



Dr B R AMBEDKAR NATIONAL INSTITUTE OF TECHNOLOGY

G T Road By Pass, Jalandhar-144011, Punjab (India)

EPABX-0181-2690301 & 453 Fax: 2690320 & 932 website: www.niti.ac.in email: registrar@niti.ac.in

Ref. No. NITJ/PUR-I/ME/41/16/ – E Tender No. 07/2016

Date:

Enclosed please find herewith the following:

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Supdt.(P)

Dr. B. R Ambedkar NIT Jalandhar



Dr B R AMBEDKAR NATIONAL INSTITUTE OF TECHNOLOGY

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TENDER NOTICE NO. NITJ/PUR-I/ME/41/16/e-Tender No. 07/2016

Last Date for Submission of Online bids : 06/06/2016 upto 05:00 PM

Date of Opening of Online Technical bids : 07/06/2016 at 10:30 AM

e-Tenders are invited in two bid system for Purchase of Heat Flux MicroSensors equipment from manufacturers, authorized distributors / dealers / suppliers required for Mechanical Engineering Department of the Institute. The detailed tender document, terms & conditions and specifications can be downloaded / seen at website of Institute www.nitj.ac.in or www.tenderwizard.com/NITJ

Only e-tenders will be accepted for more details/clarifications the Bidders may contact Mr. Vijay Kumar on behalf of M/s ITI Limited on mobile No. 8146699878 or e-mail: vijay@etenderwizard.com

Registrar



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THIS DOCUMENT IS FOR REFERENCE ONLY. ONLY E-TENDERS WILL BE ACCEPTED

TENDER NOTICE NO. NITJ/PUR-I/ME/41/16/e-Tender No. 07/2016

National Institute of Technology, Jalandhar invites tender for purchase of various equipment as per detail list available at Annexure – “A” along with Tender Fee & EMD and Processing Fees for the Equipment required for Mechanical Engineering Department of the Institute as per details given below:

I	Downloading of e-tender document	Start Date : 14/05/2016 at 03:00 PM End Date : 06/06/2016 upto 05:00 PM
II	Date of submission of e-tender	End Date : 06/06/2016 upto 05:00 PM
III	Physical submission of Tender Fee and EMD	End Date : 06/06/2016 upto 05:00 PM
IV	Opening of Technical Bid (online)	at 07/06/2016 upto 10:30 AM

Detailed Terms and Conditions are available in e-tender document. The bid document can be downloaded from the website of www.tenderwizard.com/NITJ. Complete tender document is available for reference purposes on Institute website www.nitj.ac.in. Only e-tenders will be accepted.



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Ref. No. NITJ/PUR-I/ME/41/16/e-Tender No. 07/2016

Date:

Detail of Equipment , Tender Fee & EMDs is as under:

CAT.	Item	Qty.	Estimated Cost	Tender Fee	EMD	Tender Processing Fees (Including ST)
A	Purchase of Heat Flux Microsensors	02	Rs. 7.70 Lac	Rs. 500/-	Rs.15400/-	Rs.882

Note: The quantity of required equipment/items may vary as per requirement.



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Important Note

1. All corrigenda, addenda, amendments and clarifications to Tender Specifications will be hosted in the website www.nitj.ac.in and not in the newspaper; Bidders shall keep themselves updated with all such developments.
2. In case the last date of receipt/opening of bids falls on holiday, the bids shall be receipt/opened on the following working day at same time.
3. Tenderer who have downloaded the tender document form from the institute website shall submit a declaration along with tender document that I/We have downloaded the Tender Form from the institute website www.nitj.ac.in and I/we have not tempered /modified the tender form in any manner. In case, if the same is found to be tempered/modified in any manner, I/we understand that my/our tender will be summarily rejected and I/we are liable to be banned from doing business with institute.
4. Tender fee of Rs.500/- (Non- refundable separate for each category) along with EMD mentioned against each category in the form of DD favoring Director NIT Jalandhar be submitted as per dates mentioned in schedule. The Processing fees for each category will paid through online mode only to M/s ITI Limited, New Delhi.



