



Central Purchase Unit
National Institute of Technology Srinagar (J&K) -190006

Email: cpu@nitsri.ac.in

E-TENDER NOTICE

BID DOCUMENT

[Two Cover system]

Tender No. NITS/CPU/ET/2021/MED/71

Date:27 / 12/2020

On behalf of The Board of Governors of the Institute online bids (Two- Cover System) are invited from eligible reputed manufacturers or their authorized agents or dealers for the supply of Goods for Physiotherapy Centre of the following item(s):

Sl. No	Description of work	Last date & Time for online submission of bids	Date/Time for opening of Technical bid
1	Supply of Goods for Physiotherapy Centre	09-01-2021 23:00 hrs	10-01-2021 11:00 hrs

Website for Online bid Submission : <https://mhrd.euniwizarde.com>

Cost of Tender documents: - 1000/- to be paid online mode only

Technical Specifications are available at the bottom of the document.

KINDLY NOTE THAT ONLY ONLINE BID WILL BE CONSIDERED AGAINST THISTENDER. Further, requests for postponement will not be entertained. Bids send by post/Fax/email bids shall be rejected straightway.

All the bidders may kindly note that all future corrigendum/amendments will be published on Institute website: www.nitsri.ac.in and <https://mhrd.euniwizarde.com> website only and no separate notice through print media shall be released for the same. All the prospective bidders are therefore requested to visit the websites regularly for any such changes/update.

The Institute reserves the right to accept/reject any or all tenders either in part or in full without assigning any reasons there for.

Officer-in-charge
Central Purchase unit

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

- (i) "The Purchase Order" means the Purchase Order placed by the Purchaser including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (ii) "The Contract Price" means the price payable to the Supplier under the Order for the full and proper performance of its contractual obligations;
- (iii) "The Goods" means all the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract;
- (iv) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract
- (v) "GCC" mean the General Conditions of Contract contained in this section.
- (vi) "SCC" means the Special Conditions of Contract.
- (vii) "The Purchaser" as specified in Special Conditions of Contract.
- (viii) "The Purchaser's country" is "India".
- (ix) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (x) "Day" means calendar day.
- (xi) National Institute of Technology Srinagar J&K (NITS J&K) ; Director; The Officer-in-charge Central purchase unit; Officer-in-charge, Central Purchase Unit (O/C CPU) represent the same entity.

2. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, Annexure –I. The goods shall conform to the recognized national regulatory standards of the country of origin or any other recognized standards like CE; BIS or similar applicable. Such standards shall be the latest issued, by the concerned institution.

4. Use of Contract Documents and Information

The bidder shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

5. Patent Rights

The bidder shall indemnify the Purchaser against all third-party claims of infringement of patent, trade mark or industrial design rights arising from use of the Goods or any part thereof in India.

6. Submission of the bids and BID SECURITY

The procurement will be carried out through submission of online tenders only. No offer in physical form will be accepted and any such offer if received by The Institute will be outrightly rejected. Tender documents can be downloaded from website of <https://mhrd.euniwizarde.com> and final bids (Technical and Financial) are to be uploaded on same website only.

Before submission of bids, the bidders are requested to kindly read the Instructions to bidders for online participation available at the end of this tender document

In place of bid security bidders can submit bid security declaration as per rules, in the given form provided in the tender document.

Before submission of bids, the bidders are requested to kindly read the Instructions to bidders for online participation available at the end of this tender document.

7. Inspections and Tests

The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.

8. Packing

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.

The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

Packing Instructions: Each package will be marked on three sides with proper paint/indelible ink, the following:

- (i) Item Nomenclature
- (ii) Purchase Order/Contract No.
- (iii) Country of Origin of Goods
- (iv) Supplier's Name and
- (v) Packing list reference number

9. Delivery and Documents

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in supply the order within the specified period. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

Delivery of the goods should be made within a maximum of 30 Days from the date of placement of purchase order. Within 24 hours of shipment, the supplier shall notify the purchaser and the insurance company by cable/telex/fax/e mail the full details of the shipment including contract number, railway receipt number/ AWB etc and date, description of goods, quantity, name of the consignee, invoice etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- (i) Three copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
- (ii) Acknowledgment of receipt of goods from the consignee(s) by the transporter;
- (iii) Insurance Certificate if applicable;
- (iv) Manufacturer's/Supplier's warranty certificate;
- (v) Inspection Certificate issued by the nominated inspection agency, if any, and the Supplier's factory inspection report; and
- (vi) Certificate of Origin.
- (vii) Two copies of the packing list identifying the contents of each package.

The above documents should be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses including demurrage charges.

10. Insurance

The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

For delivery of goods at the purchaser's premises, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" The insurance shall be valid for a period of not less than three months after installation and commissioning. However, in case of orders placed on FOB/FCA basis, the purchaser shall arrange Insurance.

11. Transportation

Where the bidder is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

12. Spare Parts

As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

(i) Such spare parts as the Purchaser may elect to purchase from the Supplier, provided this election shall not relieve the Supplier of any warranty obligations under the Contract;

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.

The incidental services also include:

Furnishing of one set of detailed operations & maintenance manual.

13. Warranty

The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from manufacturing, design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. The warranty should be comprehensive and on site.

This warranty shall remain valid for a period as mentioned on specification page after the Goods or any portion thereof as the case may be, have been delivered, installed & commissioned and accepted at the final destination indicated in the Contract.

Warranty period shall be counted from date of successful installation of equipment.

If during warranty period any component or spare part is needed, the same should be supplied free of cost with same configuration or better configuration. All associated cost for replacement of spare parts shall be borne by the supplier including the cost of customs duty, customs clearance charges etc.

In case of complaint regarding repairing/replacement of equipment/instrument within warranty period, the supplier will provide repair/replacement immediately. In case of non-compliance/delay compliance, the supplier will be penalized with an amount mutually agreed upon and it would be deducted from bank guarantee.

