHNICAL DETAILS OF THE BIDDER**

Sl. No.	Required Information	Bidders Response
1.	Name of Tendering Company / Firm/ Agency (Attach certificate of registration)	
2.	Full Address of Office with Telephone No. and FAX	 <hr/> <hr/>
3.	E-Mail:	
4.	Classification of the bidder (a) Manufacturer (b) Authorized Agent (c) Authorized Dealer (d) Stockiest (e) others	
5.	Name of OEM (Original Equipment/Goods Manufacturer)	
6.	Authorization Certificate from Original Equipment Manufacturer (OEM) or their Distributor to quote/sell the Product, in case the Bidder is not the OEM. (Please Attach copy)	
7.	Name, address, designation, phone, cell number and E Mail address of the Contact Person.	<hr/> <hr/> <hr/>
8.	Details of Registration(Attach copy)	
9.	Details of Fee In favor of NIT Jamshedpur (Attach copy of proof)	EMD Fee : Rs. _____ through transaction UTR No. _____
10.	GST Registration No. (Attach copy)	
11.	Income Tax Registration No /PAN No. (Please Attach copy)	
12.	P.Os Copies having supplied similar equipments to Reputed institute like IIT/NIT/. (Attach copy)	
13.	List of Customers during last three years. (Attach copy)	
14.	Annual Turnover of last three years	

	(Attach copy)	
15.	Whether firm have certifications of ISO/ISI or other equivalent Certification? (Please Attach copy)	
16.	Copy of Brochure/Leaflets / Technical Information, including Make & Model, of the item(s) have must to be attached.	
17.	Organization/any of its subsidiaries is not blacklisted by any Academic Institutions/reputed organizations or institutions. (Attach declaration).	
18.	Agreed to provide comprehensive Warranty as specified in Tender?	
19.	Whether firm agrees to give security deposit/Performance Bank Guarantee against warranty obligations?	
20.	Whether quoted item confirms the specification of as specified or better?	
21.	Is bid valid for 180 days/or as specified?	
22.	Agreed to supply within delivery period as specified?	
23.	Payment Terms agreed as Specified?	
24.	Place of Delivery as specified?	
25.	Address of Service Center/Agent nearest to NIT Jamshedpur (Attach Copy)	
26.	Details of Bank	Name of Bank: _____ Account No. : _____ IFSC Code : _____ MICR Code : _____
27.	Whether Firm agrees to abide by the terms and conditions of the tender document? In the event of award of the contract?	
28.	Is Bid document duly signed?	

Signature of Bidder/authorized person)
Full Name of Signatory: _____
Designation of Signatory: _____

Place: _____ with Seal of the company/firm
Place: _____

CONTRACT FORM

(Declaration should provide on printed letter head of the Bidder)

DECLARATION

To,
Registrar
National Institute of Technology
Jamshedpur - 831014

Sir,

Sub: Declaration against Tender for procurement of EQUIPMENT HOT AIR OVEN & ICE FLAKING MACHINE FOR CHEMISTRY LABORATORY

1. Having examined the details of Tender document, I / We hereby submit the prequalification documents and other relevant information.
2. It is also confirmed that I/We will abide by all the Terms & condition of aforesaid tender notice and we do not have any counter conditions.
3. I/We hereby certify that all the statements made and information supplied in the statements are true and correct to the best of my knowledge. I understand that if any information found incorrect, the application is liable to be cancelled.
4. I/We have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
5. I/We certify that my firm or any of its subsidiaries have not been blacklisted by any Govt. / Autonomous bodies / Universities / Govt. Institutes from business.
6. I/We hereby accept the rules and procedures of the Institute for pre-qualification of contractor and agree that the Institute has the right to accept or reject any application without assigning a reason thereto.
7. I/We have not tampered/modified the tender forms in any manner. In case, if the same is found to be tampered/modified, I/we understand that my/our tender will be summarily rejected and I/we am/are liable to be banned from doing business with National Institute of Technology, Jamshedpur and /or prosecuted.