Instructions to Tenderer

1. No tender will be accepted in physical form. The bidders shall have to submit their Bids online in Electronic Format under Digital Signatures. For participation in the e-tendering process, the bidders need to register themselves on www.tenderwizard.com/NITJ. The registration and other charges are available on their website. On registration, they will be provided with a user ID and a system generated password enabling them to submit their Bids online using Digital System Certificates (DSC).
2. Tenders without Digital Signatures will not be accepted by the electronic tendering system.
3. Bids will be opened online as per time given failing which no tender will be submitted.
4. **Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been uploaded with the bid which should be duly signed and stamped.**
5. NIT JALANDHAR, will not be responsible for any delay in online submission of bids due to any reason whatsoever.
6. **Bidders should also send the scanned copies of Tender fees and EMD as specified in the tender documents with online technical documents. EMD and Tender Fee in the form of a Demand Draft in favor of the Director, Dr B R Ambedkar NIT, payable at Jalandhar should be submitted to the following address before opening of the Technical Bid as per given in the schedule time for physical submission of EMD and Tender fee. Envelope should have full address and phone number of the tenderer.**

Kind Attention- Purchase Section

Submission of EMD and Tender Fee

Due Date _____ and Time _____

Name of the Equipment _____ Tender No: _____ Category-__

Director,

Dr B R Ambedkar National Institute of Technology,

G T Road Amritsar By Pass, Jalandhar-144001, Punjab (India).

7. The details of EMD specified in the tender document should be same as submitted online (scanned copies). Otherwise tender will be rejected summarily.

Read and Accepted.

(Signature & Stamp of Tenderer)



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8. The conditional bids shall not be considered and will be out rightly rejected.
9. The Financial Bid through e-tendering of only those bidders shall be opened who will qualify in the technical bid and are approved by the Purchase Committee/Technical Experts. The date, time & place of opening of the financial bid(s) will be intimated in due course of time.
10. **The tenderers are required to upload the duly signed and stamped copies of the relevant documents required as per Terms & Conditions, reply of the Questionnaire of Plant & Machinery and other required document of the Tender, failing which their bids may be rejected and will not be considered.**
11. Telex, Fax, e-mail and other incomplete offers are liable to be summarily ignored.
12. At any time prior to the deadline for submission of bid, the institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer(s), modify the tender document by amendment.
13. The amendment will be published on Institute website only. In order to afford prospective tenderer(s) reasonable time in which to take the amendment into account in preparing their bid, the institute may, at its discretion extend the deadline for the submission of tender.
14. The supplier must support the quoted specification with the help of original printed manuals / catalogue of the Equipment /Item and the tenderer should highlight original brochure.
15. The Institute is not liable to pay any interest on EMD. Earnest money deposit shall be forfeited, if the tenderer, withdraws its bid during the period of tender validity. The Earnest money deposit of the tenderer, whose tender has been accepted, will be returned on the submission of **performance security @5% of the total value of the offer. The performance security will be kept till the warranty period of the Equipment /Item. The warranty period will start from the date of satisfactory installation of the Equipment /Item duly given by the concerned department.** Earnest money deposit of the successful tenderer shall be forfeited, if it refuses or neglects to execute the contract or fails to furnish the required performance security within the time frame as specified by the institute. The EMD(s) of other Bidder(s) whom offer will not found according to required specification/ lowest will be released after finalization of Technical Bids/ Lowest Bid/Purchase.

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16. The Format of Performance Bank Guarantee bond or Performance Bank Guarantee issued by the bank as per the format given in **Annexure “B” & “C”**
17. Delivery time is the essence of the contract and must be met with.
18. Specifications can be changed depending upon suitability after discussion. Nearest specifications/better specifications can be considered. In case of deviation complete justification should be furnished with proper documents.
19. The Director may accept a tender in part or whole of the quantity offered, reject any tender without assigning any reasons, may not accept the lowest or any doubt dispute or whatever may be the decision of the Director shall be final in this regard.
20. The offer shall be kept valid for 90 days.
21.
 - a) Either the Indian agent/ dealer 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.
 - b) If an agent/ dealer submits bid on behalf of the Principal/OEM, the same agent /dealer shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
 - c) All offers other than those from the Principal/OEM should be supported by an authority letter from the manufacturer authorizing the dealer /supplier to tender on their behalf as per (**Annexure-D**). In case of manufacturer a certificate or a copy thereof to the effect that the bidder is a manufacturer of the Equipment /Item must be accompanied with the technical bid.
22. The supplier will be responsible till the entire stores contracted for, arrive in good condition at destination.
23. The tenderer should not have been debarred and/ or blacklisted by any Central Government/ or any State Government Department(s) supported by the affidavit as per format given in **Annexure-“E”**.
24. If any information furnished by the bidder is, at any stage found to be incorrect, false or fabricated, the purchaser shall have the absolute right to forfeit EMD and security deposits, in addition to cancellation of contract, forfeiting the warranty/performance guarantees and other action in accordance with law, such as black-listing, risk & cost etc

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TENDER EVALUATION:

Institute will evaluate all the proposals to determine whether these are complete in all respects as specified in the tender document. Evaluation of the proposals shall be done in two stages as:

(a) Stage – I (Technical Evaluation):

(i). Institute shall evaluate the technical bid(s) to determine whether these are qualify the essential eligibility criteria (if any mentioned), whether the tenderer has submitted the EMD & Tender fee, whether any computational errors have been made, whether all the documents have been properly filled, whether all the documents as mentioned or required to submitted with technical bid are submitted and whether bids are completed and generally in order. Whether, the specifications, Make/Model, Catalogue of quoted Equipment /Item as per requirement tender specifications, Authorization of Dealer / Distributor/ Exclusive Agent certificate from manufacturer in order etc. Detail sales & service policy of equipment / item during warranty period and after warranty period, location of their authorized service centre etc.