14. Payment

100% payment shall be released after supply, Installation and commissioning of the equipment(s). Performance Security to be deposited @10% of the total P.O value. The Performance security will be released 60 days after the warranty period is over

Purchaser is not liable to pay any interest amount on BID SECURITY in any condition.

Payment of bill shall be processed after completion of supply of all goods as per order.

Part payment/piece meal payment of purchase order shall not be allowed.

15. Prices

Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in the bid .

Price will be quoted in both words and figures. In case of any difference, the prices quoted in words shall prevail.

16. Subcontracts

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

Sub-contract shall be only for bought-out items and sub-assemblies.

17. Delays in the Supplier's Performance

Since time is the essence of the contract, delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Contract.

18. Penalty

If the Supplier fails to deliver any or all of the Goods or to perform services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 1% per week subject to the maximum deduction of 10% of the contract price. Such payment shall be deducted from the same bill or any other bill due to supplier from NITS J&K.

19. Termination for Default

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

(i) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser.

- (ii) If the Supplier fails to perform any other obligation(s) under the Contract.
- (ii) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of gratification to influence the action of a public official(s) in the procurement process or in contract execution.
- (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition;"

20. Force Majeure

The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, act of God and freight embargoes.

21. Resolution of Disputes

The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a contractual dispute, either party may require that the dispute be referred for resolution to the formal mechanisms. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and national or international arbitration.

In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Officer-in-charge Central purchase unit NIT and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

- (i) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

22. Taxes and Duties

Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser. However, GST in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order.

23. Inspection and Tests: Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications attached to the purchase order. Manufacturer's test certificate with data sheet shall be issued to this effect and submitted along with the delivery documents. The purchaser may be present at the supplier's premises during such inspection and testing if mutually agreed to without financial implication on the Institute. The location where the inspection is required to be conducted should be clearly indicated. The supplier shall inform the purchaser about the site preparation, if any, needed for installation of the goods at the purchaser's site at the time of submission of order acceptance.

The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the equipment is installed at purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble free operation and ascertaining conformity with the ordered specifications and quality. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier shall maintain necessary log in

respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified.

In the event of the ordered item failing to pass the acceptance test, a period not exceeding one week will be given to rectify the defects and clear the acceptance test, failing which the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser.

Successful conduct and conclusion of the acceptance test for the installed goods and equipment(s) shall also be the responsibility and at the cost of the Supplier.

24. **Manuals and Drawings**

Before the goods are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.

The Manuals shall be in English in such form and numbers as stated in the contract.

Unless and otherwise agreed, the goods/ equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawing have been supplied to the Purchaser.

25. **Applicable Law:** The place of jurisdiction would be Srinagar, Jammu and Kashmir.

26. **Notices:** For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

I. Purchaser:

Officer-in-Charge

Central Purchase Unit

National Institute of Technology Srinagar

Hazratbal Srinagar-190006, J&K

Contact for Clarification:

1. 9622481576

2. 9469880718

II. Supplier: (To be filled in by the supplier)

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INSTRUCTION TO BIDDERS (ITB)

INTRODUCTION

1. Eligible Bidders

This invitation for Bids is open to all manufacturers or their dealers specifically authorized by the manufacturers to quote on their behalf for this tender as per manufacturer's authorization form and Indian agents of foreign principals, if any who possess the qualifying requirements specified in this tender.

Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

If any agent submits bid on behalf of the Principal/OEM, the same agent shall not submit as bid on behalf of any other principal/OEM in the same tender for the same product.

In a bid, either the Indian Agent on behalf of the principal/OEM or principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same bid.

The bidders may submit the proprietary certificate for the item(s) if applicable

2. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

THE BIDDING DOCUMENTS

3. Cost of Bid Document

As mentioned on e-tender notice

4. Contents of Bid Document

The Bidder is expected to examine all instructions, forms, terms (ITB/GCC/SCC etc.), and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive shall result in rejection of the bid.

5. Amendment to Bid Document

The prospective bidders are required to keep a watch on the MHRD/NITS, J&K

Website w.r.t. any amendment to the tender document or to clarification to the queries raised by the bidders up to seven days prior to the opening of the tender. The Purchaser reserves the right to reject the bids if the bids are submitted without taking into account these amendments/clarifications. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

PREPARATION OF BIDS

6. Documents Comprising the Bid

The bidder is required to upload its bids on the MHRD portal: <https://mhrd.euniwizarde.com> in two parts in prescribed excel format available on the website only. One part is the Techno-Commercial Unpriced Bid and the other part is the Financial or Price Bid.

6.1 The Techno-Commercial Unpriced Bid prepared by the Bidder shall include the following without indicating the price in the Bid Form.

- I. The following documents establishing **that the bidder is eligible to bid** and is qualified to perform the contract if its bid is accepted as per qualification requirements/criteria.
 - a. **GST Registration Certificate.**
 - b. **Pan Card**

- c. Technical Specification Compliance Form (Available in Tender Document)
- d. Audited Annual Accounts including Balance Sheet and Profit & Loss account for the FY 2020-2021, FY 2019-2020, FY 2018-2019. The average annual turnover which should not be less than 20 Lakhs for the FY 2020-2021, FY 2019-2020, FY 2018-2019.
- e. User list
- f. Manufacturer's Authorization Form. (Available in Tender Document)
- g. Bid Undertaking. (Available in Tender Document)
- h. Bid Security Declaration Form(Available in Tender Document)

Note: - All documents are Mandatory and should be clearly scanned and uploaded on the portal.

6.2 The Financial/Price Bid shall comprise of the Price Schedule 'Part A' and 'Part B' given with tender to be uploaded after filling all relevant information like Rate, freight, insurance, custom duty etc. The Rate should be inclusive of all charges and no other charges shall be considered. The priced bid should be uploaded strictly as per the format available with the tender failing which the offer is liable for rejection (renaming or changing format of Price schedule sheet will not be accepted by the system).