(Signature of authorized person)

Full Name of Signatory: _____

Designation of Signatory: _____

Place: _____ with Seal of the company/firm

Date _____

MANDATORY COMPLIANCE REPORT-I**EQUIPMENT/INSTRUMENT FOR CHEMISTRY DEPARTMENT**

Sl. No.	Details	Yes / No	Document Attachment Page Sl. No.
1.	We have gone through the terms & conditions of the tender document and agreed to abide by the same.		
2.	Bidder is registered Firm with proof of document?		
3.	Prescribed filled up application for pre qualification formats and requisite documents are attached?		
4.	Proof of EMD through NEFT /RTGS in favour of National Institute of Technology, NIT Jamshedpur is attached.		
5.	Manufacturer/Sole Distributor/Authorised Dealer/ Registered Supplier with proof of document attached?		
6.	GST Registration Number copy attached?		
7.	PAN (Income Tax) Registration Certificate attached?		
8.	Copy of purchase order(s) of supply of similar equivalent supplied during last three years preferably from IISc./IIT/NIT/Govt. approved R & D laboratories/reputed organisation with proof of document attached ?		
9.	List of Customer during last three years with proof of document attached?		
10.	Annual Turnover of last three years as specified with proof of document. Attached.		
11.	Certificate ISO/ISI or equivalent in terms of quality of product and Manufacturer with proof of document attached?		
12.	Brochure/Leaflets / Technical Information / Picture including Make & Model, of the quoted item(s) attached?		
13.	Our organization or any of its subsidiaries have not been blacklisted by any Govt. / Autonomous bodies / Universities / Govt. Institutes, declaration attached?		
14.	Agreed to provide Warrantee as per tender notice?		
15.	Agreed to provide performance security as specified?		
16.	Technical specification as specified or better.		
17.	Is Bid document duly signed?		
18.	Validity of the bid as specified?		
19.	Delivery Period as specified?		
20.	Payment Terms agreed as Specified?		
21.	Place of delivery as specified?		
22.	Name and Address of nearest service Centre from NIT Jamshedpur		

Place: _____
Date _____

(Signature of Bidder/authorized person)
Seal of the company/Firm

MANDATORY COMPLIANCE REPORT-II**EQUIPMENT HOT AIR OVEN & ICE FLAKING MACHINE FOR CHEMISTRY LABORATORY**

Sl. No.	Name of Equipment	Technical Specification	Yes/No
1.	Hot Air Oven	<ul style="list-style-type: none"> • Capacity: 150 liters or above • Temperature Range: +40°C to 200°C or more • Temperature Accuracy: $\pm 1^\circ\text{C}$ • Uniformity: $\pm 2^\circ\text{C}$ @ 150°C • Display: Digital LCD/LED • Power: 220V/50Hz AC • Controller: Digital PID Control by Advanced Microprocessor • Heater Power: 1.4 kW or better • Glass wool insulation between the walls • Forced Air Circulation system to maintain uniform temperature in the chamber • Interior chamber should be made of Corrosion resistant Stainless Steel SS304 and minimum of 3SS adjustable wire mesh shelves • Safety features like over current breaker, Audio/visual alarm system for over temperature cut off. • Air exhaust vent to be provided • The instrument and accessories should be under warranty for a period of 2 years from the date of installation. The service personnel should respond within 24 hours and be on campus within 48 hours for repairs. <p>Vendor should provide us with detailed list of installations in premier academic and research institutes in India with contact details</p>	
2.	Ice flaking machine	<ul style="list-style-type: none"> • Ice Type: Flake • Capacity of Ice Flake: 100 Kg/day or better • Storage Capacity: 30 Kg or more • Cooling Method: Air • Power Supply: 220V/50Hz • Fully Automatic microprocessor control • Compact Design and low maintenance • Stainless Steel construction • Continuous Ice Flakes Output, No cubes • CFC free compressor • Noiseless operation • System should stop when the bin is full and resumes automatically when ice level reduces below certain 	

		<p>level</p> <ul style="list-style-type: none">• Low water level detection• Disappearing insulated door• Removable and cleanable air filter• The instrument and accessories should be under warranty for a period of 2 years from the date of installation. The service personnel should respond within 24 hours and be on campus within 48 hours for repairs. <p>Vendor should provide us with detailed list of installations in premier academic and research institutes in India with contact details</p>	
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BID SUBMISSION

Online Bid Submission :

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

Envelope – 1			
(Following documents to be provided in envelope 1as single PDF file)			
Sl. No.	Document	Content	File Type
1.	Technical Bid	Basic Technical Details Of Bidder as per Annexure-I	PDF
2.		Declaration sheet as per Annexure- II	PDF
3.		Compliance Report as per Annexure – IV	PDF
4.		Technical supporting documents in support of all claims made in tender document and Annexure-I to Annexure-V	PDF
Envelope – 2			
Sl. No.	Document	Content	File Type
1.	Financial Bid (BOQ)	Price bid should be submitted in XLS format as per Annexure-III	xls