After evaluation of technical bid(s), a list of the qualifying tenderer (s) shall be made, short-listed tenderer(s) shall be informed of the date, time and place of opening of financial bid(s) and they may attend or depute their authorized representative/s to attend the opening of financial bid(s) on the scheduled date and time, if they wish to do so. The representative(s) should have a letter of authority to attend the price bid(s) opening event.

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PART – II (e-FINANCIAL BID):

- a) e- Financial bid for those bidders who are quoting the rate in Indian Rupees should be offered the rates as per the format tender as **Annexure “F” (online only)**.
- b) The financial bid for those bidders who are quoting the rate in foreign currency offered the rates as per the format enclosed with tender as **Annexure “G” (online only)**.
- c) Conversion to Single Currency: To facilitate evaluation and comparison, the purchaser will convert all the bid prices expressed in the amounts in various currencies to the Indian Rupees as per the TT selling rates of RBI on the date of opening of technical bids.
- d) Custom, Excise, VAT or any other taxes and Education Cess will be paid extra as applicable. However present chargeable taxes must be mentioned in the offer.

ARBITRATION:

In case of any dispute or difference arising out of or in connection with the tender conditions / job order and Contract, the Institute and the Seller/ Service Provider will address the dispute / difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Institute.

The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Jalandhar only. The decision of the Arbitrator shall be final and binding on both the parties.

JURISDICTION:

The courts at Jalandhar alone will have the jurisdiction to trial any matter, dispute or reference between parties arising out of this tender / contract. It is specifically agreed that no court outside and other than Jalandhar Court shall have jurisdiction in the matter.

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TERMS AND CONDITIONS (FOR THE SUPPLY OF GOODS, EQUIPMENT /ITEM)

1. Rate should be quoted F.O.R NIT Jalandhar.
2. For Foreign Import goods/ Equipment the rates should be quoted on FOB basis with separately mentioning of CIF charges. The complete description viz. make and model of the Equipment / item and name of the manufacturer must be clearly indicated. NIT Jalandhar reserved the right to place order on CIF or FOB basis. The equipment should be insured upto NIT Jalandhar.
3. The items which can/are to be procured indigenously may be listed separately.
4. Where the Equipment /Item is composed of several sub units/components, the rate should be quoted for each subunit/component separately. NIT Jalandhar reserves the right to increase or decrease the number of sub units/components and number of Equipment /Item according to its requirements.
5. The institute being government educational institute is having Excise and Custom duty exemption in terms of government notification No. 51/96-customs Dt. 23-7-1996 and No. 10/97-central excise Dt. 1-3- 1997 as amended from time to time, therefore taxes be quoted accordingly and this must be depicted Price Bid clearly.
6. The rate should be quoted excluding Excise/Custom Duty. The tenders claiming Excise / Custom Duty as extra should specifically give the present rate of Excise / Custom Duty as payable against each Equipment /Item.
7. VAT/ Central Sales Tax/inter State Tax or any other chargeable duty where applicable must be specifically mentioned, failing which no tax or duty will be allowed at subsequent stage.
8. All items shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures amount quoted in words shall prevail.
9. a) 90% payment will be allowed against physical delivery, inspection, installation and training of the Equipment /Item in the institute. Balance 10% payment will be released within 30 days from the installation& working report of the Equipment /Item/ and receipt of Performance Bank Guarantee.
b) **For Import Equipment /Item** : 90% of the FOB/CIF value will be released, through irrevocable Letter of Credit (LC)/ Wire Transfer/ foreign draft/ draft at sight document. In case of payment through Letter of Credit, all the Bank charges within India will be borne by NIT Jalandhar and all bank charges outside India will be borne by the supplier. Balance 10% of the FOB/CIF value will be released after inspection, installation & training of the Equipment /Item, Receipts of actual freight & insurance (limited to the estimated amount as mentioned in the Supply Order) and Performance Bank Guarantee.

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Warranty: Rates should be quoted with comprehensive warranty. Beside this, policy regarding after sale service on the expiry of warranty period of Equipment /Item may be explained. The bidders should attach duly signed and stamped certificate of **warranty** as per **Annexure-H** with the technical bid.

