

Open Tender for Procurement of Laboratory equipment in Physics department

Tender Reference No: GKCIET/Ph/2025/001
Tender Id: 2025_GKCIE_842926_1

Dated: 17/01/2025

GKCIET, Malda,
Narayanpur,
732141, West
Bengal India
controller@gkciet.ac.in

Notice Inviting Quotation (E-Procurement Mode)

Notice Inviting Tender for procurement of 08 Laboratory equipment for Physics Department of Ghani Khan Choudhury Institute of Engineering and Technology, Malda invites tenders for procurement of above-mentioned item.

Vendors are requested to send their bid for supply of the above item as per details technical specification given and Price Bid as per BOQ. **Hard copies in spiral binding of all the documents submitted in the online technical bid is to be submitted through courier/speed post at the address mentioned below: Store section, GKCIET, Malda, Narayanpur, 732141, West Bengal India. It should reach before the date of opening of the technical bids. The envelope should be clearly marked 08 Laboratory equipment for Physics Department and this may not contain any price information.** The Important information related to tender are as follows:

| SCHEDULE | |
|---|---|
| Date of Issue/Publishing | 17/01/2025 (17:00 Hrs) |
| Document Download/Sale Start Date | 17/01/2025 (17:00 Hrs) |
| Last Date and Time for receipt of queries | 23/01/2024(14:00 Hrs) |
| Last Date and Time for Uploading of Bids | 17/02/2025 (14:00 Hrs) |
| Date & Time of Opening of Technical Bids | 18/02/2025 (14:00 Hrs) |
| Date of Opening of Financial Bids | Will be informed later |
| Performance Security | 3% of the contract value valid till warranty period |
| Warranty | 03 Year warranty from the date of installation / successful acceptance at GKCIET, Malda |
| Delivery | 60 Days |
| No. of Covers (1/2/3/4) | 02 |

| | |
|--|-------------------------|
| Bid Validity days | 120 days |
| Email Address (for Technical Clarifications) | controller@gkciет.ac.in |

Instructions to Bidders

Instructions for Online Bid Submission

Department of Expenditure has issued the directive to publish the tender document on the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. For more information, bidders may visit the CPP Portal <http://eprocure.gov.in/eprocure/app>. Tender document can also be downloaded from GKCIET, Malda Website (www.gkciет.ac.in/)

2.1 Registration Process

- a) Bidders to enroll on the e-Procurement module of the portal <http://eprocure.gov.in/eprocure/app> by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
- b) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- c) Bidders to register upon enrolment their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- d) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse. Foreign bidders are advised to refer "DSC details for Foreign Bidders" for Digital Signature requirements on the portal.
- e) Bidder then logs in to the site through the secured login by entering their user ID / password and the password of the DSC / e-Token.

2.2 Tender Documents Search

- a) Various built in options are available in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
- b) There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- c) Once the bidders have selected the tenders they are interested in; they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- d) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

2.3 Bid Preparation

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the

- documents required to be submitted as part of the bid.
- c) Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
 - d) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document /
 - e) Schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
 - f) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process

2.4 Bid Submission

- a) Bidder to log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidder to select the payment option as "on-line" to pay the tender fee/ EMD wherever applicable and enter details of the instrument.
- d) A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the pre-scribed format and no other format is acceptable.
- e) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- f) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- g) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- i) Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

2.5 Assistance to Bidders

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 2337315.

2.6 General Instructions to the Bidders

1. The tenders will be received online through portal <https://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
2. Possession of Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card Token in the company's name is a prerequisite for registration and participating in the bid submission

activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link 'Information about DSC'. Bidders are advised to follow the instructions provided in the 'Instructions to the Bidders for the e- Submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure>

3. Online Bid Submission

The bids (complete in all respect) must be uploaded online in **two** Envelops as explained below.