7. Bid Prices

The Bidder shall indicate the unit prices and total bid prices of the goods it proposes to supply in response to this notice and enclose it with the priced bid in the formats given in this bid document.

Prices indicated shall be entered separately in the following manner (For Indigenous Items):

- (i) The price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable
- (ii) Taxes: NITS, J&K is DSIR registered Institution and is entitle to benefits for ED/CD and GST as per G.O.I. notifications. Hence all duties if any and taxes should be shown separately. Please mention the applicable taxes (GST) clearly. We don't issue any 'Form C' or 'Form D'. However, being an R&D Organization DSIR certificate will be issued at the time of issue of purchase order. The Institute is also exempt from entry tax by the Govt. of J&K. No other charges except those mentioned clearly in the bid will be admissible.
- (iii) Rates should be quoted F.O.R. at site i.e. NIT Srinagar,J&K. Inclusive of packing, forwarding, loading & unloading, shifting up to the site of installation, installation and commissioning charges etc. If ex-works prices are quoted then packing, forwarding, documentation, freight and insurance charges must be clearly mentioned separately and clearly. Vague terms like packing, forwarding, transportation etc. without mentioning the specific amount/ percentage of these charges will not be accepted. Such offers shall be treated as incomplete and rejected. Where there is no mention of packing, forwarding, freight, insurance charges, such offers shall be assumed as all inclusive of above charges.

Prices indicated shall be entered separately in the following manner

(For Imported Items, quote the DDP price all inclusive of all charges as given below):

- (i) The price of the goods quoted shall be inclusive of export packing, forwarding, inland freight, airfreight, Insurance, custom clearance charges, customs duty, loading & unloading, delivery, shifting if required up to the site/laboratory at NITS J&K, installation and commissioning, training and insurance from warehouse to warehouse (up to site of installation of NITS J&K.And other local costs incidental to delivery of the goods up to the site of installation at NITS J&K) . However NITS J&K will provide Original Duty Exemption Certificate, copy of DSIR Registration certificate etc. if required by the vendor.

Prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price the bid will be treated as non - responsive and rejected.

8. Bid Currencies

Prices shall be quoted in Indian Rupees or in freely convertible foreign currency permitted as per GFR2017 of G.O.I. for correct evaluation during comparison.

9. Documents Establishing Goods' Eligibility and Conformity to Bid Document

The documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.

Specifications are basic essence of the product. It must be ensured that the offers are strictly as per specifications. At the same time it must also be kept in mind that merely copying our specifications in the bid shall not make firms eligible for consideration. The documentary evidence of conformity of the goods and services to the Bid Document may be in the form of literature, drawings, data, and shall consist of:

- (i) A detailed description of the essential technical and performance characteristics of the goods as per specifications;
- (ii) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the goods by the Purchaser; and
- (iii) An item-by-item commentary on the Purchaser's technical specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the technical specifications.

10. Period of Validity of Bids

Bids shall remain valid for 90 days from the date of opening the bid prescribed by the Purchaser. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

11. Format and Signing of Bid

12.1.1 The Bidder shall upload the bids in two parts. One part shall contain Techno-Commercial un-priced Bid and the other shall contain the Priced Bid.

All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.

Any interlineations, erasures or overwriting shall be valid only if the persons or persons signing the bid endorse them.

The Bidder shall furnish information on commissions or gratuities, if any paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract as per the bid form.

The bid once accepted and awarded the contract the bidder will be obliged to execute the contract for the delivery and commissioning of the product at NIT Srinagar, J&K..

12. Modification and Withdrawal of Bids

The Bidder may modify or withdraw its bid after the bid's submission; prior to the deadline prescribed for online submission of bids.

No bid may be modified subsequent to the deadline for online submission of bids.

No bid may be withdrawn in the interval between the deadline for online submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

OPENING AND EVALUATION OF BIDS

13. Opening of Bids by the Purchaser

The Purchaser will open all Techno Commercial Un-priced Bids, as per the schedule given in invitation to bids.

In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened on the next working day.

The Financial/price bid of technically qualified bidders only will be opened at the date and time to be informed to the qualified bidders.

14. Clarification of Bids

To assist in the examination, evaluation and comparison of bids, the Purchaser may, at its discretion ask the bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing and no change in the price substance of the bid shall be sought, offered or permitted. However no post Bid clarifications at the initiative of the Bidder shall be entertained.

15. Preliminary Examination

The Purchaser will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bid from suppliers, without proper Authorization from the manufacturers and from Indian agents without DGS&D Registration Certificate in case the items fall under the restricted list of the current EXIM/Foreign.

The Purchaser may waive any minor informality, non-conformity, or irregularity in a bid, which does not constitute a material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any Bidder.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations.

On downloading from the web site, the language of standard clauses etc. mentioned in this 'Bid Document' should not be tampered with/ changed/modified in any manner whatsoever. If any such modification etc. is noticed the purchaser at any stage, the bid shall be rejected immediately and Bid security shall stand forfeited.

16. Conversion to Single Currency

To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspapers/banks' website on the date of Price/Financial Bid opening.

17. Evaluation & Comparison of Bids

For the bids qualifying for the technical evaluation which have been found to be responsive the evaluation & comparison shall be made as under:

(i) Indigenous Offers

The final landed cost of purchase after all discounts, freight, forwarding, insurance (warehouse to warehouse), custom clearing charges taxes etc. shall be the basis of evaluation.

