



राष्ट्रीयप्रौद्योगिकी संस्थान, वारंगल

**NATIONAL INSTITUTE OF TECHNOLOGY, WARANGAL, TELANGANA-
506 004.**

(An Institute of National Importance, Ministry of Education, Govt. of India)

**SUPPLY, INSTALLATION, DEMONSTRATION, TRAINING AND COMMISSIONING
OF "CPU2000 V2" SPARE PART FOR MALVERN PANALYTICAL X' PERT POWDER
XRD-DY 3828 EQUIPMENT**

Tender Ref. No. : NITW/PSS-142/CPU2000 V2/2023-24/



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**NATIONAL INSTITUTE OF TECHNOLOGY, WARANGAL,
TELANGANA-506 004.**

NITW

(An Institute of National Importance, Ministry of Education, Govt. of India)

Email: dr_ps@nitw.ac.in

Ph. No.: 0870 246 2910 / 2917 / 2918

Tender No.: NITW/PSS-142/CPU 2000 V2/2023-24/

Date: 11-03-2024

NOTICE INVITING TENDER

Single Tender Enquiry

To

M/s. Spectris Technologies Pvt. Ltd.,
Unit No. 560, 560A, 561, 562, 5th floor, JMD, Megapolis,
Sector 48, Sohna Road,
Gurgaon – 122001, Haryana, India.

Email rajalakshmi.babu@panalytical.com , Mobile No. +91 (044) 43518676.

CPP Login ID: rajalakshmi.babu@panalytical.com

Bidding Through CPP Portal <https://eprocure.gov.in/eprocure/app>

Dear Sir/Madam,

The National Institute of Technology, Warangal intends to hire the Services specified below and invite online quotations in Single part tender in accordance with the terms and conditions detailed in the bid document.

S. No.	Name of the Item	Quantity	Validity of the bid	Delivery Period	Warranty period
1.	Supply, Installation, Demonstration, Training and Commissioning of "CPU 2000 V2" Spare Part for Malvern Panalytical X' Pert Powder XRD-DY 3828 Equipment with One year Warranty. (Detailed Technical specifications as per Section-3 enclosed)	01 No.	90 Days	90 days	One year onsite warranty
	Bid Security / EMD	Bid Security declaration as per Annexure-3			
	Performance Security	5% of the contract value valid till 60 days beyond the completion of warranty period			

Offline bids including hard copy in any form will not be accepted.

Notes:

1. Tender Documents with detailed terms & conditions can be downloaded from the Central Public Procurement Portal: <http://eprocure.gov.in/eprocure/app> or Institute website <https://www.nitw.ac.in/path/?dept=/Portals>
2. **The bidders are requested go through the complete Notice Inviting Tender and Tender document before submitting their bids.**
3. Bids/Quotations may be submitted directly by the OEM or their Authorized distributors/ Dealers/Resell Agents/Channel Partners with proof of authorization.
4. All the details/document pertaining to the tender such as tender document, pre-bid report (if any), corrigendum and any further updates will be available on NIT, Warangal website and Central Public Procurement Portal.
5. **The Detailed Tender Document with all terms & conditions and Annexures is enclosed.**

NIT Warangal shall not be responsible for non-receipt bid due to internet issues or any other reasons.
For any issues related to tender please contact Store Section. Tel. +0870-246 2910 Ext 2917, 2918 Email;
dr_ps@nitw.ac.in, ar_ps@nitw.ac.in, cssupdt@nitw.ac.in

For any clarification:

Attention:

Professor T. Mahesh Kumar, Department of MME,
National Institute of Technology, Warangal.

Email: talari@nitw.ac.in National Institute of Technology Warangal,
Kazipet, HANAMKONDA – 506004 (TS).

Email: gopi.ram@nitw.ac.in

Yours sincerely,

Deputy Registrar
For and on behalf of the Director, NITW
(The Purchaser)

SECTION-1
SCHEDULE OF TENDER

SI. No.	Event	Date and Time/ Remarks
01	Commencement of Downloading of Tender Document	Refer to critical dates on tender details page on http://eprocure.gov.in/eprocure/app
02	Bid Submission Start Date	Refer to critical dates on tender details page
03	Last date & Time of Submission of Bids Online (Technical and Financial Bid)	Refer to critical dates on tender details page
04	Date & Time of Opening of Technical Bids	Refer to critical dates on tender details page
05	Date of Completion of Examination of Technical Bid	To be declared on http://eprocure.gov.in/eprocure/app
06	Date & Time of Opening of Financial Bid	To be declared on http://eprocure.gov.in/eprocure/app
07	All the communications with respect to the tender shall be addressed to:	Deputy Registrar Purchase & Store Section Contact No.: 0870-246 2910 Email : dr_ps@nitw.ac.in
08	For taking assistance, if any	CPP Portal website: www.eprocure.gov.in CPP Portal Help Desk Toll Free No.: 18002337315, 180030702232

Note:

- If the tender is not opened on the above date, due to unforeseen circumstances, then the next working day will be considered as tender opening date.