| Envelope – 1 (Following documents to be provided) | | | | |
|--|---------------|---|-------------------------------|------------|
| Ser. | | Content | Supporting Page Number of bid | File Types |
| 1. | Technical Bid | Index / Table of Content | | .PDF |
| 2. | | Certificate - Bidder Not from/ from Country sharing Land border with India & Registration of Bidder with Competent Authority (Annexure-VIII) | | .PDF |
| 3. | | Copy of GST Certificate and PAN. | | .PDF |
| 4. | | Compliance Sheet (Annexure-I) | | |
| 5. | | Non Blacklisting of Supplier and Price reasonability declaration as per Annexure-II | | .PDF |
| 6. | | List of Govt. Organization/Dept. & User List as per Annexure-III | | .PDF |
| 7. | | Manufacturer's Authorization Letter as per Annexure-IV | | .PDF |
| 8. | | Declaration of Local Content (Annexure-X) | | .PDF |
| | | | | |
| Envelope - 2 | | | | |
| Ser. | Types | Content | File Type | |
| 1. | Financial Bid | Price bid as per BOQ format only. (Note: -Comparison of prices will be done ONLY on the bids submitted for the Main Equipment and anything asked as 'Optional' in the specifications is not to be included for overall comparison) | .XLS | |

FINANCIAL BID(PRICE-BID): Bidder has to quote separately for all the fields as mentioned in Price Schedule. Adding 0 'Zero' shall be treated as unresponsive. Online submission of the bids will not be permitted on the portal after the expiry of submission time and the bidder shall not be permitted to submit the same by any other mode.

4. Invitation for Tender Offers for Procurement of 10 Laboratory equipment for Physics Department.

Ghani Khan Choudhury Institute Of engineering and Technology, Malda invites online Bids (Technical bid and Commercial bid) from eligible and experienced OEM (Original Equipment Manufacturer) OR OEM Authorized Dealer for Procurement, of 08 various equipments for laboratory experiments in Department of Physics (warranty period as stated at “Schedule”)on site comprehensive warranty from the date of receipt of the material as per terms & conditions specified in the tender document, which is available on CPP Portal <http://eprocure.gov.in/eprocure/app>

4.1. TECHNICAL SPECIFICATION:

| SL. NO. | Equipment | Specification |
|---------|---------------------------------------|---|
| 1. | Newton’s ring experiment setup | <p>Dimension: 390 x 480 x 170 mm approx. Micrometer: 0.01 mm least count Eyepiece: Ramsden 10X Objective: 3x Spherometer (Disc Brass) SPECIFICATIONS Type: 3 legs Vertical Scale: 6mmx6mm (WxT) Micrometer: Dia. 40mm, Brass Lower Disc: dia. 60mm Range: 10-0-10mm Least Count: 0.01mm Plano Convex Lens Dimension: 390 x 480 x 170mm approx. Micrometer : 0.01 mm least count Eyepiece : Ramsden 10X Objective : 3X Weight : 12.6 kg approx. SPHEROMETER (DISC BRASS) Types : 3 legs Vertical scale : 6mmx6mm (WxT) Micrometer : Dia. 40mm, Brass Lower disc : Dia. 60mm Range : 10-0-10mm Least count : 0.01mm PLANO CONVEX LENS Dia. : 61.5mm, Glass Focal length : 200mm</p> |
| 2. | Electron spin resonance | <p>Basic unit Dimensions : 165x105x135 mm³ approx. Weight : 1.25 kg approx. Magnetic coils Windings : 500 each Magnetic field : 0 - 3.37 mT Connectors : Coaxial power connectors Dimensions : 20 mm x 74 mm diam. approx. Weight : 0.2 kg approx.</p> |

