

**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)

**GLOBAL / NOTICE INVITING TENDER No.III/2009-10**

Tele: 0376 - 2372710 (SPO) Fax: 2372921

E-mail : [spopur@rrljorhat.res.in](mailto:spopur@rrljorhat.res.in)

**GLOBAL / 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	High Resolution Digital Broadband Seismograph	1(PEQ)/382/09-10/PUR	FREE IF DOWNLOADED FROM WEBSITE OR RS. 300/- BY WAY OF DEMAND DRAFT IN FAVOUR OF DIRECTOR, NEIST FOR BUYING HARD COPY	Rs. 2,00,000.00
2.	GPR [Ground Penetrating Radar] for shallow sub-surface investigation.	1(PEQ)/297/08-09/PUR		Rs. 1,00,000.00
3.	Simultaneous Thermal Analyzer	1(PEQ)/381/08-09/PUR		Rs. 60,000.00

**Tender Document Fee:** Tender documents can be downloaded free of cost from the website <http://www.neist.res.in> AND [www.rrljorhat.res.in](http://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.

**Schedule for Downloading / Sale of Tender documents, Submission & Opening of Technical Bids**

**Last date and time for Sale of Tender Documents: 1<sup>st</sup> March 2010 4.00 P.M. IST**

**Last date and time for Free Download of Documents: 3<sup>rd</sup> March 2010 4.00 P.M. IST**

**Last date and time for Submission of bids: 04<sup>th</sup> March 2010 4.00 P.M. IST**

**Date and Time of Opening of Technical Bids: 05<sup>th</sup> March 2010 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)/382/09-10/PUR**

**Sub: Supply & Installation of High Resolution Digital Broadband Seismograph**

**N B: Last date & Time for Submission: 04.03.2010 (16.00 HRS)  
Date/Time for Opening of Tech. Bids: 05.03.2010 (10.00 A M)**

**No. 1(PEQ)/382/09-10/PUR**

<b>Sl. No.</b>	<b>Specification of Item</b>	<b>Qty.</b>
1	High Resolution Digital Broadband Seismograph: (i). 3 Channel Seismic Digitizer, GPS controlled Net enabled. (ii) 3 Component Broadband Sensor for weak motion recording.	<b>8 Nos.</b>
	(iii) Handheld field setup & communication	<b>1 No.</b>
<b>Technical specifications of 3 Channel Seismic Data Acquisition System</b>		
1	ADC for independent 24 bit 3 channel digitizer @ 130 dB at desired 50 – 100 sps for both (i) continuous and (ii) trigger (STA/LTA) mode for simultaneous data acquisition.	
2	Pre and Post-event data length user/software selectable.	
3	Input range to match with the any type/make seismic sensor [Broadband, Short period and Strong Motion] output with full scale preferably within $\pm 10V$ .	
4	System Noise: The system noise should not be more than the 2 to 3 counts of 24 bit system on RMS basis in the signal frequency range 0.0083 50Hz.	
5	Internal Ram at least 6 MB	
6	Channel-to-channel skew: Zero.	
7	Auto Status Display: (i). Power up indicators (ii). Data acquisition (iii). State of health (SOH) (iv). GPS coordinates & Status on the front panel of the DAS.	
8	Data Storage $\geq 2$ GB in dual auto sensing compact flash memory cards. ■ Unit should have 2 independent CF drives.	
9	Recording format and software support: Standard seismic data recording format compatible with Widows and Solaris allowing usage of proven compression technique. Data management through archive utility should be provided.	
10	Timing System: In-Built GPS receiver based timing system on the DAS with accuracy better than 0.1 msec when GPS is locked. Other feature of this sub-system are as follows: (a). GPS to provided positional information (b). Free running TCXO accuracy of 1 ppm over full operating temperature range $-20^{\circ}$ to $+50^{\circ}C$ (c). Provision to synchronize time by alternative methods in case of GPS failure. (d). Antenna should be housed in a watertight enclosure and should work effectively in extreme climatic conditions. (e). Lightning protection to be provided.	
11	Power Supply: DAS should have provision to operate from an external 9-12 VDC power.	
12	Power consumption in active mode should not exceed 1.5W at 12 VDC for 3 channel at 50 – 100 sps.	
13	Operating temperature: Operating temperature range from $-20$ to $50^{\circ}C$ . Humidity tolerance up to 100 RH.	
14	Communication port: Configuration Serial / full duplex Ethernet port.	
15	Communication through Web Browser and TCP/IP protocol. Networking capability: VSAT LAN / WAN.	
16	Calibration facility for integrated system calibration to be provided and described.	
17	Data transfer in standalone / TCP / IP.	
18	Communication mode, provision for checking state of health information like sensor mass position, temperature, voltage, station coordinates, GPS time etc, in both standalone and Network mode.	
19	Setup control and command: (a). Remote / Central station command control for setting recording parameters. (b). Standalone / field setup control using extended handheld / palmtop unit with digital display for case of changing user selectable recording parameters.	