10. Training: In house training (where applicable) after the installation and commissioning of Equipment /Item is required.

11. Delivery: Delivery as will be mentioned in the supply order. The time and date of delivery or dispatch stipulated in a supply order shall be deemed to be the essence of the supply order and if the supplier fail to deliver or dispatch any consignment within the period prescribed for such delivery stipulated in the supply order the delayed consignment will be subject to penalty as laid down in the supply order which will be recovered from the pending payments.

1. No recovery of penalty will be made if the delayed supplies are acceptable by extending the delivery period by the Director.
2. Director will allow extension on the request of the supplier by recording in writing that in exceptional circumstances the supply was beyond the control of the supplier and there was no loss to the institute.

12. Installation: Supplier has to install the Equipment /Item/ within two to three weeks from the receipt of the Equipment /Item in NIT Jalandhar.

13. Spares and Accessories, wherever required should be quoted separately and clearly even if these are not asked for.

14. Site Preparation: The supplier shall inform NIT Jalandhar about the site preparation, if any, needed for the installation, immediately after receipt of the supply order. Supplier must provide complete details regarding space and all infrastructural requirements needed for the Equipment /Item which NIT Jalandhar should arrange before the arrival of Equipment /Item/ to ensure its early installation and smooth operation thereafter. The supplier may offer his advice and render assistance to NIT Jalandhar in the preparation of the site and other pre installation requirements

15. The total scope of work includes the supply, installation, satisfactory commissioning and testing of the Equipment /Item by the supplier, training at NIT Jalandhar, method development and validation for parameters as mentioned in specifications at Annexure-A. The supplier will complete installation & Commissioning of Machine within two to three weeks from the date of receipt of Equipment /Item/ of NITJ.

16. Detail about the service center for the quoted Equipment /Item in India maybe mentioned.

Read and Accepted.

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SPECIAL CONDITIONS FOR SUBMITTING BID IN FOREIGN CURRENCY BY THE INDIAN AGENTS/DEALERS:

1. The Tenderer should submit the following documents/information while quoting:
 - a) Foreign Principal's proforma invoice/quote indicating the commission payable to the Indian Agent and nature of after sales service to be rendered by the Indian Agent.
 - b) Copy of Agency agreement with the Foreign Principal and the Indian Agent, precise relationship between them and their mutual interest in the business.
 - c) Agency Commission will be paid in only Indian Currency.
 - d) Compliance of the tax laws by the Indian Agent.
 - e) High Sea Sales- Against High Sea Sale transactions:
 - Offers shall be on all inclusive basis including delivery upto NITJ the risk and cost of the supplier.
 - Sales Tax is not applicable.
 - Customs Duty Exemption Certificate and other relevant documents required for Customs clearance will be provided.
 - High Sea Sales Agreement furnished by the supplier in accordance with the terms and conditions of our purchase order will be signed and issued by Dr B R Ambedkar National Institute of Technology, Jalandhar.
2. The following information/documents are to be submitted wherever applicable.
 - Product Literature.
 - The earliest delivery period and country of origin of the Stores.
 - Banker's name, address, telephone/fax Nos. & e-Mail ID of the Contractor.
 - The approximate net and gross weight and dimensions of packages/cases.
 - Recommended spares for satisfactory operation for a minimum period of one year.
 - Details of any technical service, if required for erection, assembly, commissioning and demonstration.
3. The FOB/FCA and C & F prices quoted should be inclusive of all taxes, levies, duties arising in the tenderer's country.
4. Samples, if called for, should be sent free of all charges.
5. The offer should be along with a duly certification that the quoted item/items has/have not been restricted or canalized under ITC (HS) classification of Import & Export items.
6. The authority of person signing the tender, if called for, shall be produced.
7. Instructions/ Operation Manual containing all assembly details including wiring diagrams should be sent wherever necessary induplicate. All documents/ correspondence should be in English language only.
8. It is expressly agreed that the acceptance of the Stores Contracted for is subject to final approval in writing by the Purchaser.
9. Part shipment is not allowed unless specifically agreed to by us.
10. Inspection/ Test Certificate (if required) should be provided.

Read and Accepted.

(Signature & Stamp of Tenderer)



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Acceptance

We _____ accept the above terms & conditions and shall comply with them strictly.

Name of Bidder _____

Signature

Address _____

Seal of firm :

Date :



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QUESTIONNAIRE FOR PLANT & MACHINERY

Note: Please submit the reply in detail and also enclose the necessary documents with proof where required as per Questionnaire. These documents must be submitted in the technical bid document.

