

**Dr B R AMBEDKAR NATIONAL INSTITUTE OF TECHNOLOGY****G T Road By Pass, Jalandhar-144011, Punjab (India)**EPABX-0181-2690301 & 453 website: [www.nitj.ac.in](http://www.nitj.ac.in) email: [registrar@nitj.ac.in](mailto:registrar@nitj.ac.in)**Ref. e-Tender Notice No. NITJ/PUR/IIC/114/2019**

<b>Please find enclosed herewith the following:</b>		<b>Page No.</b>
<b>1.</b>	e-Tender Notice No. NITJ/PUR/IIC/114/2019 & Schedule for Opening of the e-Tender	2
<b>2.</b>	Annexure-I ( <b>Detail of Equipment, Tender Fee &amp; EMD</b> )	3
<b>3.</b>	Important Note	4
<b>4.</b>	Instruction to Tenderers	5-7
<b>5.</b>	Tender Evaluation	8-10
<b>6.</b>	Terms & Conditions	11-13
<b>7.</b>	Special Conditions For Submitting Bid In Foreign Currency by The Indian Agents/Dealers	14-15
<b>8.</b>	Questionnaires A & B	16-17
<b>9.</b>	Performa for performance statement	18
<b>10.</b>	Annexure 'A' ( <b>Specifications of the Equipment</b> )	19-28
<b>11.</b>	Annexure 'B' & 'C' ( <b>Format For Performance Bond/ Guarantee &amp; Format For Performance Bond (Bank Guarantee)</b> )	29-30
<b>12.</b>	Annexure – 'D' ( <b>Format for Manufacturer's Authorization Form</b> )	31
<b>13.</b>	Annexure- 'E' ( <b>Declaration Regarding Blacklisting/ Debarring for taking part in Tender</b> )	32
<b>14.</b>	Annexure –'F' ( <b>Certificate of Warranty</b> )	33

**Assistant Registrar****Dr. B. R Ambedkar NIT Jalandhar**Email: [arpurchase@nitj.ac.in](mailto:arpurchase@nitj.ac.in)



**Dr B R AMBEDKAR NATIONAL INSTITUTE OF TECHNOLOGY**

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

EPABX-0181-2690301 & 453 website: [www.nitj.ac.in](http://www.nitj.ac.in) email: [registrar@nitj.ac.in](mailto:registrar@nitj.ac.in)

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

**e-Tender Notice No. NITJ/PUR/IIC/114/2019**

National Institute of Technology, Jalandhar invites e-tender for purchase of Field Emission Scanning Electron Microscope (FESEM) with Accessories as per detail available at Annexure-I along with Tender Fee & EMD required for Institute Central Facility for the Department of Institute Instrumentation Center of the Institute as per details given below:

I	Downloading & Submission of Online e-tender/bids	Start Date: 10.02.2020 from 03:00 PM
II	Last date of submission of online bids	End Date: 09.03.2020 upto 11:00 AM
III	Physical submission of Tender Fee and EMD	End Date: 10.03.2020 upto 11:00 AM
IV	<b>Opening of Technical e-Bid (online)</b>	<b>10.03.2020 on 11:00 AM</b>

Detailed Terms and Conditions are available in e-tender document. The bid document can be downloaded from the [CPP Portal](#).

Complete tender document is available for reference purposes on Institute website [www.nitj.ac.in](http://www.nitj.ac.in) and [CPP Portal](#). Only e-tenders will be accepted.

**Registrar**



**Dr B R AMBEDKAR NATIONAL INSTITUTE OF TECHNOLOGY**

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

EPABX-0181-2690301 & 453 website: [www.niti.ac.in](http://www.niti.ac.in) email: [registrar@niti.ac.in](mailto:registrar@niti.ac.in)

**Annexure-I**

**e-Tender Notice No. NITJ/PUR/IIC/114/2019**

**Detail of Equipment, Tender Fee & EMD are as under:**

<b>Sr. no.</b>	<b>Item/Equipment</b>	<b>Qty.</b>	<b>Tender Fee</b>	<b>EMD</b>
1	Field Emission Scanning Electron Microscope (FESEM) with Accessories	01	Rs. 500/-	Rs.7,00,000/-