**No. 1(PEQ)/382/09-10/PUR**

20	<p><b>Utility software to be provided for the following tasks:</b> (a). Appropriate Network communication to download data through VSAT link and remote access control and confirmation of Net connectivity. (b). Remote parameter setting and status monitoring. (c). Conversion of data into various standard formats such as ASCII, SEISAN, SEED, SAC etc. (d). Display of the trigger information on different streams, state of health of equipments etc. (e). Basic and advanced level processing and analysis of seismic data. (f). Data archival in rapidly accessible structured and programmable database for further detailed processing of all acquired data in future.</p>
<p><b>Other Essential Requirements:</b></p>	
<p>■ The power rating for the overall system and the endurance of the internal keep alive batteries supplied with the unit should be specified.</p>	
<p>■ Bidder should identify required spares and accessories for smooth and uninterrupted functioning of the system in Network configuration.</p>	
<p>■ Spares / accessories and consumables for smooth and uninterrupted operation of the system up to a period of at least 5 years to be quoted separately.</p>	
<p>■ Bidder should provide all operation, service and maintenance manuals (in English) along with necessary circuit diagrams.</p>	
<p>■ A point-by-point statement of compliance of the technical specifications of the tendered equipment should accompany the bid along with the explanations as to how the compliance is achieved supported by illustrative literature / Catalogues and relevant extracts from the bidder Web site.</p>	
<p>■ The manufacture / bidder should provide calibration and test reports of their offered equipment and products duly certified and authenticated by an internationally recognized agencies.</p>	
<p>■ Bidder should provide a list of users of such seismological equipments as in the present tender to whom this type of instruments have been supplied during the last three years, along with the equipment performance report from the users.</p>	
<p>■ The bidder must provide necessary training immediately after the installation in the area of routine operation, maintenance and calibration of the system including usage of the system application software etc.</p>	
<p>■ Bidder should honour full warranty of all hardware and software for a period of 18 months from the date of acceptance of the equipments.</p>	
2	<p><b>3 Component Broadband Sensor for weak motion recording:</b></p>
	<p>3 Component [Triaxial, Orthogonal], Broadband weak motion seismic sensor, Output signal +20V P2P, Power Input: 9 to 18 VDC, Low power consumption, Frequency Bandwidth: 0.0083 Hz (120 sec) – 50 Hz, Low self noise over a wide band, Sensitivity: 2000 V/m/s, Two Integrated bubbles for level positioning with three adjustable leveling feet with locknuts, Dynamic Range: Greater than 140 dB @ 5 Hz, Calibration: Coil resistance 1,000 Ω, Sensivity: 10 m / s<sup>2</sup>/A, Power-Fail Protection &amp; signal overload protection, Mechanical Mass locking / unlocking mechanism, Total distortion: less than – 80dB, Operating temp (-) 5 – (+) 60 deg C, Remote monitoring and mass centering using 3 independent voltage for each component, Auto correction for ambient temperature, Weather and climate protection, Watertight Integrity: IP 67 for outdoor use.</p>
3	<p><b>Technical Specification of Handheld Unit.</b></p>
	<p>Handheld unit for Command Control &amp; Configuration setting of digitizers. DAS Communication through Serial Interface. Power: 6 – 12 VDC operation. DAS Power Interface. LCD screen display. 2 – 12MB Internal memory. Serial Interface cable &amp; connectors to communication with DAS.</p>

**TENDER DOCUMENT**

**Ref. No. 1(PEQ)/297/08-09/PUR**

**Sub: Supply & Installation of GPR [Ground Penetrating Radar] for shallow sub-surface investigation.**

**N B: Last date & Time for Submission: 04.03.2010 (16.00 HRS)  
Date/Time for Opening of Tech. Bids: 05.03.2010 (10.00 A M)**