(ii) Imported Offers

The FOB/FCA/CIF/CIP price shall be the basis of evaluation (warehouse to warehouse basis)

(iii) Imported Vs. Indigenous Offers

The final landed cost (warehouse to warehouse) of purchase taking into account, freight, forwarding, insurance, taxes etc. (CIF/CIP with customs duty, customs clearance charges, Bank/LC charges, transportation, delivery up to the site of installation at NIT Srinagar, J&K as per available records with the Institute for imported goods) shall be the basis of evaluation.

Conditional tenders/discounts etc. shall not be accepted. Rates quoted without attached conditions (viz. Discounts having linkages to quantity, payment terms etc.) will only be considered for evaluation purpose. Thus conditional discounted rates linked to quantities and prompt/advance payment etc, will be ignored for determining inter-se position. The Purchaser however reserves the right to use the discounted rate/rates considered workable and appropriate for counter offer to the successful tenderers.

18. Contacting the Purchaser

Any attempt by any Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the bid.

19. Purchaser's Right To Vary Quantities At Time Of Award

The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

20. Purchaser's Right To Accept Any Bid and To Reject Any or All Bids

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

Evidence regarding credibility of stable performance and maintenance service capability must be provided. The purchaser reserves the right to make judgment on this score and reject bids that, in the purchaser's view, do not carry sufficient credibility for performance and/or service.

21. Notification of Award
- Prior to expiry of the period of bid validity, the purchaser will notify the successful bidder in writing by Purchase Order.
- Upon the successful Bidder's furnishing of performance security the purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.
22. Order Acceptance
- The successful bidder should submit acceptance of the Purchase Order immediately but not later than 21 days in any case from the date of issue of the Purchase Order failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited
23. Performance Security
- The successful Bidder shall furnish the performance security equivalent to 10% of the cost of equipment, in the form of Bank Guarantee from scheduled bank after installation/ commissioning of the equipment(s). Which would remain valid for a period of 60 days beyond the date of completion of all obligations of the supplier including warranty obligation. BID SECURITY will be released to successful bidder after submission of Bank Guarantee. NIT Srinagar shall forfeit Bank Guarantee in the event of breach of contract by the successful supplier.
- The payment will be released on receipt of performance security as above,
24. Buy Back Items
- If the goods are to be quoted on 'Buy Back' basis, then bidders must offer a separate buy back price for the old item. The Purchaser reserves the right to place the order with or without 'buy back' option. If required the condition of old buy back goods may be examined by the bidder before submission of its bid.
25. Progress of Supply
- Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:
- 25.1 Quantity offered for inspection and date;
- 25.2 Quantity accepted/rejected by inspecting agency and date;
- 25.3 Quantity dispatched/delivered to consignees and date;
- 25.4 Incidental services have been satisfactorily completed with date;
- 25.5 Number of rectifications/repairs/replacements effected/completed on receipt of any communication from consignee/Purchaser with date;
- 25.6 Date of completion of entire Contract including incidental services, if any; and
- 25.7 Date of receipt of entire payments under the Contract (In case of stage-wise inspection, details required may also be specified).
26. Right to Use Defective Goods
- If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.
27. Supplier Integrity
- The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.
28. Training
- The Supplier is required to train designated Purchaser's technical and end user personnel to enable them to effectively operate the total equipment.
- The training shall be initially carried out during installation & commissioning for operating and maintaining the system. The specific training on application shall also to be imparted by the supplier. The duration of such training need to be finalized with the end user of the equipment.
- In case any supplier is not willing to impart such training, the bid shall be treated as non- responsive.

BID Undertaking

To,
Officer In-Charge
NIT Srinagar

Dear Sir,

Having examined the bidding document to supply and deliver the goods/Services under Tender No : NITS/CPU/ET/ /, we the undersigned offer to supply the same in conformity with the said bidding documents for a sum or such other sums as may be ascertained from our Financial bid.

We undertake if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified.

If our bid is accepted we will obtain the guarantee of the bank as specified in SCC for the due performance of the contract, in the form prescribed.

We agree to abide by this bid for requisite period as fixed for bid opening as per the instructions to the bidders. Further it shall remain binding upon us and accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive and the institute reserves the right to cancel this Bidding process without assigning reasons for the same.

Dated this ____ day of ____ 20____

Signature
In the capacity of

Duly authorized to sign the bid for and on behalf of _

Name of the Bidder:

Address:

Contact No:

Email:

MANUFACTURERS AUTHORIZATION FORM

No. Date: _____

Dear Sir:

We who are established and reputable manufacturers of having factories/works at (address) do hereby authorize M/s (Name and address of Agent) to submit a bid, negotiate and receive the order from you against your tender enquiry mentioned on front page.

No company or firm or individual other than M/s is authorized to bid, and conclude the contract in regard to tender.

We hereby extend our full guarantee and warranty of the General Conditions of Contract and Clause of the Special Conditions of Contract for the goods and services offered by the above firm.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letter head of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its techno-commercial unpriced bid.

Form of Performance Bank Guarantee/Bank Guarantee

BG No.:..... Date.....

From The Name of the Bank	To National Institute of technology Srinagar, J&K
---------------------------------	--

In consideration of the (hereinafter called
 “The”) having offered to accept the terms and
 conditions of the proposed agreement between The
and..... (Hereinafter called “the Contractor(s)”for the work.....
 (Hereinafter called “the said agreement”) having agreed to production of an irrevocable Bank
 guarantee for Rs..... (Rupees.....) only as a
 security/guarantee form the contractor(s) for compliance of his obligations in accordance with
 the terms and conditions in the said agreement.