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

**\*Exemption of Tender fee & EMD will only be given to MSME/NSIC registered bidders.**



### **Important Note**

1. All corrigenda, addenda, amendments and clarifications regarding this tender document will be uploaded on the website [www.niti.ac.in](http://www.niti.ac.in) and CPP Portal 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 next working day at same time.
  3. In case, the last date of submission of EMD & Tender fee falls on holiday, the EMD & Tender fee shall be submitted on the next working day at same time.
  4. 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.niti.ac.in](http://www.niti.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.
  5. **Tender fee of Rs.500/- (Non- refundable) in the form of DD in favour of Director, D R B R Ambedkar NIT, Jalandhar.**
  6. **EMD (refundable) in the form of DD in favour of Security- A/c, DR B R Ambedkar NIT, Jalandhar.**
  7. **Both EMD and Tender fee are be submitted as per dates mentioned in schedule, failing which e-bids will not considered.**
- ❖ **All the bidders are required to submit the Tender Fee and EMD as per requirement of tender document failing which bids received straightway rejected and bid will be treated invalid.**
  - ❖ **Note: If the bidder inadvertently or otherwise upload the quoted rates in the technical bid, the bid will be straightway rejected and treated invalid.**
  - ❖ **If the bidder is exempted for payment of Tender Fee and EMD as NSIC/MSME registered bidders, then bidder is required to submit NSIC/MSME exemption certificate for same. The Certificate must be valid as on last date of submission of bid.**

**Tenderer must submit a scanned copy (duly signed and stamped) regarding terms & conditions as per our tender documents along-with make/model, specifications, bill of quantity as per required equipment in the technical bid for examine the bid as per our institute tender documents. It is noted that no rate should be depicted in the letter head.**



**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 CPP Portal.
2. Bids are to be submitted online and opened online as per time given failing which no tender will be considered..
3. Bids will be opened online as per time given schedule.
4. **Before submission of online bids, bidders must ensure that scanned copies of all the necessary/relevant documents have been uploaded with the bid which should be duly signed and stamped. The duly signed and stamped copies of Terms & Conditions of the tender, reply of the Questionnaire of Plant & Machinery and other documents of the Tender & Annexures must be uploaded, failing which their bids may be rejected.**
5. NIT JALANDHAR, will not be responsible for any delay in online submission of bids due to any reason whatsoever.
6. **Bidders should also upload the scanned copies of Tender fees/EMD/Exemption Certificate as specified in the tender documents along with online technical documents. EMD in the form of a Demand Draft in favour of the Security – A/c, Dr B R Ambedkar NIT, payable at Jalandhar (refundable separate) and Tender Fee in the form of a Demand Draft in favour of the Director, Dr B R Ambedkar NIT, payable at Jalandhar (Non- refundable separate) should also be submitted in physical form to the following address as per scheduled time given for physical submission of EMD and Tender fee. The Envelope should be super-scribed as EMD and Tender Fee for Tender for Supply of Field Emission Scanning Electron Microscope (FESEM) with Accessories and sent to following address:-**  
  
**Kind Attention- Assistant Registrar (Purchase Section) 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.
8. The conditional bids shall not be considered and will be out rightly rejected.

**Read and Accepted**

**(Signature & Stamp of Tenderer)**



9. The Financial Bid through e-tendering process shall be opened of only those bidders, who will qualify in the technical bid and 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. 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 issuance of an amendment.
11. The amendment will be uploaded on Institute website and CPP Portal only. In order to provide reasonable time to prospective tenderer(s), for preparing their bid as per amendment, the institute may, at its discretion extend the deadline for the submission of tender.
12. **The supplier must upload the original manuals / catalogue and mention make & Model of the Equipment /Item. Otherwise bid is liable to rejected.**
13. 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 + 02 months more 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) whose offer are found according to required specifications/ lowest will be released after finalization of Technical Bids/ Lowest Bid/Purchase.
14. The Format of Performance Bank Guarantee bond or Performance Bank Guarantee issued by the bank as per the format given in **Annexure "B" & "C"**.
15. Delivery time is the essence of the contract and must be met with.
16. Nearest specifications/better specifications can be considered. In case of deviation, complete justification should be furnished with proper documents.
17. The Director may accept a tender in part or whole of the quantity offered, reject any tender without assigning any reasons and may not accept the lowest bidder. Further in case of any doubt/dispute, the decision of the Director of the Institute shall be final.
18. The offer shall be kept valid for minimum 120 days.