**No. 1(PEQ)/297/08-09/PUR**

**Technical Specifications of GPR [Ground Penetrating Radar] for shallow sub-surface investigation:**

<b>GPR [Ground Penetrating Radar] system:</b> High resolution, Multi channel and multi frequency Ground Penetrating Radar up to 50 mtrs depth. Shielded 100 MHz Centre Frequency Antenna with breakout box, and multiple low Frequency Antennas, 12 VDC operation, Carry case and complete accessories
<b>Resolution:</b> 5 Pico second, selectable 2 – 280 ± scans / sec @ 0.03 – 200 GHz, Range: 0 – 8000 ns,
<b>Gain:</b> Auto / manual Gain Selectable up to 100 dB.
<b>Stacking:</b> Capable of stacking more than 30,000 scans, LCD Display, 256 line scan for wiggle plot and oscilloscope to view single amplitude and polarity.
<b>Internal 80 GB HD:</b> Memory with provision for external storage / transfer of data, Win XP/NT compatible processor for 2D and 3D surveys.
<b>Inbuilt / External GPS:</b> For real-time data and odometer for distance measurement.
<b>Antenna:</b> (a) 100 MHz Centre Frequency with Multiple low frequency antennas of 16 MHz, 20 MHz, 40 MHz and 80 MHz with cable and connectors and breakout box. (b). 200 MHz Shielded Antenna.
<b>Laptop:</b> 80 GB x 2 HDD, 2 GB RAM, Minimum 2 MB Cache memory, Win XP/NT.
<b>Software:</b> Advance radar data processing software with multiple reactivations for 2D & 3D data processing with horizontal scaling, Distance normalization, surface normalization, static correction and gain resolution. Vertical and spatial filters, predictive de-convolution, arithmetic functions, variable velocity migration, interactive interpretation and structure identification and 3D display in multi screens. Spare 12 VDC battery pair and AC 230V charger. Wheeled cart for field survey.
<b>Training:</b> (1) On-site training on operation and maintenance. (2) Foreign / Manufacturer training on data interpretation.

**TENDER DOCUMENT**

**Ref. No. 1(PEQ)/381/09-10/PUR**

**Sub: Supply & Installation of Simultaneous Thermal Analyzer.**

**N B: Last date & Time for Submission: 04.03.2010 (16.00 HRS)  
Date/Time for Opening of Tech. Bids: 05.03.2010 (10.00 A M)**

No. 1(PEQ)/381/09-10/PUR

**Technical Specifications of Simultaneous Thermal Analyzer.**

Sl. No.	Specification of Item	
1	<b>Temperature:</b>	
	Temperature Rang	Ambient to 1500°C
	Temperature Accuracy	± 0.5°C
	Temperature Precision	± 0.1°C
	Programmable temperature scanning rate	0.1 to 100°C / min
	Cooling	From 1500 °C to ambient temperature within 60 minutes.
2	<b>Balance</b>	
	Balance measurement range	Up to 200 mg
	Balance resolution	0.1µg
	Weighing precision	0.01%
3	<b>Software:</b>	
	Windows based operating software including model free kinetics software	
	Complete with all necessary standards, accessories and attachments. With all consumable spares for five years.	
	<b>Computer</b>	
	Processor: Intel Core 2 Duo@ 2 GHZ. Bus Speed: 800 MHz or recent configuration. Cache Size: 2 MB. Number of PCI slots: 2. Network Card Gigabit Ethernet (1000 Mbps) Included. Installed Memory 4 GB. Drive 3.5 inch FDD. Hard Drive Capacity: 320 GB or recent configuration. Included Devices: Integrated Keyboard, Optical Mouse, DVD Reader cum Writer. Internal I/O Ports: 6 USB, 2 PS/2, IEEE port. Expansion Slots: 1 PCI Express (X 16); 1 PCI Express (XI). Monitor: 22 inch TFT. Operating System Microsoft Windows Vista Home Premium 64 bit along with recent Anti Virus software in CD media. LaserJet Printer Colour. Resolution: Up to 600 X 600 dpi. Print Speed Up to 25 – 30 ppm	
4	<b>Power:</b>	Compatible with 220 Volts and 50 Hertz frequency.
	<b>Optional Item:</b> 1. Thermal simulation software.	

## **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 Tenderer should fill up the check list **Annexure H**' 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.rrl.jorhat.res.in](http://www.rrl.jorhat.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 **3<sup>rd</sup> March 2010 at 4.00 P M** NEIST WILL SEND THE TENDER DOCUMENT BY COURIER/SPEED POST AND IS NOT LIABLE FOR ANY DELAY OR LOSS IN TRANSIT.**

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 00<sup>th</sup> 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 **00<sup>th</sup> September 0000 (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 CLRI before the closing date and time will be opened on **00<sup>th</sup> September 0000 (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

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.

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.

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.

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 1<sup>st</sup> 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.

15. **Customs duty:-** This institute is exempted from payment of Customs duty as per notification No. 51/96 – Customs. However from 1<sup>st</sup> 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.
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**

**Annexure A**

**FORMAT OF TECHNICAL COMPLIANCE OF SPECIFICATIONS**

<b>Sl. No.</b>	<b>Name of Specifications / Parts / Accessories of Tender Enquiry</b>	<b>Specifications of Quote Model / Part / Accessory</b>	<b>Compliance Whether Yes or No</b>	<b>Deviation, if any to be indicated in unambiguous terms (The compliance / Deviation should be supported by relevant Technical Literature)</b>	<b>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</b>
1.					
2.					
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4.					
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6.					
7.					
8.					
9.					
10.					
11.					
12.					
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26.					
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.

**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.	<b><u>OPTIONS</u></b>		
5.			
6.			
7.			

Signature of Tenderer

### 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

**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

**Annexure F**

**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 (expect 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

**BID SECURITY/EARNEST MONEY DEPOSIT FORM**

Whereas .....<sup>1</sup> (*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*

## **Annexure H**

### **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