1. We (hereinafter referred to as the ‘‘Bank’’) hereby undertake to
 (Indicate the name of the Bank) Pay to the NITS ,J&K an amount not exceeding Rs.....
 (Rupees..... only) on demand.
2. We...(indicate the name of the Bank) Do hereby undertake to
 pay the amounts due and payable under this Guarantee without any demur, merely on
 a demand from the stating that the amount claimed is required to meet the
 recoveries due or likely to be due from the said contractor(s). Any such demand made
 on the Bank shall be conclusive as regards the amount due and payable by the Bank
 under this Guarantee. However, our liability under this Guarantee shall be restricted to
 an amount not exceeding Rs.....
 (Rupees.....only).
3. We, The said Bank, further undertake to pay to the NITS ,J&K any money so
 demanded notwithstanding any disputes raised by the contractor(s) in any suit or
 proceeding pending before any Court or Tribunal relating thereto, our liability under
 this present being absolute and unequivocal. The payment so made by us under this
 bond shall be a valid discharge of our liability for payment thereunder, and the
 contractor(s) shall have no claim against us for making such payment.
4. We(indicate the name of the Bank) further agree that the
 Guarantee herein contained shall remain in full force and effect during the period that
 would be taken for the performance of the said agreement, and it shall continue to be
 enforceable till all the dues of the under or by virtue of the said
 agreement have been fully paid, and its claims satisfied or discharged, as per the terms
 and conditions of the said agreement have been fully and properly carried out by the
 said contractor(s), and accordingly discharges this guarantee.
5. We.....(Name of the bank)..... further agree with the NITS ,J&K that
 the NITS ,J&K shall have the fullest liberty without our consent, and without effecting
 in any manner our obligations hereunder, to vary any of the terms and conditions of
 the said agreement or to extend time of performance by the said contractor(s) from
 time to time or to
 postpone for any time or from time to time any of the powers exercisable by the NITS
 ,J&K against the said contractor(s), and to forbear or enforce any of the terms and
 conditions relating to the said agreement, and we shall not be relieved from our
 liability by reason of any such variation or extension being granted to the said not be

relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the NITS ,J&K or any indulgence by the _____ to the said contractor(s) 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.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We(Name of the bank)..... ,lastly under take not to revoke the Guarantee except with the previous consent of the NITS ,J&K in writing. This bank Guarantee on the Bank or its successors or permitted assigns.
8. We.....(Indicate the name of the Bank)..... lastly undertake not to revoke this Guarantee except with the previous consent of the NITS ,J&K extended on demand by the _____. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs.....(Rupees.....only), and unless a claim/demand is made on the bank in writing on or beforeall your rights under the Guarantee will be forfeited and we shall be relieved and discharged from all liabilities there-under.

Authorized Signatories of the Bank with name and Seal Name of the Officer:

Designation:

Code if any:

Date: Place

Bid Security Declaration Form

Date: _____ Tender No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

Annexure-I

“Name &/Specifications of equipment’s”

1.	ULTRA SOUND THERAPY	Specific Characteristics: Graphic 6” LCD TFT color display and touch screen Smart cards 64 k bit memory 16 bit microprocessor 200 protocols stored in memory 200 storable protocols Continuous & Pulsed function mode Frequency 1 & 3 MHz Power adjustable from 0.1 to 3W/cm ² Probe with Contact sensor Low BNR self-calibrating probes Smart card –serial integrated controller Duty Cycle - 10 % - 90% Out put power – 3W/ Cm ² (Pulsed), 2W/Cm ² (Continuous) Water resistant probe Technical features: Power : 230 V 50/60 Hz Absorbed Power : 40 VA Isolation Classification : I Type BF Risk Classification : II B Probe (safety Class) : IPX4	01
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		Timer : 1-30 minutes	
2.	Electrotherapy Unit	<p>interference currents</p> <ul style="list-style-type: none"> - medium frequency pulsed currents modulated in triangle, rectangle, trapezium and sinus, each unipolar and bipolar - for flaccid paralysis stimulation - spastic paralysis stimulation in double channel mode (tonolysis according to Hufschmidt and Jantsch) - TENS (with random modulation option) - TENS BURST (with random modulation option) - HV stimulation (high voltage) - current of Kotz (Russian stimulation) (standard and regulated) - current of TrÄbert (Ultra Reitz) (2-5) (standard and regulated) - faradic and neofaradic - galvanic current - iontophoresis <p>Features of the unit:</p> <ul style="list-style-type: none"> - modern design with possibility of the customer selected colour version - Exceptionally user friendly Lemo-type cable connection - Pre-recorded ready-to-use parameter sets for typical cases (over 100 items) - Individual regulation of treatment parameters - Setting of diadynamic according to Nemec: classic isoplanar, pre-modulated, interrupted - diadynamic currents according to 	1

Bernard - type DF, MF, RS, MM, CP, LP - with sequence setting
 currents sequence

- Memory for up to 50 user defined parameter sets
- Two treatment circuits (independent volume regulation)
- User friendly electro-diagnostics (I/t curv points, automatic calculation of coefficients); last used data is stored in the memory
- Electro-gymnastics mode with wide regulation
- Big screen -allows easy readout
- Detection and signalling of breaks in the output circuits
- Counters of treatment time and the number of treatments

Interference currents – used for :

- Treatment of pain syndromes of motor system
- Muscle stimulation at simple atrophy, paralysis, paresis, contracture
- Joint degeneration treatment
- Increasing of efficiency of peripheral circulation
- Post-traumatic treatments of joint distortions, soft tissue bruises
- Sportsmen exercise of muscle strength

Diadynamic currents – used for treatment of :

Pain syndromes connected with spine degeneration

Neuropains

Vascular illness

Periarticular inflammation

Joint degeneration

Atrophy of muscles

Zoster

Flaccid paralysis stimulation with medium frequency

amplitude modulated pulsed currents may be used for :