Please state that you have submitted your quotations as per procedure mentioned below:-

- Bids consisting of technical details bringing out clearly in a separate sheet, the deviation in the specifications if any from that of tender enquiry specifications along with commercial terms and tender form.
- 1. Please attach list duly signed by you, for such spare parts and tools which are absolutely essential for proper maintenance and operation of machine for a period of two years giving full particulars of spare and tool with a price of each spare parts and tools separately.
- 2. Please confirm that you have adequate servicing and spare parts facilities in India in respect of Equipment /Item tendered for by you or that you should arrange to provide such facilities simultaneously.
- 3. Please indicate that you guarantee that before going out of production of spare parts you will give adequate advance notice to the purchaser so that the later may order his requirements of spares in one lot, if he so desire.
- 4. Please indicate that you further guarantee that if you go out of production of spare parts, then you will make available prints, drawings of the spare parts and specifications of the material at no cost if and when required in connection with Equipment /Item to enable the purchaser to fabricate or procedure spare parts from other sources.
- 5. Please confirm that you undertake to enter into a rate contract with the purchaser to supply spare parts on an agreed basis or an agreed period.
- 6. Status:-
 - a) Indicate whether you are ISU or SSI
 - b) Are you registered with DGS & D for the item quoted? If so indicate whether there is any monetary limit or registration.
 - c) If you are a small scale unit registered with NSIC under single point registration scheme whether there is monetary limit.
- 7. a) If you are registered either with NSIC or with DGS&D please State whether you are registered with Directorate of industries of the state government concerned.
 - b) If so, confirm whether you have attached a copy of the certificate, issued by Director of industries.
- 8. Please indicate:-
Name & Full Address of your Banker
- 9. Please indicate whether you agree to submit advance samples if called upon to do so within the specified period of 21 days.
- 10. Business name and constitution of firm:-
 - i) The Indian company Act.1956
 - ii) Indian partnership Act.1932



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iii) Any act, if not, who are the owner/partners (please give full name and address)

11. Whether the tendering firm is / are:-

- i) Manufacturers authorized agents
- ii) Holders stock of the stores tendered for
- iii) **NBI manufacturer's agents please enclose with tender the copy of manufacturer's authorization.**

12. Please state whether the inspection clause is acceptable to you

13. Here state specifically:-

- i) Whether the price quoted by you is to the best of your knowledge and belief is not more than the price usually charged by you on stores of the same natures, class of description to any private purchase either foreign or as well as government purchaser. If not state the reason thereof if any also indicates the margin of Difference.
- ii) In respect of indigenous items for which there is a controlled price fixed by law, the price quoted shall not be higher than that the controlled price and rates available on DGS&D contract. The reason thereof should be stated.

14. State whether business dealing with you has been banned by Ministry /Department of supply or any other Govt. Department.

15. Please confirm that you have read all the instruction carefully and have complied With accordingly

(Signature of Tenderer)

(_____)

1. Full Name & Address of the person signing

(_____)

2. Whether signing as proprietor /partners

**PROFORMA FOR PERFORMANCE STATEMENT
(For the Period of last 3 years)**



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Tender No: NITJ/PUR-I/ME/41/16/e-Tender No. 07/16

Date of Opening: 07/06/16

Sr. No.	Order placed (full address of Purchaser)	Order No. & dated	Description and Qty. of Stores ordered	Value of Order	Date of Completion of delivery	Has the Equipment /Item/ been satisfactory commissioned
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Signature and seal of Manufacturer/Tenderer



Annexure A

Category 'A'

Specifications for Heat Flux Microsensors

Technical Specifications

Two sensors are required		
	Heat Flux Microsensor Sensor-1	Heat Flux Microsensor Sensor-2
Time Response (μ s) uncoated (coated)	17 (300)	17 (300)
Minimum Sensitivity (μ V/W/cm ²)	10	150
Max Face Temperature ($^{\circ}$ C)**	800	600/400
Metallurgy	Platinum Platinum-Rhodium	Nichrome Constantan
Temperature Sensor	Surface RTD	Surface RTD
Housing material	Nickel	Nickel
Cable	Mineral sheath	Mineral sheath
Calibration Accuracy:	\pm 3%	\pm 3%
Repeatability:	2%	2%
Water Cooling Adapter for Heat Flux Microsensor	One	One

Contact Details:

Dr. Subhash Chander
Department of Mechanical Engineering
Tel: 09417864015
Email: chanders@nitj.ac.in



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Annexure: 'B'

FORMAT FOR PERFORMANCE BOND/GUARANTEE

(Undertaking from the supplier on a Non Judicial Stamp Paper of requisite duly attested by Notary)
In consideration for "The Registrar, National Institute of Technology Jalandhar (*hereinafter called NIT Jalandhar*) having agreed to release the payment of net value as per terms and conditions of a concluded Order No. _____ dated _____ (*hereinafter called 'the order'*) for supply of _____ (*hereinafter called 'the Equipment /Item'*) to us

Messrs _____ (*hereinafter called 'the supplier'*) on submission of a Performance Bond to the satisfaction of NIT Jalandhar for the due performance of the said order

We, Messers _____ hereby submit the FDR/TDR No. _____

issued by _____ (Name of Bank) for _____ pledged in favour of Registrar, NIT Jalandhar as performance guarantee amount and hereby irrevocably, unconditionally and absolutely undertake against any loss or damage caused or suffered by NIT Jalandhar by reason of any failure of the supplier to perform or omission or negligence to perform any part of its obligations to the satisfaction of NIT Jalandhar in terms of the order.