**Read and Accepted.**

**(Signature & Stamp of Tenderer)**



19.
  - 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.
20. The supplier will be responsible till the entire stores contracted for, arrive in good condition at destination.
21. The tenderer should not have been debarred and/ or blacklisted by any Central Government/ or any State Government Department(s) . This must be supported by an affidavit as per format given in **Annexure-“E”**.
22. If any information furnished by the bidder is, at any stage found to be incorrect/false/fabricated, the Institute shall have the absolute right to forfeit the EMD, warranty/performance guarantees or/and security deposits, in addition to cancellation of contract, and in accordance with law, such other actions may be taken like black-listing of the bidder etc.

**Read and Accepted.**

**(Signature & Stamp of Tenderer)**



### **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 the following like the bid qualifies the essential eligibility criteria or not, the tenderer has submitted the EMD & Tender fee or not, any computational errors have been made or not, all the documents have been properly filled or otherwise, all the documents have been submitted/ uploaded with technical bid or not, the specifications, Make/Model, Catalogue of quoted Equipment /Item are as per requirement tender specifications or not, Authorization of Dealer / Distributor/ Exclusive Agent certificate from manufacturer is in order or not, Sales & service policy of equipment / item during warranty period and after warranty period will also be seen, location of their authorized service centre will also be seen for evaluation etc.

After evaluation of technical bid(s), a list of the qualifying tenderer (s)/ bidder (s) shall be made. Short-listed tenderer(s) will 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 schedule of 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.

**Read and Accepted**

**(Signature & Stamp of Tenderer)**





**PART – II (e-FINANCIAL BID):**

- a) Bidders should offer the rates as per the format of BOQ as available on CPP Portal. **Detailed bill of material/quantity is also to be provided along with the price breakup of each item as per requirement of the tendered specification of the equipment in the online price bid at [CPP Portal](#).**

❖ **Note: The quoted amount as filled in the Annexure(s) of online financial bid and detailed bill of material/quantity provided with price break up of each item in the online financial bid should be tallied and both must be same, otherwise bid will be treated invalid.**

- b) Conversion to Single Currency: To facilitate evaluation and comparison, the Institute 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.
- c) Custom, GST or any other taxes, Education Cess and other charges must be mentioned in the price bid. The financial evaluation/comparison will be made after including all the above mentioned charges/taxes.

**Read and Accepted.**

**(Signature & Stamp of Tenderer)**



**ARBITRATION:**

In case of any dispute or difference arising out in connection with the tender conditions/job order/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.

**Read and Accepted.**

**(Signature & Stamp of Tenderer)**



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

1. Rate should be quoted F.O.R NIT Jalandhar.
2. a) For Foreign Import goods/ Equipment, the rates will be evaluated on DAP basis alongwith the item/equipment to be supplied in Indian rupees (If any). Therefore, rates should be quoted on DAP basis with separately mentioning of CIF or FOB charges. The complete description viz. make and model of the Equipment / item and name of the manufacturer must be clearly indicated. The equipment should be insured upto NIT, Jalandhar. Institute will provide all the documents regarding custom clearance.
- b) e-Bids found without quoted upto DAP NIT value shall be treated as invalid.
3. Where the Equipment / Machinery/ Instrument are 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 / Machinery/ Instrument according to its requirements.
4. 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 in Price Bid clearly.
5. a) The tenderer(s) who are quoting rates in foreign currency should quote Custom Duty for import (Foreign) goods against Custom Duty Exemption Certificate. The tenders claiming custom duty as extra should specifically give the present rate of Custom Duty as payable against each Equipment /Item. The custom duty so claimed will be reimburse on custom duty receipt basis.
- b) The tenderer(s) who are quoting rates in Indian Rupees, the rates should be quoted inclusive of custom Duty against Custom Duty Exemption Certificate (if any). No custom duty will be paid separately. Only custom duty certificate will be provided.
6. GST or any other chargeable duty where applicable must be specifically mentioned, failing which no tax or duty will be allowed at subsequent stage.
7. All items shall be indicated both in words as well as in figures. If there is difference between amount quoted in words and figures, amount quoted in words shall prevail.