- Stimulation of peroneal,

		<p>radial, facial, ulnar median, tibial,</p> <ul style="list-style-type: none"> • musculocutaneous, femoral and other nerves • stimulation of simple atrophy • sportsmen exercise of muscle strength <p>TENS Stimulation HV (High Voltage) Current The Kotz (Russian stimulation) The Trabert Current Electro –Gymnastics Lontophoresis Galvanization Technical data</p> <p>interference current frequency 1-200 Hz</p> <p>interference current (RMS) 0-60 mA</p> <p>galvanic current (average) 0-50 mA</p> <p>diadynamic current</p> <p>current at DF (average) 0-30 mA</p> <p>current at MF (average) 0-15 mA</p> <p>TENS and HV frequency 1-200 Hz</p> <p>TENS and HV pulse time 50-250 μs</p> <p>TENS, HV, KOTZ, Ultra Reiz, faradic currents (peak) 0-100 mA</p> <p>medium frequency pulsed currents</p> <p>pulse time 5-990 ms</p> <p>break time 100-4000 ms</p> <p>delay time 5-150 ms</p> <p>current (peak) 0-100 mA</p> <p>Power supply 230V / 50Hz / 50VA</p> <p>Weight 2.5 kg</p>	
3.	HIGH POWER LASER THERAPY	<p>The H1 is a lightweight yet sturdy therapy laser that delivers powerful results and simple operation.</p> <p>15 Watts: Higher power allows you to deliver a therapeutic dose to deeper tissue in less time</p>	01

3 Wavelengths: Simultaneous or independent application effectively penetrates tissue for excellent results (650nm, 810nm & 915nm)

Pulsing: 1 to 20,000 Hz pulsing range & super pulsing (ISP)

1 Hand Piece Lens: Includes our 25 mm zoom lens

Homogeneous Beam Profile: Delivers the most consistent and safest application

H1 is designed with the highest quality materials and state-of-the-art technology to deliver an excellent therapeutic laser and user experience.

- 7 inch 1920x1200 HD touch screen
- Liquid cooled thermal management system
- Solid state laser diode module
- Wi-Fi enabled software updates
- Up to 1 hour in-use battery life (7 hours stationary)
- 30 minute recharge time
- Interchangeable battery
- Only 4.4 pounds

Technical:

Wavelengths – 3 Wave Lengths 650 nm, 810 nm, 915 nm

Power – 15 Watts in CW

Peak Power – 16 Watts in ISP

Hand Piece Lens – 25mm Zoom – Open Lens

Pulsing – 1 to 20,000 Hz & ISP

Beam Profile – Homogeneous beam

Battery – Up to 1 hours (in-use)

- Hours (Stationary)
- 30-minute recharge time
- Interchangeable battery

Technology Platform – 7 inch 1920x1200 HD touch screen

- Android Platform
- Wi-Fi enabled software updates

		Weight – 4.4 lbs Dimensions – 8.9” (L) x 5.9” (W) x 5.9” (H)	
4.	MUSCLE STIMULATOR	<ul style="list-style-type: none"> • With faradic and galvanic types of current with variable pulse width • Pulse duration, rest period, timer, intensity control, buzzer • Facility for spot slot of SD curve lonotophoresis • Treatment mode: faradic, surged, galvanic • Interrupted galvanic • Output adjustable, reverse polarity, digital mode 	01
5.	AXIAL SHOULDER WHEEL	<p>i Wall-mounted for training the Muscles and Joints on the Shoulder, Arm, Wrist Strength.</p> <p>Quick release Knobs for Height adjustment</p> <p>Quick Release Clip for different Handlebar Radius</p> <p>Stylish Ergonomics-fitted Hand Grip</p> <p>Adjustable Resistance Control</p> <p>LCD digits for Stride, Count, Strides per Minute,</p> <p>Time Exercised, Calories consumed and Scan of all functions</p> <p>With Curamotion Color Box.</p>	01
6.	Counselling Services: Biofeedback, neuro-feedback and physiological monitoring system Along with laptop	<p>4 channel with BioTrace+ software, Nx- 4 Cover, Biotrace+Software manual, NeXus Hardware manual, BioTrace+ software installation CD, batteries &Bluetooth dongle.</p> <p>BioTrace+ Software with built-in protocols for: Stress, Anxiety, SC/GSR, Temperature, Pulse/HR, Relaxation, Training, EEG, Respiration, Physiological research/studies, Physiological monitoring, Cognition studies, Neurofeedback- Biofeedbackstudies, HRV studies.</p> <p>BVP sensor(photoplethysmograph)</p> <ul style="list-style-type: none"> - RSP Sensor (respiration incl.2belts) - SC/GSR Sensor (incl. 2 fingerclips) 	01

		<ul style="list-style-type: none"> - Dual channel EEG, ECG, EOG and EMG sensor with GND reference cable - Brain Training Device - Starter kit. Includes Gel/Paste, Reusable Electrodes, Stick on electrodes, Skin preparation swab etc. 	
7.	MIRROR	Protected by 5cms wide hardwood frame with back covered by Ply board Fitted with Angular and tubular stand Frame is mounted on 4 ball bearing castors.	01
8.	OVER HEAD PULLY	<p>Tubular constructed wall mounting unit</p> <p>Includes one pulley with hook strap, cord and two handles</p> <p>It is used for the elbow shoulder exercise and can also be used as suspension exercises.</p> <p>Ideal set to maintain /increase the shoulder range of motions</p> <p>Provides Reciprocal assistive and resistive exercises for shoulder, Elbow and chest exercises</p>	
9.	BED SIDE LOCKER	<ul style="list-style-type: none"> • Made of high quality sheet metal • SS top • Hospital bedside lockers optionally available without drawer under the top • Hospital bedside lockers • Provided with one storage cabinet and single drawer under the top and space for keeping utilities • Standard dimensions: 160 (L) mm x 160 (W) mm x 320 (H) mm 	5
10.	HYDROLLATORAL (HOT PACK)	<p>Steel sheet thickness, minimum 1.2 millimeter</p> <p>Heating element capacity of the machine (watt) 1000 Watt</p> <p>Heat pack size min (cm x cm) 12.5 x 30</p> <p>Capacity (Ltr), (Min) 20 liter</p> <p>Heat packs (No) 12</p>	01