We, the supplier, do hereby authorize Registrar, NIT Jalandhar to forfeit this Performance Guarantee amount / undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the NIT Jalandhar stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the NIT Jalandhar by reason of any breach by us of any of the terms and conditions contained in the said order or by reason of our failure or omission or negligence to perform the said order or any part thereof. We, the Supplier, undertake to pay to NIT Jalandhar any amount so demanded by NIT Jalandhar, notwithstanding:

a) Any dispute or difference between NIT Jalandhar and supplier or any other person or between the supplier or any person or any suit or proceeding pending before any court or tribunal or arbitrator relating thereto; or

b) The invalidity, irregularity or unenforceability of the order; or

c) Any other circumstances which might otherwise constitute discharge of this guarantee, including any act of omission or commission on the part of NIT Jalandhar to enforce the obligations by the supplier or any other person for any reason whatsoever.

We, the Supplier, further agree that the performance Bond/ Guarantee herein contained shall be continued one and remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till all the dues of the NIT Jalandhar under or by virtue of the said order have been fully paid and its claims satisfied or discharged or till the office of the Registrar, NIT Jalandhar certifies that terms and conditions of the said order have been fully and promptly carried out by us and accordingly discharges this Performance Bond/ Guarantee.

We, the Supplier, further agree with NIT Jalandhar, that NIT Jalandhar shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order or to extend time of performance by the said supplier from time to time or to postpone for any time or from time to time and of the powers exercisable by the NIT Jalandhar against the said supplier and forbear or enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to us or for any forbearance, act or omission on the part of NIT Jalandhar or any indulgence by NIT Jalandhar to us or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This Performance Bond/Guarantee will not be discharged due to the change in the constitution of the supplier. We, the Supplier, undertake not to revoke this Performance Bond / Guarantee except with the prior consent of NIT Jalandhar in writing.

The disputes relating to this Bank Performance Bond / Guarantee shall be resolved as per the terms and conditions of the order.



Dr B R AMBEDKAR NATIONAL INSTITUTE OF TECHNOLOGY

G T Road By Pass, Jalandhar-144011, Punjab (India)

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Annexure-'C'

FORMAT FOR PERFORMANCE BOND (BANK GUARANTEE)

In consideration for the Registrar, National Institute of Technology Jalandhar, (*hereinafter called NITJalandhar*) having agreed to release the payment of net value as per terms and conditions of a concluded Order No. _____ dated _____ (*hereinafter called 'the order'*) for supply of _____ (*hereinafter called 'the Equipment /Item'*) to Messrs _____ (*hereinafter called 'the supplier'*) on submission of a Bank Guarantee to the satisfaction of NIT Jalandhar for the due performance of the said order.

We, _____ (*hereinafter called 'the Bank'*) at the request of the supplier do, as a primary obliger and not merely as surety, hereby irrevocably, unconditionally and absolutely undertake against any loss or damage caused or suffered by NIT Jalandhar by reason of any failure of the supplier to perform or omission or negligence to perform any part of its obligations to the satisfaction of NIT Jalandhar in terms of the order.

We, the Bank do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from NIT Jalandhar stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by NIT Jalandhar by reason of any breach by the said supplier of any of the terms and conditions contained in a said order or any part thereof. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee, which shall not be considered as satisfied by any intermediate payment or satisfaction of any part of or obligation hereunder. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

We, the Bank, undertake to pay to NIT Jalandhar any amount so demanded by NIT Jalandhar, notwithstanding a). Any dispute and difference between NIT Jalandhar and supplier or any other person or between the supplier or any person or any suit or proceeding pending before any court or tribunal or arbitrator relating thereto or

a). The invalidity, irregularity or unenforceability of the order or

b). Any other circumstances which might otherwise constitute discharge of this guarantee, including any act of omission or commission on the part of NIT Jalandhar to enforce the obligations by the supplier or any other person for any reason whatsoever.