| | | |
|----|---|---|
| | | <p>ESR SUPPLEMENTARY</p> <p>A ESR probe-head with radio frequency coil.</p> <p>B A sample of DPPH (2,2-diphenyl-1 picrylhydrazyl).</p> <p>C An empty control sample tube for comparison.</p> <p>D Two mounting rings.</p> <p>E Two mounting cylinders.</p> <p>HF PATCH CORD</p> <p>Impedance : 50 Ohm</p> <p>Connector : BNC to BNC</p> <p>Length : 1m</p> <p>Shielded patch cords for low-loss, low-capacitance transmission of high-frequency signals; equipped at either end with a BNC plug.</p> |
| 3. | Fresnel biprism for Double slit Diffraction (with Sodium Source) | <p>OPTICAL BENCH:</p> <p>Material : Aluminum extrusion</p> <p>Type : Triangular shape</p> <p>Scale : 0-100cm</p> <p>Least count : 1mm</p> <p>This optical bench is rigid, heavy, stable and long lasting. It has four levelling screw and flexible feet.</p> <p>UNIVERSAL LENS HOLDER:</p> <p>Object : upto 60mm</p> <p>Jaws : 3 no. at 90°</p> <p>Frame : 100 mm dia.</p> <p>Rod : 10mm dia.</p> <p>Rotation : By knurled screw</p> <p>FRESNEL'S BIPRISM (RECTANGULAR)</p> <p>Material : Glass</p> <p>Size : 40x30mm (L x W)</p> <p>Prism angle : 178° approx.</p> <p>SODIUM LIGHT SOURCE:</p> <p>Starting Voltage : 470 Volts</p> <p>Operating Voltage : 220 Volts, 50 Hz.</p> <p>Lamp House : 300 x 85 mm dia.</p> <p>Aperture Dia : 25mm</p> <p>ADJUSTABLE SLIT SELF CENTERING:</p> <p>Slit Width : 0-2 mm</p> <p>Height : 6 mm</p> <p>Frame : 120mm dia., to avoids scattering of light</p> <p>Rod : 10mm dia.</p> <p>MICROMETER EYEPIECE:</p> <p>Eyepiece : 10X, Ramsden</p> <p>Pitch : 0.5mm</p> <p>Least count : 0.01mm</p> <p>Displacement : 20mm</p> <p>CONVEX LENS IN HOLDER:</p> <p>F. L : 200mm</p> <p>Lens : 50mm dia.</p> <p>Frame : 130mm dia, to</p> <p>Rod : 10mm dia.</p> <p>MICROSCOPE OBJECTIVE</p> <p>Objective : 10X</p> |
| 4. | Ammeter | 0-300 mA |
| 5. | Ammeter | 0-500 mA |
| 6. | Ammeter | 0-500 μ A |
| 7. | Fractional resistance | 0.1-1 Ohm-manganin coil |

| | | |
|----|---------------------------|---|
| | box | |
| 8. | Battery eliminator | Output Voltage: 0-12 V DC Input Voltage: 220V AC Current: 1 A |

Additional Terms and Conditions:

- i) Proof of supply and installation of identical or similar experimental setups to IITs, NITs, IISERs, NISER, should be provided with contact details.**
- ii) Original photographs of quoted equipment must be submitted with the technical Bid.**
- iii) Original Equipment Manufacturer Weblink should be provided.**
- iv) Financial solvency**

5. **GENERAL TERMS & CONDITIONS**

- 5.1 Due date:** The tender has to be submitted online on or before the due date. The offers received after the due date and time will not be considered.
- 5.2 EMD :** NA
- 5.3 Refund of EMD:** NA
- 5.4 Opening of the tender:** The online bid will be opened by a committee duly constituted for this purpose. Online bids (complete in all respect) received will be opened as mentioned at “Annexure: Schedule” in presence of bidder’s representative if available. Only one representative will be allowed to participate in the tender opening. The technical bid will be opened online first and it will be examined by a technical committee (as per specification and requirement). The financial offer/bid will be opened only for the offer/bid which technically meets all requirements as per the specification, and will be opened subsequently for further evaluation.
- 5.5 Acceptance/ Rejection of bids:** The Institute reserves the right to reject any bid not fulfilling the eligibility criteria. Submission of incomplete bid/ incomplete bid format would lead to rejection of bids. All documents required to be submitted should be the part of the bid. If any document is not submitted, the bid will be treated as incomplete and this would lead to rejection. No communication in this regard will be entertained.
- 5.6 Pre-Qualification Criteria:**
 - a) Tenderer should be the manufacturer / authorized dealer. Letter of Authorization from original equipment manufacturer (OEM) specific to the tender should be enclosed.**
 - b) An undertaking from the OEM is required stating that they would facilitate the tenderer on a regular basis with technology/product updates and extend support for the warranty as well. (Ref. Annexure-II)**
 - c) Non-compliance of tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between tenderer specification and supporting documents etc. may lead to rejection of the bid.**
 - d) In the tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.**
 - e) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on**

behalf of another Principal/OEM in the same tender for the same item/product.