**Read and Accepted.**

**(Signature & Stamp of Tenderer)**



**8. Payment:**

(a) 100% payment will be made against physical delivery, inspection, installation, training of the Equipment/Machinery/Instrument etc in the institute, receipt of satisfactory working report of the Equipment / Machinery/Instrument etc and receipt of Performance Bank Guarantee @ 5%.

b) **For Import Equipment /Item:** 90% of the DAP value of the equipment will be released, through irrevocable Letter of Credit (LC)/ Wire Transfer/ foreign draft/ draft at sight document. Balance 10% of the DAP value will be released after inspection, installation, training and performance bank guarantee of the Equipment / Machinery/Instrument etc in the institute. The payment charged by bidder on account of custom clearance, loading/unloading, transportation, insurance etc. as per price bid and delivery up to NIT, Jalandhar will be reimbursed against actual receipt basis in Indian rupees.

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.

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

**10. Training: In house training (where applicable) after the installation and commissioning of Equipment / Machinery/Instrument etc shall be provided by the supplier.**

**11. Delivery:** Delivery date 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 fails to deliver or dispatch any consignment within the period prescribed for such delivery, the delayed consignment will be accepted 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 with our any LD charges.

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.

3. Penalty on account of delay, Director NIT, Jalandhar reserves the right to impose 0.5% (Half) per cent penalty per week on account of delay in supply, if delivery received after expiry of the original delivery period. The total penalty will not exceed 10% of the value of the delayed goods.

**Read and Accepted.**

**(Signature & Stamp of Tenderer)**



**12. Installation:** Supplier has to install the Equipment / Machinery/ Instrument within two to three weeks from the receipt of the Equipment / Machinery/Instrument etc 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 / Machinery/Instrument etc which NIT Jalandhar should arrange before the arrival of Equipment / Machinery/Instrument etc 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 / Machinery/Instrument etc 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 / Machinery/Instrument etc of NITJ.

**16.** Details about the service center for the quoted Equipment / Machinery/Instrument etc. in India may be mentioned.

**Read and Accepted.**

**(Signature & Stamp of Tenderer)**



**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 Performa 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.
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 cost.
5. The offer should be accompanied with with a 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 in duplicate. 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 allowed by the Institute.
10. Inspection/ Test Certificate (if required) should be provided.

**Read and Accepted.**

**(Signature & Stamp of Tenderer)**



**Acceptance**

We\_\_\_\_\_ read and accept the instructions to the tenderer, terms & conditions and all other documents as mentioned in the tender and shall Comply with them strictly.

Name of Bidder \_\_\_\_\_

Signature

Address \_\_\_\_\_

Seal of firm:

\_\_\_\_\_

\_\_\_\_\_

Date:



**Questionnaires A & B**

**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 by you or that you should arrange to provide such facilities simultaneously.
3. Please indicate that you guaranteed that before going out of production of spare parts, you will give adequate advance notice to the purchaser so that the institute may order his requirements of spares in one lot, if he so desire.
4. Please indicate that you guaranteed 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 procure 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 for an agreed period.
6. Status:-
  - a) Indicate whether you are ISU or SSI
  - b) Are you registered with Government e-Marketing (GeM) 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 Government e-Marketing (GeM), 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
- 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/ Government e-Marketing (GeM) 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



**Dr B R AMBEDKAR NATIONAL INSTITUTE OF TECHNOLOGY**

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

EPABX-0181-2690301 & 453 website: [www.niti.ac.in](http://www.niti.ac.in) email: [registrar@niti.ac.in](mailto:registrar@niti.ac.in)

