

**NORTH-EAST INSTITUTE OF SCIENCE AND TECHNOLOGY
(Formerly Regional Research Laboratory)
(Council of Scientific & Industrial Research)
JORHAT – 785 006 (ASSAM) INDIA**

**TENDER DOCUMENT
OPEN (WEB) TENDER IN *[TWO BIDS]* System**

To Be Submitted To

**Stores & Purchase Officer,
North–East Institute of Science and Technology,
(Formerly Regional Research Laboratory)
(Council of Scientific & Industrial Research)
Jorhat – 785 006
Assam: India**

NB: THIS BID DCOUMENT IS **FREE OF COST IF DOWNLOADED FROM THE
WEBSITE**

NORTH-EAST INSTITUTE OF SCIENCE AND TECHNOLOGY: JORHAT: ASSAM

(Formerly R R L, Jorhat)
(Council of Scientific & Industrial Research)

NOTICE INVITING TENDER No.VI_2010-11

Tele: 0376 - 2372710 (SPO) Fax: 2372921 E-mail : spopur@rrljorhat.res.in

NOTICE INVITING TENDER

Director NEIST invites Tenders under **Two Bid System** for the procurement and installation of the following equipments from Original Equipment Manufacturers, Foreign Principals and Indian Agents.

SL. No.	DESCRIPTION OF ITEM	Enquiry Number	Cost of Tender Document	Earnest Money Deposit Payable by Demand Draft / bank guarantee
1	1(PEQ)/403/10-11/PUR	Supply & Installation of Capillary Condensation Flow Porometer	FREE IF DOWNLOADED FROM WEBSITE OR RS. 300/- BY WAY OF DEMAND DRAFT IN FAVOUR OF DIRECTOR, NEIST FOR BUYING HARD COPY	Rs. 50,000.00
2.	1(PEQ)/410/10-11/PUR	Supply & Installation of Global Positioning System		Rs. 3,00,000.00

Tender Document Fee: Tender documents can be downloaded free of cost from the website <http://www.neist.res.in> AND www.rrljorhat.res.in as per schedule given below. If the vendor desires to have a hard copy the vendor must send a demand draft / banker's cheque for Rs. 300/- in favour of Director, NEIST payable at JORHAT as per the schedule given below. Tender documents will be sent by post. NEIST, JORHAT is not responsible for postal delay / loss in transit.

Earnest Money Deposit: EMD as applicable must be submitted along with Part I Technical Bid by Demand Draft favouring Director, NEIST payable at JORHAT / bank guarantee as per format given in the Tender Document.

Last date and time for Submission of bids: 15.03.2011 at 5.00 P.M. IST

Date and Time of Opening of Technical Bids: 16.03.2011 at 10.00 A.M. IST

Director, NEIST reserves the right to accept or reject any offer without assigning any reasons.

Sores & Purchase Officer

▼ DETAILS BELOW ▼

TENDER DOCUMENT

Ref. No. 1(PEQ)/403/10-11/PUR

**Sub: Supply & Installation of Capillary Condensation Flow
Porometer.**

N B: Last date & Time for Submission: 15.03.2011 (17.00 HRS)

Date/Time for Opening of Tech. Bids: 16.03.2011 (10.00 A M)

No. 1(PEQ)/403/10-11/PUR

Sub: Supply & Installation of Capillary Condensation Flow Porometer.

Sl. No.	Descriptions of Stores.	Qty.
1	Capillary Condensation Flow Porometer	1 No.
Essential features:		
The equipment has ability to measure gas permeability, flow rate distribution and pore diameter of nanopore samples.		
Specification:		
● Pore size range: 0.01 μm to 0.0001 μm		
● Pressure: 10 Psi – 15 Psi		
● Accuracy: 99.9%		
● Resolution: 5×10^{-4}		
● Flow rate: Minimum 0.1 μl / Sec.		
● A compatible Vacuum pump to operate the above equipment.		
● All equipment operable at 220 Volt AC, 50 Hz.		
● All required accessories to operate the above equipment.		
● Desktop P C with suitable interface with following specification:		
Processor: Intel Core2 Duo, RAM: 2 GB, Hard Disk: 500 GB SATA, Audio: With internal speakers, LAN: 1 Gbps Ethernet, Ports: Minimum 6 USB port with at least two in the front and one serial port. Monitor: 17 inch TFT monitor, Operating System: Windows 7. 1 KVA UPS with Back-up time 1 hour.		

TENDER DOCUMENT

Ref. No. 1(PEQ)/410/10-11/PUR

Sub: Supply & Installation of Supply & Installation of Global Positioning System

N B: Last date & Time for Submission: 15.03.2011 (17.00 HRS)

Date & Time for Opening of Tech. Bids: 16.03.2011 (10.00 A M)

No. 1(PEQ)/410/10-11/PUR

Technical Specifications for Differential Global Positioning System:

Sl. No.	Detail Specifications of Stores	Qty.
i	GPS Receiver and Antenna:	
A	Receiver	6 Nos.
1	GNSS compatible multi-frequency receiver having internal or removal memory capable of storing minimum 180 days of data at 1 second sampling interval to user selectable sampling ate in the range of 0.05 second to 30 seconds, and capable of recording data at two sampling intervals simultaneously. Internal data storage capability at the highest sampling rate for a minimum of 7 day.	
2	The receiver should be able to accommodate user configurable (Web interface or Restoration software) met-package so that met data are automatically stored in binary file, and produced separate met file upon rinexing.	
3	Should have total minimum 120 channels capable of tracking all the signals of GPS, GLONASS and GALILEO	
4	Receiver should be equipped with display and control unit/ panel for complete configuration without any external power dev ice.	
5	The receiver should not be housed in the antenna structure	
6	Power consumption: not exceeding 5 Watt (Receiver, Antenna, Controller: nominal) with external battery voltage nominal 12 Volt with the range of 11-28 Volts DC	
7	Power Ports: Minimum two external power ports with automatic switching facility, AC mains supply adaptability, physical over voltage protection and polarity protection. The power ports should not be connected internally.	
8	Remote monitoring and online data downloading capability directly through radio modem / telephone line / RS232/USB& Ethernet.	
9	Data ports: Minimum two ports, out of which one should have been USB port / USB adapter. It should be capable of supporting radio Modem/ Telephone line / RS 232 port / Ethernet / External memory devices .	
10	Operating temperature range: 40 Deg to +65 Deg C .	
11	Should be water proof (IP 67), Shock proof , Dust proof, Humidity – proof (100 %) and condensation proof.	
12	All necessary OEM power, data cables, internal battery with charger, storage card, as required.	
13	Automatic power- on and data –logging after power failure with same configuration (should not restore to factory defaults).	
14	Should be capable of tracking all available satellites to 0 Degree elevation.	
15	The receiver should provide data output in standard I / O format such as RTCM 2.3 and above, RT17 and NMEA.	
16	Vendors will be required to satisfy the following tests (for GPS data) for verification purpose:	
(a)	Quality Control Statistics (10-90 degree)	
(i)	Receiver must have (observations recorded / observation expected)>99%.	
(ii)	MPI (Multi-path on L1) and MP2 values <0.8m.	
(iii)	Not more than 1 cycle slip per 20,000 observations on an average; i.e. (total observations / total slips) >20,000.	
(b)	Functionally in short baseline processing:	
(i)	L1, L2, L3 precision <0.5 mm in N E 10 mm in vertical.	
B	GPS Antenna	6 Nos.
1	Choke ring Antenna with DM element and RADOME should be separate from the receiver.	
2	Repeatability of Antenna phase center variation with elevation angle (10-90 degree) should not be greater than 0.2 mm horizontal and 0.5 mm vertical (ref: NGS Report).	
3	Multi path reduction capability mechanism such that MPI and MP2 values are less than 0.8 m for 10-90 degree elevation angle (ref: TEQC software).	

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4	Geodetic grade, high gain (typically 40 dBi) on all bands.	
5	Operating temp range: -40 deg. C to + 65 deg. C	
6	Should be waterproof (IP67), shock proof, dust proof, 100% humidity proof and condensation proof.	
7	The antenna must be a “GNSS choke ring antenna with Dorne Margolin element (DM)” and should be capable of tracking GPS, GLONASS and GALILEO.	
ii	Accessories	6 Sets.
(a)	Essential	
1	Antenna Cable (length of up to 20 m)	
2	Forced-centering device for accurate centering over the station mark, with rust proof tribrach.	
3	Surge and lightning protectors:	
(i)	DC – lightning arrestor.	
(ii)	EMP Protector / surge arrestor & capsule kit (GNSS antenna).	
(b)	Spare: Storage memory card – 2; Battery power cable for receiver – 2.	
(iii)	Met Package	6 Sets.
Meteorological kits for measuring temp, pressure and humidity, to be integrated with the binary file in GPS receiver, with following specifications:		
(i)	Accuracy: temp: 0.1 deg. C, Pressure: 0.1 hPa, humidity: 2%	
(ii)	Stability: temp: 0.5 deg. C/yr, pressure: 0.1 hPa / yr, humidity 2% / yr.	
(iii)	Operating range: temp: -50 to +60 deg. C, pressure: 650-1100 hPa, humidity: 0.100%	
(iv)	Power: +6 to +16V DC, typical current drain 3mA in sleep mode and 38mA maximum	
(v)	Sampling Integration: User selectable, from 3ms to 30s.	
(vi)	Setup & Configuration: Software to be provided. A single s/w should be able to configure using a PC	
(vii)	Port: RS232 / USB, Should be adaptable with the GPS receivers of major brands.	
(viii)	Data format: NMEA standard.	
(ix)	Accessories: All required OEM accessories to be supplied including cables, manual etc.	
(iv)	Configuration and Data analysis software: 2 (Two) license copies.	
1	Software for configuring receiver through PC, without Hardware lock. The software should be able to perform all necessary functions of transferring data to card / external data logger / computer, remote communications, remote configuration, rinexing raw data etc.	
2	The software should be capable of handling and configuring GNSS references stations for GPS, GLONASS and GALILEO.	
3	Base station Data processing & analysis Software.	
4	The software should graphically plot the SNR charts and depict the same as numerical values. The software should automatically generate the Quality Check Reports for the stations.	
5	Software should be able to handle receivers of different make and models of GNSS receivers.	
6	The software should support automatic RINEX conversion based upon the user defined sampling interval and file length. At the same time the software should be able to store the data in proprietary format.	
7	The software should be able to retrieve the data store on the GNSS reference station as well as log data on to a server from the incoming data stream. In the event of real time communication / real time data transfer failure, the software should be able to download the missing data automatically, once the communication is restored.	
8	The software should be graphically depict the raw data gap in the receiving status.	
9	The software should create the RINEX products out of the raw data automatically which can be of variable length from a single raw data.	
10	The software should be generate Real Time data stream from the connected stations to be distributed using a TCP/IP communication. The supports for all common Real time Formats should be there.	