- f) Only "Class-I and Class-II local supplier will be eligible to bid notified vide (DPIIT) Notification No.P-45021/2/2017-PP (BE-II) dated 4th June, 2020. It is mandatory for bidders to quote items having local content more than 20%. Refer revised Public Procurement (Preference to Make in India), Order 2017 P-45021/2/2017-B.E-II dated 04.06.2020 issued by DPIIT, Ministry of Commerce and Industry, Govt. of India. (Submit duly filled Annexure X for the same)

5.7 Performance Security: The supplier shall require to submit the performance security in the form of irrevocable bank guarantee issued by any commercial bank for an amount which is stated at the "Schedule" of the tender document within 21 days from the date of receipt of the purchase order/LC and should be kept valid for a period of 60 days beyond the date of completion of warranty period.

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

- a) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- b) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

5.9 Risk Purchase Clause: In event of failure of supply of the item/equipment within the stipulated delivery schedule, the purchaser has all the right to purchase the item/equipment from the other source on the total risk of the supplier under risk purchase clause.

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

- a) Item Nomenclature
b) Order/Contract No.
c) Country of Origin of Goods
d) Supplier's Name and Address
e) Consignee details
f) Packing list reference number

5.11 Delivery and Documents:

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

- a) 4 Copies of the Supplier invoice showing contract number, goods' description, quantity
b) unit price, total amount;
c) Insurance Certificate if applicable;
d) Manufacturer's/Supplier's warranty certificate;
e) Inspection Certificate issued by the nominated inspection agency, if any
f) Supplier's factory inspection report; and
g) Certificate of Origin (if possible by the beneficiary);
h) Two copies of the packing list identifying the contents of each package.

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

5.12 Liquidated Damages (L.D):

If a supplier fails to execute the order in time as per the terms and conditions stipulated therein, it will be open to the purchaser to recover liquidated damages for delay in delivery and installation from the supplier at the rate 0.5% of the value of the order per week subject to a maximum of 10% of the total order value. The L.D charges can be increased in case of gross violation of the Purchase Order terms as decided by the Director of the Institute.

5.13 Prices: The price should be quoted in BoQ format only. The offer/bid should be exclusive of taxes and duties, which will be paid by the purchaser as applicable. However, the percentage of taxes & duties shall be clearly indicated. The price should be quoted including all charges and taxes.

5.14 Progress of Supply: Wherever applicable, supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:

- a) Quantity offered for inspection and date;
- b) Quantity accepted/rejected by inspecting agency and date;
- c) Quantity dispatched/delivered to consignees and date;
- d) Quantity where incidental services have been satisfactorily completed with date;
- e) Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
- f) Date of completion of entire Contract including incidental services, if any; and
- g) Date of receipt of entire payments under the Contract (In case of stage-wise inspection, details required may also be specified).

5.15 Resolution of Disputes: The dispute resolution mechanism would be as follows:

- a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director, GKCIET Malda and if he is unable or unwilling to act, the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
- b) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (i) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.
- c) The venue of the arbitration shall be the place from where the order is issued.

5.16 The place of jurisdiction would be Malda , west Bengal.

5.17 Right to Use Defective Goods

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

5.18 Transfer and Subletting: The supplier shall not sublet, transfer, assign or otherwise part with the acceptance to the tender or any part thereof, either directly or indirectly, without the prior written permission of the Purchaser.

5.19 Supplier Integrity

The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

5.20 Installation & Demonstration

The supplier is required to do the installation and demonstration of the equipment within two weeks of the arrival of materials at the GKCIET, Malda site of installation, otherwise the penalty clause will be the same as per the supply of materials.

In case of any damage to equipment and supplies during the carriage of supplies from the origin of equipment to the installation site, the supplier has to replace it with new equipment/supplies immediately at his own risk. Supplier will settle his claim with the insurance company as per his convenience. GKCIET, Malda will not be liable to any type of losses in any form.

5.21 Insurance (if applicable): For delivery of goods at the purchaser's premises (GKCIET, Malda), the insurance shall be obtained by the supplier from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes. The insurance shall be valid for a period of not less than 3 months after installation and commissioning.