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

**e-Tender Notice No. NITJ/PUR/IIC/114/2019**

<b>Sr.No.</b>	<b>Order (full placed address of purchaser)</b>	<b>Order No. &amp; dated</b>	<b>Description and Qty. of Stores ordered</b>	<b>Value of Order</b>	<b>Date of Completion of delivery</b>	<b>Has the Equipment/Item been satisfactory commissioned</b>



**Specifications of Field Emission Scanning Electron Microscope (FESEM) with Accessories:-**

**SPECIFICATIONS for FESEM- Field Emission Scanning Electron  
Microscope**

High Resolution Schotkey emitter FE-SEM (Field Emission -Scanning Electron Microscope) is a high resolution scanning electron microscope which is intended for use for characterization and studying a wide variety of materials, which could be metallic, ceramic, semiconductor, polymer, rubber, emulsion/gel (frozen condition) and biological samples for investigating the microstructure and perform chemical analysis using Energy Dispersive X-Ray Spectroscopy (EDS), Texture & Phase analysis etc using EBSD.

**(A) Detailed Specifications:**

1.	<b>Resolution</b>	1 nm or better @ 15kV and 2 nm or better at 1 KV in normal high vacuum Secondary Electron (SE) mode. Less than $\leq 2.5$ nm in Back Scattering Electron (BSE) mode (1.8 nm or better in low vacuum mode )
2.	<b>Magnification</b>	100× to 10,00,000×
3.	<b>EHT/ Acceleration Voltage</b>	0.2 - 30 kV, continuously adjustable and maximum voltage should be sufficient for the highest magnification. All the KV settings must be operated /achieved by software only.
4.	<b>Chamber</b>	Suitable chamber for accommodating a minimum sample size of 100 mm diameter with atleast 10 accessory ports, two of them suitable for EDS attachments. Chamber design should allow changing of the specimens quickly. Quick-fit Specimen holder for holding at least 7 suitable pin-type stubs. Specimen exchange device with integrated air lock mechanism.
5.	<b>Stage</b>	5 axis Eccentric motorized stage with movements equivalent to or



		Better X= 100 mm or more Y = 50 mm or more Z = 40 mm or more Tilt = up to 60° or higher R= $\pm 360^\circ$
6.	Probe Current	At least 300 nA or more. High resolution to be guaranteed at highest probe current setting.
7.	Detectors	a) Chamber Secondary electron imaging (SEI) detector. b) On axis annular In-lens SEI (secondary electron) detector for high resolution imaging in high Vacuum at low KV. c) CCD-camera with IR illumination for in-chamber viewing. d) 5 Segment Backscattered Electron Detector (BSED) e) Low vacuum detector for analysis of non-conducting samples such as polymers, plastics, concrete, etc.
8.	User Interface	Keyboard, Mouse, Control Panel with multifunction for the control and adjustment of frequently used SEM parameters, Manual Joystick control for stage axis.
9.	Optics	1) Optics should be appropriate for scanning of lowest particle size. High resolution objective lens to observe large specimens with high resolution. 2) Optics should have final electrostatic lens or equivalent technology to image magnetic material at high resolution 3) Beam deceleration or equivalent technology must be built in for high resolution imaging at low KV.
10.	Display	2No. 24" TFT Monitors for FEG-SEM, One for control and another for Imaging. Configurable for single frame display or 4-quadrant display. Data display date, accelerating voltage, magnification, micron bar/value, film number and user comments, etc. Latest MS Windows based system (graphical user interface, key board, optical mouse). Line profile display. Comprehensive image annotation facilities with desirable fonts and colors.