11.	LITMAN STETHESCOPE	Litman Stethoscope	01
12.	TREATMENT TABLE	<ul style="list-style-type: none"> • LENGTH:-2100 MM 2.HIGHT:-810 MM 3. • WIDTH:-560 MM 4. • BACK REST LIFTING 45 DEGREE 	
13.	WEIGHING MACHINE	Input Power supply Battery operated Minimum battery back-up time (hrs)4	01
14.	X-RAY VIEW BOX	<ul style="list-style-type: none"> • Viewing area (Inch): min 14 x 17, external dimension (mm): 500 x 512 x 47 min • Color temperature: 8000k aprox. With high brightness of more than 4000lux. For viewing details image freely • Power consumption: 45 w, power requirement: ac100-220v, 50hz • Dimmer to adjust brightness of the screen and can set brightness as well. Maximum brightness can reach up to 5000cd/m2 which suitable for different density medical films 	01

Note:

1. Bidders can quote for specifications generic in nature but covering the mentioned values.
2. If the demonstration of the goods/equipment is deemed essential as per the technical requirements then confirmation reflecting willingness to arrange demonstration of the equipment offered free of charge at NIT or any other location on a mutually agreeable date, prior to opening of priced bid to ascertain conformity with the tendered specifications.

ADDITIONAL CONDITIONS AND REQUIREMENTS

1. The Above mentioned equipments shall remain under warranty period of 01 years from the date of satisfactory installation.
2. The Bidder should be a manufacturer or their dealer specifically authorized by the manufacturer to quote on their behalf for this tender as per manufacturer authorization form and Indian agents of foreign principals, if any who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the "Technical Specification". Such equipments must be of the most recent series/models incorporating the latest improvements in design. The models should be in successful operation for at least one year as on date of Bid Opening in India and is engaged in R&D activities.
3. The Indian Agents of foreign manufacturers/ suppliers quoting directly on behalf of their principals for items appearing in the restricted list of the current Foreign Trade Policy must be registered with DGS&D. One Indian Agent cannot represent two different foreign principals for the same item in one tender.
4. The bidder should have executed at least one similar order successfully during the preceding three financial years. The details should be incorporated in the performance statement form along with documentary evidence.
5. Details of service support facilities that would be provided after the warranty period should be submitted in the Service Support Details Form.
6. That, in the case of a Bidder not doing business in India, the Bidder is/or will be (if successful) represented by an Agent in India who shall be equipped and able to carry out the Supplier's maintenance, repairs and spare parts, stocking obligations prescribed by the conditions of the contract.

7. That the Bidder will assume total responsibility for the fault-free operation of equipment, application software, if any, and maintenance during the warranty period and provide necessary maintenance services for five years after end of warranty period if required.
8. Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure, etc.
9. Other things being equal, preference shall be given to firms who or his principal have supplied and installed similar system at any CSIR/ ICAR/ ICMR/DAE/ DRDO/ DST/DBT/other Govt. or autonomous research Labs in India.
10. Any additional bid participation criteria / eligibility conditions etc. mentioned in the Technical Specifications sheet will also form part of the Qualification Requirements along with those mentioned in this chapter.

TECHNICAL COMPLIANCE STATEMENT FORM

An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

ITEM NAME			
S. No.	Tender Specifications	Bidder's Specifications	Remarks/Deviation If any

(Technical literature/brochures/manuals should be attached along with this format)

Please note:

1. Compliance/Deviation statement comparing the specifications of the quoted model to the required specifications. This statement should also give the page number(s) of the technical literature where the relevant specification is mentioned.
2. Bids must have supporting documents (technical literature or copies of relevant pages from the service manual or factory test data) for all the points noted above, failure regarding which may result in rejection of bid.

Price Bid Format

(To be download and uploaded in the prescribed Excel Format available on the system only)

Note: - A single excel Price Bid contains 3 Price Schedules which is Price Schedule-A, Price Schedule, Price Schedule-B and all should be filled and upload carefully on the portal.

PRICE SCHEDULE 'A'

PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN TO BE SUPPLIED IN INDIAN CURRENCY

1	2	3	4	5							6
				Ex-factory/Ex-warehouse/Ex-showroom/Off-the shelf	Excise Duty(if any) [%age & value]	Sales Tax/ GST (if any)[%age & value]	Transportation , loading/unloading and incidental costs till consignee's site	Insurance charges for a period including 3 months beyond the date of delivery	Incidental services (including installation & commissioning, supervision, demonstration and training) at the consignee's site	Unit price (at consignee site) basis	
Item Sl. No.	Brief Description of Goods (with make & model)	Country of origin	Quantity (Nos)	(a)	(b)	(c)	(d)	(e)	(f)	(g)	Total price (at consignee site) basis (Rs.)
1											

Total Tender price in Rupees: _

In words: _____

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for Annual CMC after warranty shall be quoted separately as per Section-XI – Price Schedule C

Name: _

Business Address

Place: Signature of Tenderer Date: _____ Seal of Tenderer

PRICE SCHEDULE

PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD IN FOREIGN CURRENCY

1	2	3	4	5											
Item Sl. No.	Brief description of goods (with make & model)	Country of origin	Qty (Nos.)	Gross FOB price at sea/air port of Lading (inclusive of agency Commission)	Amount and percentage of Agency Commission **	Net FOB excluding Agency Commission (a-b)	Insurance & Freight	Net CIP by Air/Sea at the port of entry (c+d)	Custom Duty amount as % of Net CIP (amount with CDEC as applicable) **	Custom Clearance & Handling charges **	Loading/ Unloading, inland transportation, insurance & incidental costs till consignee's site **	Installation commissioning, supervision. Demonstration & training at the consignee's site **	Unit price on DDP basis at consignee's site		
				(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	In foreign currency	In Indian rupees	