5.22 Warranty:

- a) Warranty period shall be (as stated at "Schedule "of this tender) from date of installation of Goods and acceptance at GKCIET, Malda. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carryout further performance tests. The warranty should be comprehensive on site.
- b) The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall arrange to repair or replace the defective goods or parts within 3 days free of cost in GKCIET, Malda. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. The period for correction of defects in the warranty period is 03 days. If the supplier having been notified fails to remedy the defects within 03 days, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expenses and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.
- (iii) The warranty period should be clearly mentioned. The maintenance charges (AMC) under different schemes after the expiry of the warranty should also be mentioned. The comprehensive warranty will commence from the date of the satisfactory installation/commissioning of the equipment against the defect of any manufacturing, workmanship and poor quality of the components.

5.23 Governing Language

The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

5.24 Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction.

5.25 Notices

- a) Any notice given by one party to the other pursuant to this contract/order shall be sent to the other

- party in writing or by cable, telex, FAX or e mail and confirmed in writing to the other party's address.
- b) A notice shall be effective when delivered or on the notice's effective date, whichever is later.

5.26 Taxes and Duties

Suppliers shall be entirely responsible for all taxes, duties, license fees, octroy, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser. No extra tax or charges will be payable to the vendor.

5.27 Payment:

- a) For all supplies, 100% payment shall be made by the Purchaser against delivery, inspection, successful installation, commissioning and acceptance of the equipment at GKCIET, Malda in good condition and to the entire satisfaction of the Purchaser and on production of unconditional performance bank guarantee as specified in Clause 4.8 of tender terms and conditions.

5.28 Manuals and Drawings:

- a) Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications.
- b) The Manuals shall be in the ruling language (English) in such form and numbers as stated in the contract.
- c) Unless and otherwise agreed, the goods equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawing have been supplied to the Purchaser.

5.29 Application Specialist: The Tenderer should mention in the Techno-Commercial bid the availability and names of Application Specialist and Service Engineers in the nearest regional office. (Ref. to Annexure- III)

5.30 Site Preparation: The supplier shall inform to the Institute about the site preparation, if any, needed for the installation of equipment, immediately after the receipt of the purchase order. The supplier must provide complete details regarding space and all the other infrastructural requirements needed for the equipment, which the Institute should arrange before the arrival of the equipment to ensure its timely installation and smooth operation thereafter. The supplier may visit the Institute and see the site where the equipment is to be installed and may offer his advice and render assistance to the Institute in the preparation of the site and other pre- installation requirements.

5.31 Spare Parts

The Supplier may be required to provide any or all of the following materials, notifications, and Information pertaining to spare parts manufactured or distributed by the Supplier. Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and in the event of termination of production of the spare parts; Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested. Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.

5.32 Defective Equipment: If any of the equipment supplied by the Supplier is found to be substandard, refurbished, un-merchantable or not in accordance with the description/specification or otherwise faulty, the committee will have the right to reject the equipment or its part. The prices of such equipment shall be refunded by the Supplier with 18% interest if such payments for such equipment have already been made. All damaged or unapproved goods shall be returned at supplier's cost and risk and the incidental expenses incurred thereon shall be recovered from the supplier. Defective part in equipment, if found before installation and/or during warranty period, shall be replaced within 7 days on receipt of the intimation from this office at the cost and risk of supplier including all other charges. In case supplier fails to replace above

item as per above terms & conditions, GKCIET, Malda may consider "Banning" the supplier.

5.33 Termination for Default

- a) The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
 - a. If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser; or
 - b. If the Supplier fails to perform any other obligation(s) under the Contract.
 - c. If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- b) For the purpose of this Clause:
 - a. **"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - b. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderer (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Borrower of the benefits of free and open competition;”
- c) In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

5.34 Location: Department of Physics, GKCIET Malda.

5.35 Downtime: During the warranty period, not more than 1% downtime will be permissible. For every day exceeding permissible downtime, penalty of 1/365 of the 1% contract value will be imposed. Downtime will be counted from the date and time of the filing of complaint within the business hours. Supplier should clearly mention about their service set up in India (preferably in Northern part of India) for prompt service support. The manufacturer and/or their Indian representative must have at least three qualified and factory trained service engineer in India to be able to attend to service at GKCIET, Malda within 48 hours on submitting a complaint. Training certificates from the manufacturer have to be provided with the tender. During the warranty period, only factory trained and certified engineers are acceptable to attend the service.