11.	<b>Vacuum System</b>	<p>Suitable vacuum system having Ion pump, Turbo molecular Pump and oil free Rotary Pump for attaining required and hassle free operations. Two ion getter pumps along with the associated power supplies for the microscope column and vacuum gauges. A turbo-molecular pump backed by a two stage dry rotary pump for the specimen chamber.</p> <p>The vacuum system should be operated with computer controlled, pneumatic operated valves with full safe protection for mains/high voltage and vacuum failures. Isolation valves for specimen chamber and high vacuum system during sample loading. Automatic venting with dry nitrogen. Seamless transition between the vacuum modes. Faster vacuum recovery after breaking for specimen exchange (less than 5 min.).</p> <p>In high vacuum mode, the specimen chamber should achieve less than or equal to <math>10^{-3}</math> Pa vacuum</p> <p>In low vacuum mode imaging, chamber pressure should be adjustable from 10 Pa to 500 Pa.</p>
12.	<b>Integrated EDS</b>	Fully automated and integrated EDS system with standard sample for calibration.
13.	<b>EDS details</b>	<p>Integrated EDS system.</p> <p>A. EDS: LN2 free SDD detector with <math>30\text{mm}^2</math> or higher and 127ev or better. Resolution providing reliable and accurate results over the entire spectral range B to U, at typical SEM microscope operating condition. The EDS should be capable of selective element mapping, line scan, selected area analysis, Quantitative Analysis, Qualitative Analysis Multipoint Analysis (in micro and nano scale range) . It should be possible to do thin film analysis with nanometer scale resolution in both space and depth .</p> <p>B. Supplied EDS server &amp; analysis software should be capable of performing data acquisition, storing and transfer in common Windows based application format.</p>





		<p>It should have features like peak auto identification routine, spectral match analysis, automatic background subtraction, spectrum process using filters, least square fitting and peak de-convolution. Pile up correction and and back ground noise reduction, simultaneous imaging and analysis should be possible</p> <p>C. EDS should provide ultra-high throughput for fast measurements. Should provide high counts even at low beam currents. EDS detector should be compact and low weight.</p> <p>All these capabilities should be applicable for polished flat specimens, powder samples, thin films, fractured samples and nanostructured particulate systems. Backup software must be provided in optical media. Any further version of the software and updates must be provided free of cost for 5 years. The supplier should arrange for seamless interfacing, software, installation and commission for EDS system.</p>
<p>* Price for EDS attachments/softwares shall be quoted separately, so that institute may have the option to place partial order also.</p>		
14.	EBSD*	<p>The EBSD system should work on the same computer platform as that of EDS system, EBSD camera system should be CMOS based with 3000 fps or more. The EBSD should be optimized for low -kV data application while working with SEMS; camera should have motorized insertion and retraction mechanism. The position accuracy is to be 0.1mm .The camera should have Forward scattering Diodes as imaging detectors to acquire images with atomic, orientation, channeling contrast; camera interface to SEM should have sliding and tilting interface plate to correctly position the camera at the shortest possible EBSD WD for optimal special resolution.</p> <p>Simultaneous EBSD &amp; EDS data acquisition.</p> <p>Detector capable of in-situ adjustable for the optimum working distance. Software controlled detector positioning for automatic calibration.</p> <p>The EBSD system software should include following features:</p>



		<p>(i) Data Acquisition Software</p> <p>(ii) Phase Reflector File Creation Software</p> <p>(iii) Pole Figure Software (EBSD result should include Pole Figure &amp; inverse pole figures, mis-orientation profile, phase information, grain map and other detailed crystallographic information Software should be capable to reanalyze the obtained result.)</p> <p>(iv) Mapping Software</p> <p>(v) ODF Software</p> <p>(vi) Imaging and Beam Control Software</p> <p>(vii) Stage Control Software</p> <p>(viii) Phase Identification Software.</p> <p>(ix) Should include optional FSE/BSE imaging system that provide detailed color coded orientation contrast images.</p> <p>ICDD Date base should be provided for material phases and diffraction data of different material. One Pre tilt Sample holder.</p> <p>2 offline license should be provided</p>
<p>* Price for EBSD attachments/softwares shall be quoted separately, so that institute may have the option to place partial order also.</p>		
15.	Automatic electrolytic polishing and etching machine**	<p>I. Table top mode, no programming needs to be done.</p> <p>II. Scanning function- the machine should determine etching machine.</p> <p>III. The current density curve automatically by scanning the sample at pre-defined voltage range, thereby automatically select correct polishing and etching voltage.</p> <p>IV. Mask set with 0.5, 1.2, 2.5 cm<sup>2</sup> apertures and one without aperture should be quoted.</p> <p>V. Touch pad control with minimum 128x240 dots (16x40 characters and display the parameter like current, electrolysis, temperature and elapsed polishing/etching time.</p> <p>VI. Facility to set a temperature limit for electrolyte at which the cooling is started automatically and the cooling should stop as soon as the electrolyte is cooled to the same limit.</p> <p>VII. There should be facility to connect the polishing unit to an</p>