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11	The software should be able to monitor the field station SOH on base station server and should also depict the status of Real Time Products like Phase fixed, Code fixed, navigated. It should be possible to get an alarm in case of any failure.
12	The software should be able to remotely monitor the GNSS reference stations over a TCP/IP and modem link. The software should be able to remotely view and download the data of the remote receivers and should be able to perform other functions link firmware upload, data download and configuration of the system.
13	Should include key quality and quantity information, which should include data completeness, satellite tracking, cycle slip, multipath and receiver clock.
14	Should have decimation and concatenation of RINEX observation files.
15	Display time line or scatter plots of coordinate displacements from real time data streams and pre-logged file, should support NMEA and CSV files for analysis. Should be capable of handling the post processed data of reference station.
16	Graphical display of longitudinal, transverse, height, easting, northing, 2D & 3D displacement time series and 2D scatter plots.
17	Web page output of displacements calculates from real time NMEA data.
18	It preferable that the RINEX data archival should follow a standard DBMS format.
19	The vendor will have to provide free software updates throughout the life time of the products.
General Requirements:	
i.	Price breakup for each of the major items.
ii.	The vendor will provide free onsite training and demonstration.
iii.	The vendor should provide all operation, service and maintenance manual (in English) along with necessary circuit diagrams.
iv.	The vendor is to provide a demonstration of the instrument and software to confirm the above specifications.
v.	Normal 3 (Three) years warranty for all hardware products.
vi.	Lifetime update for all configuration and data analysis & processing software.

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ELIGIBILITY CRITERION:

The Instrument must be from Manufacturer's reputed in this field and expected life of equipment should be a minimum period of Ten Years with easy availability of Spares and Maintenance. Hence Vendor should clearly mention the date of introduction of the Instrument for sale world over. **Vendor must attach a letter in the Technical Bid from the Original Manufacturer assuring support for the minimum period of Ten Years.**

Firms not meeting the above criterion will not be considered for Technical Evaluation.

1. Original Equipment Manufacturer's with Sales and service support facilities in India through their branch office / Indian Agent
2. Indian agent with extensive sales and service support in India representing foreign principals / Original Equipment manufacturers

Firms/ companies with either of the above eligibility criteria are eligible to quote for the equipment. The Indian agency / dealership certificate with details of sales and service support should be enclosed with the technical bid.

Instructions to Bidders

01. Tender should be submitted in two parts viz. **Part I – Technical Bid (without Prices) and Part II - Price Bid.**
02. **Formats for Bids:** The tenderers are requested to give detailed Quotation in the formats mentioned in the Tender Document. The Tenderer should furnish a Technical Compliance Statement for each parameter and every model in the format '**Annexure A**' and enclose in the Technical Bid. If any Tender terms and conditions are deviated by the tenderer, the Deviation statement '**Annexure B**' should be enclosed in the Technical Bid. If there are no Deviations then the Tenderer should record 'No Deviations' in the Deviation Statement and enclose in the Technical Bid. The Price Bid for each and every model should be in the format enclosed as '**Annexure C**'. The After Sales support details must be in the format '**Annexure D**' and enclosed in the Technical Bid. The list of users / firms who purchased similar equipment (especially other CSIR labs, IITs, IISc etc.) must be in the format '**Annexure E**' and enclosed in the Technical Bid with Prices blacked out and with Prices in the Price Bid. The warranty certificate to be given by the Manufacturer / vendor should be as per '**Annexure F** and enclosed in the Technical Bid'. If the Tenderer is furnishing EMD by Bank guarantee then the format given in **Annexure G** is to be used. The Performance Security Form [Model Bank Guarantee Format for Performance Security (PBG) **Annexure – H**. The Tenderer should fill up the check list **Annexure I**' and enclose with the Technical Bid.
03. **Tender Document Fee:- No Tender Document Fee is payable by companies who have downloaded the tender documents from the website <http://www.neist.res.in> AND www.rrljorhat.res.in.** Companies who wish to purchase Tender Document (Hard Copy) have to furnish Rs.300/- (Rupees Three Hundred only) as Tender Document fee by Demand draft in favour of Director, NEIST payable at Jorhat, along with Letter of Requisition on or before **17.02.2011 at 5.00 P M** NEIST WILL SEND THE TENDER DOCUMENT BY COURIER/SPEED POST AND IS NOT LIABLE FOR ANY DELAY OR LOSS IN TRANSIT.

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04. **Earnest Money Deposit:-** The Quotation should be accompanied by **Earnest Money Deposit for Rs. /- (Rupees only) or US \$ /- or Euro /- in the form of Demand draft / Bank Guarantee (Format enclosed Annexure G) from any Nationalized Indian Bank drawn in favour of Director, NEIST, Jorhat.** Tenders not accompanied with EMD in the Technical bid will be summarily rejected. The EMD will carry no interest. EMD received after due date shall not be accepted under any circumstances. EMD will be refunded in due course to the unsuccessful tenderers. The EMD is liable to be forfeited, if the Tenderer withdraws or amends, impairing or derogates from the tender in any respect.
05. **Exemption from payment of EMD:-** Firms registered with DGS&D and NSIC who are exempted from payment of EMD are allowed exemption from payment of EMD if the product being quoted is actually manufactured by them and the product is registered with these agencies. Firms registered with these agencies selling products of other companies and not manufacturing the products being quoted by them are not allowed exemption from payment of EMD. To avail EMD exemption, the firms should submit a legible photocopy of valid Registration Certificate of the products manufactured and registered with DGS&D and NSIC in a separate envelope along with the technical bid.
06. **Amendment of Technical Specifications and Bidding Documents:-**
07. **Bid Submission:-** Completed tenders signed by the Tenderer on each page at the bottom, super scribing the Enquiry Number and closing date should be sent to