** To be quoted in Indian Currency

Total price at Consignee's site

(A) In Foreign currency : column (4 x e) _____ (In figures and words) plus

** (B) In Indian Rupees : column 4 x (b+f+g+h+i) Rs. _____ (In figures and words)

Note:-

1. The tendered will be fully responsible for the safe arrival of the goods at the consignee site in good condition as per terms of contract.
2. The bidder break up of price under various columns is for comparison of price up to delivery of goods at consignee's site for tender evaluation.
3. The quoted price should be supported with original proforma invoice. The proforma invoice should indicate the percentage of agency commission included in the FOB prices. Indian Agent to be paid in Indian currency.
4. All the components of the DDP price will be paid by the tenderer. The purchaser will make the payment of DDP price after receipt of goods at consignee's site in good condition as per payment terms in the contract. The purchaser can place the order on CIP or DDP basis.
5. The price quoted in foreign currency in column (e) shall be converted in Rupees at the selling rate of exchange applicable on the date of tender opening. The customs duty amount so worked out as percentage of net CIP value in rupees will be taken for evaluation and comparison of tenders.
6. The charges for Annual CMC after warranty shall be quoted separately as per price schedule 'B'.

Name: _____
Business Address _____

Place: _____

Signature of Tenderer _____

Date: _____

Seal of Tenderer _____

PRICE SCHEDULE 'B'

PRICE SCHEDULE FOR COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD

1	2	3	4					5
Item Sl. No.	Brief Description of the Goods	Quantity (Nos.)	Comprehensive Maintenance Contract Cost for each Unit year wise*.					Total Comprehensive Maintenance Contract Cost for 5 (or as specified) Years [3 x (4a+4b+4c+4d+4e)]
			1 st	2 nd	3 rd	4 th	5 th	
			A	B	C	D	e	

* After completion of warranty period

Note: -

1. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/service/operational manual and labour, after satisfactory completion of warranty period may be quoted for next 5 (or as specified) years on yearly basis for complete equipment.
2. The cost of CMC may be quoted along with taxes applicable on the date of Tender opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
3. Cost of CMC may be added for ranking/evaluation purpose.
4. The uptime warranty will be 98% on 24 (hrs) x 7 (days) x 365 (days) basis.
5. The stipulation in technical specification will supersede above provision.
6. The supplier shall keep sufficient stock of spares required during comprehensive maintenance contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

Name:___

Business Address

Place: _____ Signature of Tenderer _____

Date: _____ Seal of Tenderer _____

Revised Technical Specifications:

IMPORTANT Note: - All documents should be clearly scanned and inreadable format,same should be uploaded on the e-Tendering portalbefore due date andtime.

Instructions to Bidder for online participation

1. Bidders/Vendors/Suppliers/Contractors must get themselves registered by payment of 2000/- exclusive onetime fee for 1 Year on the portal for participating in the e-tenders published by the department. Detailed registration help manual is available in bidder help manual kit.
2. Bidders must provide the details of PAN number; registration details etc as applicable and submit the related documents. The user id will be activated only after submission of complete details.
3. Bidders must have a valid email id and mobile number.
4. Bidders are required to obtain Class 3 Digital Certificates (Signing & Encryption) as per their company details.
5. Once bidder DSC is mapped with the user id, the same DSC must not be used for another user id on the same portal. However bidder can update the digital certificate to another user id after unmapping it from the exiting user id.
6. Bidders now can login with the activated user Id & DSC for online tender submission process in this portal.
7. Bidders can upload required documents for the tender well in advance under My Documents and these documents can be attached to the tender during tender participation as per the tender requirements. This will save the bid submission duration/time period and reduce upload time of bid documents.
8. Bidders must go through the downloaded tender documents and prepare and upload bid documents as per the requirements of the department.
9. Bidders are advised to read complete BoQ/SoQ/Price Bid/Financial Bid and Terms & Conditions before quoting rates in the bid document.
10. Any modification/replacement in BoQ/SoQ/Price Bid/Financial bid template is not allowed. Bidders must quote only in predefined fields in the bid sheet and save the bid sheet. After saving, the same bid sheet must be uploaded in the portal.
11. Bidders must pay required payments (Tender fee, BID SECUIRTY, Tender Processing Fee etc as available on the portal) as mentioned in the tender document, before submitting the bid.
12. Bidders are recommended to use PDF files for uploading the documents and file size must not cross 5MB. Only price bid sheet will be in Excel format.
13. The bidders must ensure to get themselves registered on the portal at least 1 week before the tender submission date and get trained on the online tender submission process. For tender submission and registration process bidders are advised to refer

respective manuals on website. Tender inviting Authority/Department will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues like internet connectivity/PC speed/etc...

14. Offline Submission of bids/documents/rates by the bidders will not be accepted by the department, under any circumstance.
15. After final submission of the bid, a confirmation message and bid submission acknowledgement will be generated by the portal. The bid submission acknowledgement contains details of all documents submitted along with bid summary, token number, date & time of submission of the bid and other relevant details. Bidder can keep print of the bid submission acknowledgement.
16. If bidder is resubmitting the bid, bidder must confirm existence of all the required documents, financial bid and again submit the bid. Once submitted, the bid will be updated.
17. Submission of the bid means that the bid is saved online; but system does not confirm correctness of the bid. Correctness of the bid will be decided by tender inviting authority only.
18. The time displayed in the server is IST(GMT 5:30) and same will be considered for all the tendering activities. Bidders must consider the server time for submission of bids.
19. Bid documents being entered by the Bidders/Vendors/Contractors will be encrypted at the client end and the software uses PKI encryption techniques to ensure security/secretcy of the data. The submitted bid documents/data become readable only after tender opening by the authorized individual.

For E-Tendering Help/Support in participation or guidance: -

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