		external cooling unit. OUTPUT VOLTAGE / CURRENT SPECIFICATIONS Polishing 0-100 V (1V steps)/6A Etching 0-25V (0.5V steps)/6A External Etching 0-15V (0.5V steps)/1.5A Image processing : Resolution 3072x3024 pixel or better, Continuous averaging up to 256 frames Line averaging upto 256 frames
<b>** Price for Electrolytic polishing machine shall be quoted separately, so that institute may have the option to place partial order also.</b>		
16.	<b>Work station and computer</b>	Graphical user interface with latest windows software, microscope control software, DVD or hard disk in various formats (TIFF, JPG, BMP, etc.). The microscope should be controlled from graphical user interface running at a 1280x1024 screen resolution.  The workstation should include a 24" LCD/LED monitor, and standard keyboard and optical mouse. Branded desktop PC with following configurations: 3 GHz or higher speed Intel Pentium i7 or higher Processor, 16 GB RAM, 1 TB hard disk, original Intel motherboard, DVD RW, 3 button scroll optical mouse with pad and standard keyboard on USB, and appropriate number of USB/other ports for operation of SEM and accessories.
17.	<b>Printer</b>	Color photo laser jet printer with a minimum resolution of 1200 x 1200 dpi. High quality photo laser jet duplex printer (min 18 pages per minute) for image and report printing suited for A4 size paper.
18.	<b>Software</b>	Original licensed software for the comprehensive operation of





		the microscope, computer, motorized stage / stage control, CCD camera and vacuum interlocks. Software for acquiring SSE and SE images. The software should be embedded in the microscope control software. Latest version of Microsoft Office utility.
19.	<b>Calibration</b>	Accessories (standards) for calibration of magnifications, dimensional and resolution, EDS system etc
20.	<b>FESEM Table</b>	Anti-vibration table for chamber, the microscope column and support for monitor, optical mouse, keyboard.
21.	<b>Supporting Tools</b>	Specimen handling tools, stage tools and specimen preparation Tools materials and general tools maintenance of FEGSEM. Conductive carbon tapes of 20m to be provided.
22.	<b>Essential Accessories</b>	<p>i) IRCCD camera</p> <p>ii) Suitable Chiller with air circulation system</p> <p>iii) Compressor</p> <p>iv) Interface between SEM and EDS, EBSD</p> <p>v) UPS 10 KVA with 2 hr back up</p> <p>vi) 4 Nos. Spare Filament (in the form of coupons)</p> <p>vii) Combined Sputtering and Carbon and gold coating system. Gold sputter and carbon Coater for coating thin layer of carbon/gold on the samples. System should consist of different coating /sputtering programs including different time and current values. Sputtering/ Coating program should be editable as per sample requirement.</p> <p>Low noise two stage rotary pump to create vacuum (<math>\geq 10^{-2}</math> Torr) inside coating chamber. System should be capable of read out accurate vacuum inside chamber unit.</p> <p>The target holder should be able to hold 2 inch diameter target. Gold target (at least <math>\geq 2</math> inch diameter and 0.2 mm thickness, 99.9 purity should be provided along with the system. Carbon Coater assembly contains carbon yarn and graphite rods for coating the samples.</p> <p>Rotational multi stage holder to hold multiple samples in a single run process.</p>
23.	<b>Recommended</b>	Quote should also be submitted for recommended essential



	<b>essential spares</b>	spares and consumables for uninterrupted operation of the equipment for five years.
24.	<b>Maintenance</b>	The supplier shall provide uninterrupted supply of spares and accessories for a period of 10 years after warranty.
25.	<b>Up-gradation</b>	(i) The supplier shall supply any software for FESEM and EDS, EBSD operation whenever they are upgraded. (ii) The equipment shall have the provision for upgradations like Electron Beam Lithography, WDS, nano Indentation etc.
26.	<b>Application notes</b>	The supplier shall provide detailed application notes of FESEM and EDS, EBSD systems in hard and soft copies.
27.	<b>Man Power</b>	The supplier will have to provide a high skilled and experienced (at least 1 year experience) full time operator to run the system for a period of 5-years from the date of installation of the system in the institute at their own cost. The amount for the 5 years operator service might be paid on year to year basis. The operator will work as an employee of the vendor and institute shall have no responsibility for his/her service liabilities

**(B) Installation & operational requisites:**

All the prerequisites for installation and operation (Special electricity, cooling water, air, any other) have to be quoted. Institute will only provide standard electricity at 220V, 50Hz, normal quality water and space.