We, the Bank, further agree that the guarantee herein contained shall continue and remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till all the dues of NIT Jalandhar under or by virtue of the said order have been fully paid and its claims satisfied or discharged or till the office of the Registrar, NIT Jalandhar confirms that the terms and conditions of the said order have been fully and promptly carried out by the said supplier and accordingly discharge this guarantee.

We, the Bank, hereby agree and undertake that any claim which the bank may have against the supplier shall be subject to and subordinate to the prior payment and performance in full of all the obligations of the bank hereunder and the bank will not, without prior written consent of NIT Jalandhar, exercise any legal rights or remedies of any kind in respect of any such payment or performance so long as the obligations of the bank hereunder remain owing and outstanding, regardless of the insolvency, liquidation or bankruptcy of the supplier or otherwise. We, the Bank, will not counter claim or set off against its liabilities to NIT Jalandhar hereunder any sum outstanding to the credit of NIT Jalandhar with it.

We, the Bank, further agree with NIT Jalandhar, that NIT Jalandhar shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order or to extend time of performance by the said supplier from time to time or to postpone for any time or from time to time and of the powers exercisable by the NIT Jalandhar against the said supplier and forbear or enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier or for any forbearance, act or omission on the part of NIT Jalandhar or any indulgence by NIT Jalandhar to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in constitution of the Bank or the supplier.

We, the Bank, lastly undertake not to revoke this Guarantee during its currency except with the prior consent of NIT Jalandhar in writing.

The disputes relating to this Bank Guarantee shall be resolved as per the terms and conditions of the order



FORMAT FOR MANUFACTURER'S AUTHORISATION FORM

To,
The Registrar
Dr B. R Ambedkar National Institute of Technology
Jalandhar

Sub. : e-Tender for “_____”.

Dear Sir,

We, _____, who are established and reputed manufacturers of _____, having factory/office at _____, hereby authorize M/s _____ [name & address of agents/distributors] to bid, negotiate and conclude the order with you for the above goods manufactured by us.

We shall remain responsible for the tender/Agreement negotiated by M/s _____, jointly and severally. No company or firm or individual other than M/s _____ are authorized to bid, negotiate and conclude the order in regard to this business against this specific tender as for all business in the entire territory of India.

We hereby extend our full guarantee and warranty as per the terms and conditions of tender for the goods offered for supply against this invitation for bid by the above supplier.

1. _____
2. _____

***specify in detail manufacturer's responsibilities** the services to be rendered by M/s _____ are as under:

- i) _____
- ii) _____

[Specify the services to be rendered by the agent/distributor] In case duties of the agent/distributor are changed or agent/ distributor is changed it shall be obligatory on us to automatically transfer all the duties and obligations to the new Indian Agent failing which we will ipso-facto become liable for all acts of commission or omission on the part of new Indian Agent/ distributor.

Yours faithfully,
[Name & Signature] For and on behalf of M/s. _____ [Name of manufacturer]

Note: This letter of authorization should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.



Annexure – ‘E’

DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER.

Self Attested

I / We _____ (Tenderer) hereby declare that the firm / agency namely M/s. _____ has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India.

Or

I / We _____ (Tenderer) hereby declare that the Firm / agency namely M/s. _____ was blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of _____ years w.e.f. _____ to _____. The period is over on _____ and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I / we are fully aware that the tender/ contract will be rejected / cancelled by Director, NIT Jalandhar, and EMD / SD shall be forfeited.

DEPONENT

Attested:

(Public Notary / Executive Magistrate)

Name _____

Address _____



Tender No. NITJ/PUR-I/ME/41/16/e-Tender No. 07/2016
Date of Opening : 07/06/2016

The Director
Dr B R Ambedkar National Institute of Technology Jalandhar

I/We **hereby certify that I/We are established firm of manufactures/authorized agents of M/s.....with factories at** **which are fitted** with modern Equipment/Item are open to inspection by the representative of the institute. We hereby agree to supply the following items at the price and within the period of delivery indicated below:-

CAT	Description	Specification for	Rate per unit	Price FOR NITJ	VAT/Excise/ Custom	Delivery period	Guarantee / Warranty

1. Please delete whichever is not applicable.
2. It is hereby certified that we have understood the instructions to tenderer and also terms and conditions attached to the tender.
3. This is certified that the rates quoted above are not more than the rates charged from any other Institution/Department/Organization
4. We hold this offer valid for acceptance for a period of 90 days.
5. **Earnest money for an amount of equal to is enclosed.**

Date

Place

Signature & Seal of the Manufacturer/Tenderer



Dr B R AMBEDKAR NATIONAL INSTITUTE OF TECHNOLOGY

G T Road By Pass, Jalandhar-144011, Punjab (India)

EPABX-0181-2690301 & 453 Fax: 2690320 & 932 website: www.nitj.ac.in email: registrar@nitj.ac.in