The Director,

ATTN: STORES & PURCHASE OFFICER

NORTH EAST INSTITUTE OF SCIENCE AND TECHNOLOGY

JORHAT 785 006, ASSAM, INDIA

Each quotation sent by post/courier is to be enclosed in **Double Cover**. The inner cover should be **SEALED WITH WAX AND SUPERSCRIBED** as **“Quotation for “NAME OF THE EQUIPMENT” Tender Enquiry No. Dated 00/00/0000 Date of Opening 00th 0000”**. **The Separate covers containing the Technical Bid and Price Bid should be clearly Super scribed as “Technical Bid” and “Price Bid” respectively.** The outer cover should bear only the **Address of the office without any indication that there is a quotation within. Quotations delivered personally should be put in the Tender Box kept at the office gate NO.1 of NEIST, JORHAT in which case the outer cover is not necessary.** The tenderers themselves should ensure that their tenders with all requirements reach this office within the stipulated date and time. No late-tenders or delayed-tenders will be accepted. NEIST will not be responsible for non-receipt / postal delays.

08. **Bid Submission last date and time:-** The last date and time for submission of both technical and Price bids is **22.02.2011** (5.00 P.M. Indian Standard Time).
09. **Technical Bid Opening Date and Time:-** The technical bid of the vendors whose tenders have been received at NEIST before the closing date and time will be opened on **23.02.2011** (10.00 a.m. Indian Standard Time).
10. **Price Bid Opening:-** Only those bids, which meet our technical requirement, will be considered for opening of Price Bid. The vendors who meet our technical requirements will be intimated separately for opening of Price bid.
11. **Language of Bid:-** The bid prepared by the bidder, the technical brochures and all correspondence relating to the bid shall be written in English language only.
12. **Validity of Bid:-** Bids shall remain valid for 180 days after the date of opening at NEIST. A bid valid for a shorter period may be rejected as non responsive by NEIST. In exceptional circumstances NEIST may solicit the vendor’s consent to an extension of the

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period of validity. The EMD provided should also be suitably extended. The vendor accepting the request for extension will not be permitted to modify the bid.

13. **INTERIM CORRESPONDENCE WILL NOT BE ENTERTAINED BEFORE PLACING OF THE ORDER.**
14. Tender Documents are not transferable under any circumstances.
15. The bid should be complete in all respects otherwise liable to be rejected. **Tender should be duly signed.** Incomplete and unsigned bids will not be considered.
16. Quotations must be clearly written or typed without any overwriting. The person signing the bid must attest all corrections / over writing.
17. All rates / prices in Price bid should be given in figures and in words. If there is any discrepancy between the Prices given in figures and words the higher of the two shall be taken for our comparison.
18. Director NEIST reserves the right to defer the above dates or cancel the Tender in part or whole without assigning any reason what so ever.

GENERAL TERMS AND CONDITIONS

1. Printed terms and conditions of the firms sent along with offer, if any shall not be binding on us, if they are in full or in part are not consistent with the terms and conditions specified in this Tender.
2. Supply means Supply, installation, and commissioning and satisfactory demonstration of the whole system as per the specification ordered for.
3. **Delivery:-** Generally the delivery of the goods should be made within 8 weeks from the date of placement of purchase order. The delivery time for the equipment quoted by you should be clearly mentioned.
4. **Liability for Late Delivery and Non Delivery:-** If the Vendor fails to deliver the Goods within the time as per purchase order, a sum equivalent to 1 (one) percent of the Contract Value for each week of delay or part thereof until actual delivery, will be deducted from the Contract Value, as liquidated damages, subject to maximum deduction of 10 percent of the Contract Value. Once the maximum is reached, we may consider termination of the Contract.

In case the supplier/agent defaults in the supply of goods as per the order placed by the North East Institute of Science and Technology, Jorhat 785 006, fails to deliver the goods within the stipulated time as indicated in the supply orders or even within the extended delivery date, the supply order lying with the supplier/agent should stand automatically cancelled and NEIST shall be at liberty to get the goods supplied from other available sources at the risk and cost of the defaulting supplier/agent. The additional expenditure so incurred for getting the goods shall be borne by the defaulting supplier/agent in addition to forfeiture of Earnest Money Deposit and if he fails to compensate the entire loss and if the Earnest Money Deposit are not sufficient, action will be taken to realize the loss.

5. **Inspection:-** NEIST may decide to inspect the goods in the following modes.
 - a) Pre shipment inspection may be done by the Personnel of NEIST
 - b) Pre shipment inspection may be done by any reputed Inspection agency.

NEIST shall inspect and test and where necessary reject the goods after the goods arrival at NEIST in addition to Pre shipment inspection if any. The final inspection shall in no way be limited or waived by reason of the goods having been inspected, tested and passed by NEIST or the inspection agency prior to shipment.

6. **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.