In case the Equipment / System remains non-operational for more than 5 days then warranty period will be extended for the equivalent period for which Equipment /System remained non- operational. Warranty extension in such case shall be done without prejudice to any other Term & condition of the contract.

GKCIET, Malda would like to enter in service agreement through which GKCIET, Malda will receive replacement of defective spares/part (if any, that are not covered under warranty) immediately so as to minimize the downtime. Order, if any, required to be placed for such spares/parts will be done by GKCIET, Malda in due course of time.

5.36 Training of Personnel (if applicable): The supplier shall be required to undertake to provide the technical training to the personnel involved in the use of the equipment at the Institute premises, immediately after completing the installation of the equipment if applicable.

5.37 Compliancy certificate: This certificate must be provided indicating conformity to the technical specifications. (Annexure-I)

5.38 Genuine Pricing: Vendor is to ensure that quoted price is not more than the price offered to any other

customer in India to whom this particular item has been sold. Copy of the latest price list for the quoted item, applicable in India, must be enclosed with the offer (particularly to IIT/Institutes and other Government Organization).

5.39 Comparison of Bids: Comparison of prices will be done only on the bids submitted for the total equipment inclusive of all charges and taxes.

5.40 Award of Contract

GKCIET, Malda shall award the contract to the eligible bidder whose technical bid has been accepted and determined as the lowest evaluated commercial bid based on the criteria mentioned above. However, GKCIET, Malda reserves the right and has sole discretion to reject the lowest evaluated bid.

In case more than one bidder happens to quote the same lowest price, GKCIET, Malda reserves the right to decide the criteria and further process for awarding the contract, decision of GKCIET, Malda shall be final for awarding the contract.

5.41 As per Ministry of Finance, Deptt. of Expenditure, Public Procurement Division Order (Public Procurement No.1) issued from file No.6/18/2019-PPD dated 23rd July, 2020 regarding Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 2017

A certificate shall be submitted by bidders in the tender documents regarding their compliance with the said order. If the certificate submitted by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law. Annexure VIII (For Goods/ Services contracts)/ *Annexure IX (For Works contracts, including Turnkey contracts)*

COMPLIANCE SHEET

| Name of the Item: Make: Model: | | Comply (Yes/No) | Supporting Page No. |
|--|---|--------------------|------------------------|
| <u>Item</u> | | Quantity: 1 | |
| 1. Newton's ring experiment setup 2. Electron spin resonance 3. Fresnel biprism for Double slit Diffraction (with Sodium Source) 4. Ammeter 5. Ammeter 6. Ammeter 7. Fractional resistance box 8. Battery eliminator | Specification as per section number 4.1. | | |

ANNEXURE-II

<< Organization Letter Head >> DECLARATION SHEET

We, _____ hereby certify that all the information and data furnished by our organization with regard to these tender specifications are true and complete to the best of our knowledge. I have gone through the specifications, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

This is certified that our organization has been authorized (Copy attached) by the OEM to participate in Tender. We further certify that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, OEM has agreed to support on regular basis with technology / product updates and extend support for the warranty.

We, further specifically certify that our organization has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.

The prices quoted in the financial bids are subsidized due to academic discount given to GKCIET, Malda and the rates quoted are not more than those quoted to any other Institution in India or abroad during the last one year.

| | |
|---|--|
| NAME & ADDRESS OF THE Vendor/ Manufacturer / Agent | |
| Phone | |
| Fax | |
| E-mail | |
| Contact Person Name | |
| Mobile Number | |
| GST number | |
| PAN Number | |

(Signature of the Tenderer)

Name:

Seal of the Company

ANNEXURE-III

| List of Organizations for whom the Tenderer has undertaken such work | | |
|---|-------------------------------|--------------------|
| Name of the organization | Name of Contact Person | Contact No. |
| | | |
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| Name of application specialist / Service Engineer who have the technical competency to handle and support the quoted product during the warranty period. | | |
|---|-------------------------------|--------------------|
| Name of the organization | Name of Contact Person | Contact No. |
| | | |
| | | |
| | | |
| | | |
| | | |

Signature of Tenderer

Name: _____

Designation: _____

Organization Name: _____

Contact No.: _____

MANUFACTURERS' AUTHORIZATION FORM

[The Tenderer shall require the Manufacturer to fill in this Form in accordance with the Instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer]