**(C) Warranty and maintenance:**

1. The complete comprehensive onsite warranty for 3 years (excluding breakdown periods) for the entire system, including the filaments etc.
2. 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, without any liability of cost. But it should be repaired within 72 working hours from the date and time of complaint lodged by the user. In case of any delay in repair without adequate justification, there will be penalty of rupees 5,000/- per day for the down time. Supplier should ensure to provide all spares required for making the instrument operational. The spares recommended for keeping in inventory along with the instrument may also be quoted.



**(D) Annual maintenance contract:**

After warranty, AMC ( year wise) charges should also be quoted as optional.

**(E) Installation and training**

Installation should be done by the manufacturer. On-site one week training for operation and application may be given to the users free of cost.

**(F) Spare parts**

The supplier of the instrument must confirm in writing that the spares for the entire instrument will be available for a period of at least ten years after the model of equipment supplied has been phased out. For frequently required spares, there should be adequate inventory with the Indian agency.

**(G) Manual**

One set of operating manual and service manual including detailed drawings and circuit diagrams(in English) should be provided with the instrument

**(H) User list with contacts**

Vendor should provide us a list of installations in India with all contact details and model details so that NIT Jalandhar can approach the contact person for any feedback. In case of any doubt about capability of the machine, the vendor will have to arrange demonstration at any site bearing the cost including the travel and other expanses of NIT Jalandhar representatives.

**(I) Compliance statement**

- The supplier must submit technical brochures and proper application notes adequately explaining and confirming the availability of the features in the model of the equipment being quoted.
- The supplier must submit a table indicating the compliance of the features of the model of the equipment being quoted with those given in the indent. Features not matching – must be clearly indicated.
- Additional features and Features in the quoted equipment which are better than those in the indent – may be clearly explained.
- The vendor must certify that the equipment and accessories quoted provide a complete package for use of SEM along with analysis by EDS, EBSD.

**(J) Other Requirements:**

1. Demonstration of all the functionalities of FESEM imaging process, showing specified resolution on standard samples such as Gold and Tin ball, and testing on various user's sample must be done at the time of installation. All standard specimens should be provided by the vendor.





2. The vendor should have at least 5 FESEM installations across the country in last 5 years. The Committee may relax the number of installation required.
3. Lifelong upgradation of all software for imaging, analysis, EBSD & EDS etc should be included.
4. List of spares that can be kept in stock should be provided with price

**OPTIONAL ACCESSORIES:**

- 1) STEM detector can also be included that work with FESEM that can detect transmitted electrons as well.
  - 2) Load lock stage can also be included for sample exchange to minimize the sample changing time and keep the main sample chamber clean.
  - 3) 2 year extended warranty
-



**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 \_\_\_\_\_ (*here in after 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, Messrs \_\_\_\_\_ 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.



**Annexure “C”**

**FORMAT FOR PERFORMANCE BOND (BANK GUARANTEE)**

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 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.



**Dr B R AMBEDKAR NATIONAL INSTITUTE OF TECHNOLOGY**

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

EPABX-0181-2690301 & 453 website: [www.niti.ac.in](http://www.niti.ac.in) email: [registrar@niti.ac.in](mailto:registrar@niti.ac.in)

**Annexure “D”**

**FORMAT FOR MANUFACTURER’S AUTHORIZATION 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]



**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:**

**(Stamp of Company with authorized sign)**

Name \_\_\_\_\_

Address \_\_\_\_\_





**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/CIF** 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 wave 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 warrantee, 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.

**Signature & Seal of the Manufacturer/Tenderer**