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7. 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. Suppliers will have to make good the shortages, if any, which are revealed after opening the packages. The stores which are spoiled / damaged during transit due to faulty packing will have to be replaced by the suppliers.
8. The Director, NEIST reserves the right to accept the delivery in part or in full. Damaged and unaccepted supply will be returned to the vendor at vendor's risk and cost.
9. **Force Majeure clause:-** The vendor shall not be liable for forfeiture of its bid security, performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. Force Majeure means an event beyond the control of the supplier and not involving the vendor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the vendor either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises the Vendor shall forthwith notify NEIST in writing of such conditions and cause thereof. Unless otherwise directed by NEIST in writing, the vendor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all alternative means for performance not prevented by the Force Majeure event.
10. **Dimensions and weight:-** The dimensions of the equipment, the net weight and gross weight of the equipment should be clearly mentioned in the technical bid.
11. **Applicable Law:-** This tender documents and contract is subject to the Indian law and Indian Contracts Act as amended from time to time.
12. **Jurisdiction:-** All disputes are subject to the courts within Jorhat, Assam, India jurisdiction only.
13. Full and complete set of documentation manuals, Operation manuals and service / Maintenance manuals to be provided in English.
14. **Resolution of Disputes:-** The NEIST and the Firm shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Purchase. If, after thirty days from the commencement of such informal negotiations, NEIST and the Firm have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms as under. In the case of a dispute or difference arising between NEIST and the Firm relating to any matter arising out of or connected with the agreement, such dispute or difference shall be referred to the award of two Arbitrators, one Arbitrator to be nominated by NEIST and the other to be nominated by the Firm or in the case of the said Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference, and in case the Arbitrators cannot agree to the Umpire, he may be nominated by the Director General, Council of Scientific And Industrial Research, New Delhi. The award of the Arbitrators, and in the event of their not agreeing, of the Umpire appointed shall be final and binding on the parties. The Indian Arbitration & Conciliation Act 1996, the rules there under and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings. The venue of arbitration shall be NEIST, Jorhat.
15. **Language of contract:-** The contract / Purchase Order and all correspondence relating to the contract / Purchase order shall be written in English language only.

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16. **Notices and communications:-** For all purposes of all notices, the following address shall be used by the Bidder / Vendor:-

The Director,

NORTH EAST INSTITUTE OF SCIENCE AND TECHNOLOGY

(Council of Scientific & Industrial Research),

JORHAT – 785 006, ASSAM, INDIA.

17. **Modification of contract:-** No variation or modification of the terms of the contract shall be made except by written amendment.

18. **Assignment:-** The vendor shall not assign, in whole or in part, its obligations to perform under the contract, except with NEIST's written consent.

19. **Subcontracts:-** The vendor shall notify NEIST in writing of all the sub contracts awarded under this contract if not already specified in the bid. Such notification either in the bid or later shall not relieve the vendor from any liability or obligation under the contract.

Sub contracts can be made only for bought-out items and sub-assemblies. Sub contracts cannot be given wherein the contract warrants so or the contract is such that personal performance by the vendor is required.

20. **Termination for default:-** NEIST may, without prejudice to any other remedy for breach of contract, by written notice of default to the Vendor, terminate the contract in whole or in part:

a. If the vendor fails to deliver any or all the goods mentioned in the purchase order or within any extension thereof granted by NEIST

b. If the vendor fails to perform any other obligation under the contract

21. **Termination for Cause:-** NEIST may at any time terminate the purchase order / contract in whole or in part by giving written notice to the vendor, without compensation to the vendor:

a. If the vendor in the judgment of NEIST has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

b. If the vendor is declared insolvent / bankrupt in a court of law or such proceedings are contemplated by NEIST.

c. If the vendor goes into dissolution or liquidation or transfers substantial part of its business or assets.

22. **Intellectual Property Rights:-** The Vendor shall indemnify NEIST against all third party claims of infringement of Patent, Trademark, Copy Rights or Industrial Design rights arising from the use of the equipment / goods or any part thereof in India.

23. **Training clause:-** Specific mention should be made about the Training facility available in India or abroad. If extra, its cost should be mentioned.

24. **Pre installation requirements:-** The Technical Bid must contain details with specification of items required for installation (PRE-INSTALLATION REQUIREMENTS (AIR / WATER) ELECTRICAL POWER / TEMPERATURE & HUMIDITY CONTROL / FOUNDATION / SPACE and any other requirements to complete Installation at NEIST, Jorhat.

25. **Order acknowledgment:-** Within 15 days from the date of Purchase order, the Order should be acknowledged by the Vendor (Indian OEM / Foreign Principal) failing which it will be deemed that the vendor is not interested in the purchase order and the bid security will be forfeited without any further recourse.

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26. **Performance Bank Guarantee:-** The vendor should furnish a performance bank guarantee from a nationalized bank in India. The Bank guarantee should cover the warranty period plus three months from the date of installation of the equipment. The value of the Bank guarantee is 10% of the order / contract value.
27. The system should be able to operate on 220/230V, 50 Hz single phase AC power supply.
28. **Risk Purchase Clause:-** If the Supplier fails to deliver the goods within the maximum delivery period specified in the Purchase Order, NEIST may procure, upon such terms and in such a manner as it deems appropriate, Goods or Services similar to those undelivered and the Supplier be liable to NEIST for any excess costs incurred for such similar Goods or Services.
29. **Responsibility:-** The responsibility lies with the successful Tenderer, if any damage or loss to the property of the Institute occurs while undertaking the contract.
30. **Warranty, Defects & Liability Period:-** (Warranty) **One / Three Years** from the date of delivery and completion of satisfactory installation and demonstration as certified by NEIST. The supplier should rectify free of cost any defect that may develop in the system during the warranty period. The warranty period shall automatically stand extended by the time taken to rectify the defects. The Firm should give a warranty certificate as per the format attached in the Tender Document.
31. **User List:-** A signed list of similar equipment / stores supplied by the tenderer to the Other CSIR labs, R & D Institutions like IITs, IISc, Railways, MES, State and Central Govt. Departments, Undertakings, large private concerns in the past three years, should be furnished, indicating capacity, model, type of equipment address of the parties to whom supplied, and order number and date (applicable to equipment, plant and machinery).
32. The acceptance of the quotation will rest with the Director NEIST who does not bind himself to accept the lowest quotation and reserves the right to himself to reject, or partially accept any or all the quotations received, without assigning any reason. The quotations are liable to be rejected, if any of the conditions are not complied with