Date: [insert date (as day, month and year) of Bid Submission] Tender No.: [insert number from Invitation for Bids]

To: [insert complete name and address of Purchaser] WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Tenderer] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 5.22 of the Terms and Conditions, with respect to the Goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer] Name: [insert complete name(s) of authorized representative(s) of the Manufacturer] Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Tenderer]

Dated on day of, [insert date of signing]

Covering Letter

(Required on the Letter head of the Bank)

**To
Ghani Khan Choudhury Institute of Engineering**

and Technology, India

Dear Sir / Madam,

Guarantee
Number Date of
Issue Guarantee
Amount Date of
Expiry Date of
Claim Applicant
Name:

We confirm having issued/ extended the captioned Bank Guarantee in your favor on behalf of our

above named constituent and the same signed by the officers of the bank.

Yours faithfully,

Authorized Signatory

Name:

Email ID:

(Signed and Stamped)

Format of Bank Guarantee

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)

(TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT West Bengal OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT Malda OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT Malda. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.)

To,

Ghani Khan Choudhury Institute of Engineering and
Technology, India

LETTER OF GUARANTEE

WHEREAS Ghani Khan Choudhury Institute of Engineering and Technology, India (Buyer) have invited Tenders vide Tender No _____ dt _____ for purchase of against PO Number _____ Dated _____ and whereas the said tender document requires that any eligible successful tenderer (seller) wishing to supply the equipment /machinery etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favor of "Ghani Khan Choudhury Institute of Engineering and Technology, India," in the form of Bank Guarantee for Rs and valid till warranty period + 60 days grace period from the date of issue of Performance Bank Guarantee may be submitted within 21 (Twenty-One) days from the date of acceptance as a successful tenderer.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer

(seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the equipment / machinery, etc. this bank shall pay to GKCIET, Malda on demand and without protest or demur Rs (Rupees).

This bank further agrees that the decision of GKCIET, Malda (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

We (name of the bank & branch) hereby further agree that the guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/ or Ghani Khan Choudhury Institute of Engineering and Technology, India (Buyer).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs(Indian Rupees only).
2. This Bank Guarantee shall be valid up to (date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if Institute serve upon us a written claim or demand on or before (date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at (Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

Instruction to Bank:

Bank should note that on expiry of Guarantee Period, the Original Guarantee will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.

Training Requirement

ANNEXURE VII

| | | |
|----|---------------------|--|
| 1. | Product Description | 08 Laboratory equipment for Physics department |
| 2. | Attendees | Faculty/Students / Staff |
| 3. | No. of Days | 2-3 Days |

<On Organization Letter Head>

(ANNEXURE-VIII)

(For Goods/ Services Contract)

No. _____

Dated: _____

CERTIFICATE

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that the organization is not from such a country.

OR (whichever is applicable)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that the organization is from _____ (*Name of Country*) and has been registered with the Competent Authority. I also certify that the organization fulfills all the requirements in this regard and is eligible to be considered.

(Copy/ evidence of valid registration by the Competent Authority is to be attached)

Signature of Bidder/ Agent

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____

DECLARATION OF LOCAL CONTENT

[For Local Content of Products, Services or Works]

(To be given on Company Letter Head – For tender value below Rs.10 Crores)

(To be given by Statutory Auditor/Cost Auditor/Cost Accountant/CA for tender value above Rs.10 Crores)

To,
The Director
GKCIET, Malda- 181221

Subject: Declaration of Local Content Tender reference No. _____
Name of Tender/Work: _____

1. Country of Origin of Goods being offered: _____
2. With reference to Order No. P- 45021/2/2017-PP(BE-II) dated 16-09-2020 of DPIIT, Ministry of Commerce and Industry, Govt. of India, we fall under the following category of supplier (please tick the correct category) for the items for which this tender has been floated and being bided.
 - Class I local supplier – has local content equal to more than 50%. Local contents added at _____ (name of location).
 - Class II local supplier – has local content more than 20% but less than 50%. Local contents added at _____ (name of location).
 - Non-local supplier – has local content less than or equal to 20%. Local contents added at _____ (name of location).
3. We are solely responsible for the abovementioned declaration in respect of category of supplier. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which we may can be debarred for up to 2 years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Signature & seal of the company

Name and address of the organization

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