Annexure: 'G'

Tender No. NITJ/PUR-I/ME/41/16/e-Tender No. 07/2016

Date of Opening : 07/06/2016

(To be submitted online only)

Name of the Equipment /Item: _____

Name of the Manufacturer : _____

Make of the Equipment /Item: _____

Model Number : _____

County of Origin : _____

Sl. No.	Description	Rate/Unit
1.	Cost of the Equipment /Item (* FOB value)	
2.	Estimated Packing Forwarding etc.	
3.	Air freight/shipping charges, Insurance charges etc.	
4.	Total CIF value (up to Delhi Airport)	
5.	Custom Duty , if any (mention) @ _____	
6.	FOR NIT Jalandhar Charges- (Custom Clearance Charges, Loading, transportation, insurance & unloading) up to site (In Rs.)	

This is certified that the rates quoted above are not more than the rates charged from any other Institution/Department/Organization.

It is hereby certified that we have understood the instructions to tenderer and also terms and conditions attached to the tender

Note:

- **Taxes and other levies, if any are to be clearly specified in the bid.**
- **Insurance: Good should be insured upto delivery place i.e. Dr B R Ambedkar National Institute of Technology, Jalandhar.**

Signature & Seal of the Manufacturer/Tenderer
Annexure: 'H'



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CERTIFICATE OF WARRANTY

- i). I/We certify that the warranty shall be for a period of _____ years for _____ and starting from the date of satisfactory installation, commissioning and handing over of the Equipment /Item and of the works conducted therewith covered under the supply order in working order. During the **warranty period, I/we shall provide free “after sale service” and the replacement of any part(s) of the** Equipment /Item or rectification of defects of work of the Equipment /Item will be free of cost. The replacement of the parts shall be arranged by us, at our own cost and responsibility. We undertake that the above warranty shall begin only from the date of satisfactory and faultless functioning of the Equipment /Item for 60 days at NIT Jalandhar premises. The benefit of change in dates of the warranty period shall be in the interest of the use/your organization.
 - ii). During the warranty period, we shall provide at least _____ **preventive maintenance visits.**
 - iii). Uptime Guarantee: During the warranty period, we will be responsible to maintain the Equipment /Item in good working conditions for a period 350 days (i.e. 95% uptime) in a block of 365 days.
 - a). All complaints will be attended by us within 2 working days of receipt of the complaint in our office.
 - b). In case there is delay of more than 2 days in attending to a complaint from our side then you can count the number of days in excess of the permissible response time in the downtime. The above said response time of 2 days for attending to a complaint by us will not be counted in the downtime.
 - c). **Penalty:** We shall pay a penalty equivalent to **0.5 % of the FOB** value of the Equipment /Item for every week or part thereof delay in rectifying the defect.
- Note: The right to accept the reason (s) for delay and consider reduction or waive off the penalty for the same shall be at the sole discretion of Director, NIT Jalandhar**
- iv). We certify that the Equipment /Item being/ quoted is the latest model and that spares for the Equipment /Item will be available for a period of at least _____ years and we also guarantee that we will keep the organization informed of any update of the Equipment /Item over a period of ____ years.
 - v). We guarantee that in case we fail to carry out the maintenance within the stipulated period, NIT Jalandhar reserves the right to get the maintenance work carried out at our risk, cost and responsibility after informing us. All the expenses including excess payment for repairs/maintenance shall be adjusted against the Performance Bank Guarantee. In case the expenses exceed the amount of Performance Bank Guarantee, the same shall be recoverable from us with/without interest in accordance with the circumstances.
 - vi). We shall try to repair the Equipment /Item at NIT Jalandhar premises itself. However, the Equipment /Item will be taken to our site on our own expenses in case it is not possible to repair the same at NIT Jalandhar. We shall take the entire responsibility for the safe custody and transportation of the Equipment /Item taken out for repairs till the Equipment /Item is rehabilitated to the NIT Jalandhar after repair. Any loss of Equipment /Item or its accessories under its charge on account of theft, fire or any other reasons shall be at our sole risk and responsibility which will be compensated to NIT Jalandhar for such losses at the FOB/CIF value for the damaged/lost Equipment /Item part, including accessories.
 - vii). We undertake to perform calibration after every major repair/breakdown/taking the Equipment /Item for repair out of NIT Jalandhar premises.
 - viii). In case of extended warranty, we undertake to carry out annual calibration of the Equipment /Item.
 - ix). We guarantee that we will supply spare parts if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price.
 - x). We guarantee to the effect that before going out of production of spare parts, we will give adequate advance notice to you so that you may undertake to procure the balance of the life time requirements of spare parts.
 - xi). We guarantee the entire unit against defects of manufacture, workmanship and poor quality of components.