TERMS & CONDITIONS FOR INDIGENOUS OFFERS

1. **Prices:-** Prices in the Price Bid should be quoted Either Ex-works or on Free Delivery at NEIST basis. If it is Ex-works then the packing and forwarding charges, Insurance (from ware house to warehouse with all risks covered on 110% of the value) charges, Freight charges by road (any reputed transporter) / Courier (any reputed courier) on door delivery basis must be clearly mentioned. Quotations without these details will be summarily rejected.
2. **Excise duty:-** This institute is exempted from payment of Excise duty as per notification No. 10/97 – Central Excise, dated 1st March 1997. Hence excise duty exemption certificate will be forwarded along with the purchase order for excise free shipment.
3. **Taxes:-** In the case of indigenous item, the RATE OF SALES TAX / Value Added Tax should be clearly indicated wherever, chargeable. This office is **not eligible** to issue “C”, “D” or any other concessional Form.
4. **Packing and Forwarding:-** The packing and forwarding charges should either be included in the Unit rate or quoted as a percentage of the PO or quoted as a lump sum amount.
5. **Insurance:-** If the contract requires the Vendor to insure the goods, the vendor unless otherwise agreed on the face hereof, insure the goods
 - a) For a value equal to one hundred and ten percent (110%) of the order value on warehouse to warehouse basis.
 - b) On the basis of All Risks (Institute Cargo clauses) or on equivalent terms
 - c) With underwriter (s) or insurance company(ies) of good repute

- d) Any additional insurance coverage shall be arranged by vendor upon the special request and on the account of NEIST
 - e) Provide all assistance to NEIST in case of any claim is made on the insurance company on the basis of the policy
6. **Freight:-** If the consignment has to be dispatched by Road transport / courier then only reputed transporters / reputed courier are to be used by the vendor and consignment to be dispatched on Freight pre paid basis and door delivery basis.
7. **Banker's address:-** Our banker is State Bank of India, RRL Branch, Jorhat 785 006. All cheques / demand drafts will be crossed account payee only.
8. **Registration Numbers:-** The following certificate copies should be attached with the technical bid
- a) Excise duty Registration Number
 - b) Sales tax / Value Added Tax Registration Number
 - c) Service tax registration number
9. **Service support:** - The post installation warranty support is required to be provided by your Chennai / nearest place service centre. Hence mention the contact address, with contact person and telephone numbers.
10. **Payment terms:** - No advance payment shall be made. 100% Payment will be released within 30 days after successful installation of the equipment at NEIST and submission of 10% against a performance Bank Guarantee valid till the expiry of the comprehensive warranty period and additional three months thereafter.
11. **Documents:** - The following documents are required. The invoice will not be paid until supported by all the supporting vouchers.
- a) Invoice in triplicate showing the Purchase order / contract number, goods description, quantity, unit price and total amount The invoice should be duly Pre receipted on a revenue stamp (revenue stamp mandatory vide Indian Stamp Act for amount exceeding Rs. 5000/-)
 - b) Acknowledgement of the receipt of goods from the consignee by the transporter / courier
 - c) Insurance certificate / Premium Paid Voucher / Policy if any
 - d) Manufacturer's warranty certificate
 - e) Inspection certificate issued by the nominated inspection agency, if any (nominated as per contract) or the Vendor's inspection / testing report
 - f) Packing list (two copies) identifying the contents of each package
 - g) Delivery challan / Delivery note in triplicate

TERMS & CONDITIONS FOR IMPORTED OFFERS

12. **Cost:-** Ex-Works Price to be clearly indicated in the Price Bid. The Indian agents commission if any will be subtracted from the Ex-works Price in the Purchase Order / Contract and will be paid in Indian Rupees after satisfactory installation. FOB / FCA Charges up to the nearest gateway International airport to be indicated in the Price bid. Estimated CIF Chennai charges as applicable to be indicated separately.
13. **Import License:** - The ordered materials are being imported under Open General License. Hence, no license is required.
14. **Export License:** - If the ordered equipment are subject to Vendor procuring an export license from the designated government agency / Country from where the goods are shipped / sold, the vendor has to mention the name, address of the government agency / authority. The vendor must also mention the time period within which the license will be granted in normal course.

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15. **Customs duty:-** This institute is exempted from payment of Customs duty as per notification No. 51/96 – Customs. However from 1st March 2002 the Government of India has imposed a advalorem customs duty up to 5% vide notification 24/2002-customs on all imports covered under notification no. 51/96.
16. **INDIAN AGENT'S COMMISSION, if any :** If you have any Agents in India, please show specifically whether the amount of commission payable to them is included in the Ex-works Price. Please note that under the Government of India regulations, Commission to Indian Agents is payable only in Indian Currency. The role played by the Indian Agents in rendering assistance to NEIST must also be specified and copy of authorization letter enclosed in technical bid.
17. **COUNTRY OF ORIGIN:** Please specify PLACE / Country of Origin and the Place / country from which goods will be finally shipped. These particulars are very important for establishment of L/C, arranging insurance etc.
18. **Forwarding Agent:-** NEIST has an existing contract with M/s. Prakash Freight Movers Ltd., Kolkata for providing the services of a Freight Forwarder. All FCA / FOB shipments will be consolidated by the agents of M/s. Prakash Freight Movers Ltd. Kolkata – 700 016
19. **Clearing Agent:-** NEIST has an existing contract for clearance of imported cargo with M/s. Prakash Freight Movers Ltd., Kolkata. All the pre shipment alerts and post shipment documents should also be forwarded to them.
20. **Inspection:-** The Indian agent / Indian branch Office will be intimated immediately after the receipt of the consignment at NEIST Stores. The consignment will be jointly inspected by the Stores personnel, Technical Personnel of NEIST and the representative of Indian agent within 24 hours after receipt. The consignment will be compared with the purchase order and packing list. Any excess supply, shortage, wrong supply and any damage will be noted immediately and intimated to the vendor. Damaged and unaccepted supply will be returned to you at your risk and cost. The vendor should ship the shortage and replace the damaged / wrong shipment at no cost to NEIST.
21. **Installation and commissioning:** - NEIST requires the assistance of the Indian agent / Indian branch Office during installation, commissioning of the Equipment. Training for the personnel at NEIST is also mandatory when specifically asked for in the contract.
22. **Service:-** The Indian agent / Indian branch office of the foreign principal should support the equipment fully during the warranty period. If NEIST requires AMC during the post warranty period the Indian agent / Indian branch office must fully offer full support.
23. **Merger and Acquisition:-** Any merger and acquisition of the Foreign principal by other companies / firms must be intimated to NEIST immediately.
24. **Change of Indian Agent:-** If there is any change of Indian agent during the warranty period / post warranty period the foreign principal must intimate NEIST immediately with the new company's name and address.
25. **Insurance:-** If the contract requires the foreign principal to insure the goods, the vendor unless otherwise agreed on the face hereof, insure the goods
 - a) For a value equal to one hundred and ten percent (110%) of the CIF / CIP amount of the contract on warehouse to warehouse basis.
 - b) On the basis of All Risks (Institute Cargo clauses) or on equivalent terms
 - c) With underwriter (s) or insurance company(ies) of good repute
 - d) Any additional insurance coverage shall be arranged by vendor upon the special request and on the account of NEIST
 - e) Provide all assistance to NEIST in case of any claim is made on the insurance company on the basis of the policy

26. **Import Payment:** - Letter of Credit will be established for 100%. Payment will be released in two parts :

- a) 80% after presentation of original documents after dispatch of the item ordered
- b) 20% after satisfactory supply, installation and commissioning and demonstration of the item ordered and furnishing 10% performance Bank Guarantee on any Nationalized Bank in India by Foreign Principal / Indian Agent valid till the expiry of the comprehensive warranty period and additional three months thereafter.
- c) If the Letter of Credit is required to be extended / reinstated for reasons not attributable to NEIST, the Bank Charges thereof shall be to the supplier account.
- d) Banking Charges outside India to be borne by **beneficiary** to be confirmed in the Price Bid.

27. **Documents:-** The following documents are required by us at the time of negotiation of documents for Letter of Credit.

- a) Commercial invoice – 4 copies (original)
- b) Packing list – 2 copies
- c) Country of Origin – 1 copy
- d) Master Airway Bill – 2 copies
- e) Warranty certificate – 2 copies

STORES & PURCHASE OFFICER

For DIRECTOR

P T O

Annexure A

FORMAT OF TECHNICAL COMPLIANCE OF SPECIFICATIONS

Sl. No.	Name of Specifications / Parts / Accessories of Tender Enquiry	Specifications of Quote Model / Part / Accessory	Compliance Whether Yes or No	Deviation, if any to be indicated in unambiguous terms (The compliance / Deviation should be supported by relevant Technical Literature)	Technical Justification for the Deviation, if any. If specification is superior / inferior than asked for in the enquiry, it should be clearly brought out in the justification
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3.					
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27.					

Signature of Tenderer

- ✓ If the Tenderer offers more than one model, then the Technical Compliance Statement must be enclosed for each and every model separately.
- ✓ If the Tenderer fails to enclose the compliance statement, his bid is likely to be rejected.

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Annexure B
Deviation Statement Form

The Following are the particulars of the deviations from the requirements of the Tender Document terms and Conditions:

S. No.	Clause in the terms and conditions	Deviation	Justification for the deviation

Signature of Tenderer

Annexure C

Cost of The Equipment, parts and Accessories and Other Details Offered
(Must be enclosed in the Price Bid only for every model quoted for)

Sno	Item (If the Tenderer offers more than one model, then this format should be furnished for each model separately)	Unit Price	Amount (currency)
1			
2.			
3.			
4.	<u>OPTIONS</u>		
5.			
6.			
7.			

Signature of Tenderer

P T O

General Guidelines for furnishing breakup

Total Cost of the Basic Equipment / System (In case of Imports without incidence of Customs Duty. NEIST can furnish)

- Ex Works Prices
- Cost of Handling, inland Transportation, insurance charges etc. / FOB Charges (Nearest International Airport)
- Estimated Cost of Air / Ocean Freight, insurance, transportation etc. upto Kolkata airport / Seaport. / CIF Prices Chennai (Shipment by air / sea to be clearly mentioned)
- Agency Commission payable to Indian Agent as percentage / annuity (NEIST will pay the Indian Agent in Indian Rupee only after satisfactory installation and commissioning of the Equipment – Agency commission is calculated from the Ex works Price.)

Banking Charges (in case of Imports)

In case of Letter of Credit:

- Banking charges inside India and Outside India (To whose account to be clearly indicated for Establishing LC)
- Confirming Bank's Address if any, to be clearly indicated

In Case of Telegraphic Transfer / Swift Transfer:

- Address of Banker with Account Number, Swift Code. IBAN Number and Routing Number. OR
- Total Cost of the Basic Equipment / System (In case of Indigenous offers – Tenderers should quote without excise duty as this institution is exempted from payment of excise duty under notification 10 / 97)
- Ex Works Prices
 - Cost of packing, forwarding, freight, insurance charges etc. upto Kokata.
 - Sales tax

Cost of Each Spare / Part / Accessory

Training Costs (if any): In India / Abroad. (Please indicate place, duration and number of persons included for training)

Additional Information:

Sl. No.	Item	Terms of Tenderer
1	Payment Terms	
2	Delivery Period	
3	Installation and commissioning time	
4	Country of Origin	
5	Port of Shipment (By Air / Sea to be clearly indicated)	
6	Net Weight of The Equipment and Gross Weight after Packing	
7	Net Dimensions of the Equipment and Gross Dimensions after packing (with number of packages)	
8	Company Name and Address on whom the order has to be placed	
9	AMC Charges Per Year after Warranty Period	

Signature of Tenderer

P T O

Annexure D

After Sales Service Support Details

Sl. No.	Local Address, telephone numbers, fax numbers and email address of the agent who will provide after sales support	Number of engineers / service personnel who are stationed at the local address	Nature of training imparted to the service personnel especially at the principal's company	The List of Consumables held at all times by the agent

Important: When the tenderer stations only skeleton staff at the local address and stations the key service providers at other locations, the address of the location etc. have to be clearly brought out. The lead-time required for attending such out station calls should also be clearly brought out. The Tenderer should clearly indicate in which cases it would be essential for the equipment to be sent to foreign principal for servicing or in which cases it will be essential for service personnel to come from foreign principal.

Signature of Tenderer

Annexure E

List of Users for a period of 3 years (If possible similar equipment)

S. No.	Order for similar equipment placed by (full address of purchaser with contact person, telephone number)	Purchase Order Number and Date	Description, model and quantity ordered	Price Charged <i>Important: (Rates to be blacked out in the technical bid. The Price bid of Tenderer must contain the Price charged)</i>	Date of completion of delivery as per contract and Date of installation / commissioning as per contract	Reasons if any, for delay in delivery, installation and commissioning

Signature of Tenderer

P T O

WARRANTY CERTIFICATE

We Warrant that everything to be supplied by us hereunder shall be brand new, free from all defects and faults in materials, workmanship and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for material of the type ordered shall be in full conformity with the specification, drawing, or samples, and operate properly. We shall be fully responsible for its efficient operation. This Warranty shall survive inspection of any payment or and acceptance of the goods but shall expire after (except in respect of complaints of which the contractor has been notified prior to such date) 12 / 36 months after their successful installation, commissioning and acceptance by NEIST.

The obligations under the Warranty expressed above shall include all costs relating to labor, spares, maintenance (preventive and unscheduled) and transport charges from site to the manufacturers work and back and free repair/adjustment or replacement at site or any parts of the equipment which under normal and proper use and maintenance proves defective in design, material or workmanship or fails to conform to the specifications previously given by the NEIST to the contractor.

Signature of the Tenderer

P T O

BID SECURITY/EARNEST MONEY DEPOSIT FORM

Whereas1 (*hereinafter called "the Bidder"*) has submitted its bid dated (*date of submission of bid*) for the supply of (*name and/or description of the goods*) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE (*name of bank*) of (*name of country*), having our registered office at(*address of bank*) (hereinafter called "the Bank"), are bound unto (*name of Purchaser*) (hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20 _____ THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the Bank)

1 *Name of Bidder*

PERFORMANCE SECURITY FORM

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY [PBG]

To,

The Director,
North-East Institute of Science And Technology,
Jorhat – 785 006 (Assam), India.

WHEREAS (name and address of supplier) (hereinafter called “the supplier”) the has undertaken, in pursuance of contract no. datedto supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

(Signature of the authorized officer of the Bank)
Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

Check List to be furnished by the Tenderer

1. When Quotation is from Indian agent / Dealer – whether letter of Authorization of Foreign principal is enclosed in the techno-commercial bid – Yes / No.
2. Original letter from Manufacturer assuring support for Ten Years attached in the Technical Bid – Yes / No.
3. For Two Bid System – Whether Techno commercial and Price Bids are kept in separate envelopes duly indicating Techno – Commercial Bid and Price Bid respectively – Yes / No.
4. Whether Tender Number, due date and opening date have been written in all the envelopes – Yes / No.
5. EMD – Whether the required EMD is Enclosed along with the Techno commercial bid – Yes / No.
6. In case the firm is exempted from payment of EMD (Like SSIs registered with NSIC, firms registered under DGS & D) – Whether Valid Permanent Enlistment Certificate of NSIC / Valid DGS & D Rate Contract copy is enclosed in the Techno Commercial Bid – Yes / No.
7. Whether Technical compliance Statement in the format given in Annexure A is enclosed in the Techno Commercial Bid– Yes / No.
8. Whether the Deviation Statement in the format given in Annexure B is enclosed in the Techno Commercial Bid – Yes / No.
9. Whether Details of After sales support is given as per format in Annexure D and is enclosed in the Techno Commercial Bid– Yes / No.
10. Whether the List of Users is given as per Annexure E and is enclosed in the Techno Commercial Bid– Yes / No.
11. Whether the warranty certificate is enclosed as per Annexure F and is enclosed in the Techno Commercial Bid – Yes / No.
12. Whether the Pre-installation requirements is given in the Techno Commercial bid – Yes / No.
13. Whether the Price bid is as per the format given in Annexure C – Yes / No.
14. Whether the Price Bid has been signed in every page – Yes / No.

Signature of Tenderer