SECTION-2
PRE QUALIFICATION CRITERIA

Sr. No	Details	Compliance Yes/No	Deviations/Remarks, if any
1	Bidder must be an Authorised Distributor / Dealer / Re-seller for the Product being offered and must be dealing in the bid item for the last 3 years. (Certificate of Incorporation/ Registration/ Authorization by OEM should be attached)		
2	Bidder Acceptance of Tender Document as per Annexure-1 attached.		
3	Bid Security declaration as per Annexure-3 attached.		
4	The Bidder/OEM must have supplied similar equipment to any of the Govt. Organizations/PSUs/ or CFTIs or any other Government Research/Educational Institutions. Copies of PO must be enclosed along with the bid (Duly filled Annexure-4 alongwith Purchase orders and satisfactory performance certificates should be attached)		
5	The average annual financial turnover of 'The bidder' during the last three years, ending on 31 st March of the previous financial year, should be at Rs. 4 lakhs as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.		
6	WORK EXPERIENCE: The Bidder/OEM should have work experience as per following parameters. Supportive documents like copy of P.O. and work completion certificate should be uploaded in this regard. (i) Three similar completed works costing not less than Rs. 3. Lakhs in last 5 (five) years for any Govt./Semi Govt./ autonomous organizations/reputed private organizations where they have completed the similar works. OR (ii) Two similar completed work costing not less than Rs. 5 Lakhs in last 5 (five) years for any Govt./Semi Govt./ autonomous organizations/reputed private organizations where they have completed the similar works. OR (iii) One similar completed work costing not less than Rs.6.6 Lakhs in last 5 (five) years for any Govt./Semi Govt./autonomous organizations /reputed private organizations where they have completed the similar works.		
8	Delivery Period: The material should be delivered within 30 days from the date of receiving the purchase order.		
9	Warranty: On site Comprehensive all-inclusive Warranty for One years from the date of supply & commissioning of the equipment.		
10	Installation, Demonstration and Commissioning: Installation, Demonstration & Commissioning to be done at the purchasers premises within the scheduled delivery period.		
11	Training: The Successful bidder shall provide Two days on-site (NIT Warangal) training for Two persons of the Institute.		
12	Whether firm is MSEs Unit: If YES, then please Specify the category of ownership: SC/ST or Women: (Please Submit the Documentary Evidence for UAM and ownership details.)		
13	Whether the goods offered are from a country which shares a land border with India		
14	If Yes, the details of Registration with Department of Promotion of Industry & Internal Trade (DPIIT), Government of India.		
15	Vendor should not have been black listed by any Govt. agency or institution		

Notes: Bids not complying with the above pre-qualification criteria and non-submitting of the required documents, lacking the clarity in specification are liable to be rejected.

SECTION-3

DETAILED SPECIFICATIONS / SCOPE OF THE SERVICES

SUPPLY, INSTALLATION, DEMONSTRATION AND COMMISSIONING OF "CPU2000 V2" SPARE PART FOR MALVERN PANALYTICAL X' PERT POWDER XRD-DY 3828 EQUIPMENT

Item: CPU2000 V2

Details:

Following equipment is currently available at NIT Warangal

- Name: Powder X-ray Diffractometer (Powder XRD)
- Make: Panalytical; Model: X'pert Powder XRD

Supply Specifications:

1. Supply of the 'CPU2000 V2' spare for the above XRD equipment at NIT Warangal.
2. Installation and demonstration of the successful running of the XRD equipment.

Special Terms & Conditions:

1. The Contractor shall provide the Readymade Data and Raw Data to the User whenever is required.

SECTION-4

PRICE BID

Sl. No.	Item Description	Qty	Rate (Rs.P.)	Total without GST (Rs.P.)	GST (Rs.P.)	Total with GST (Rs.P.)
1	Supply, Installation, Demonstration, Training and Commissioning of "CPU 2000 V2" Spare Part for Malvern Panalytical X' Pert Powder XRD-DY 3828 Equipment with One year Warranty.	01				
DO NOT QUOTE HERE						
Grand Total						
Detailed Technical Specifications of all the Items are given at Section-3						

LIST OF DOCUMENTS TO BE UPLOADED WITH TECHNICAL BID

S. No.	Documents
1	Copy of OEM Authorization certificate/Registration Certificate
2	Copy of Tender Acceptance Letter as per Annexure-1
3	Copy of Bid Security declaration as per Annexure-3
4	Copy of Past Experience as per Annexure-4 , and work orders
5	Duly filled Pre-Qualification criteria
6	Copy of Average Annual turnover for last 3 years as per Annexure 5 duly signed by a CA
7.	Technical Compliance Sheet



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**NATIONAL INSTITUTE OF TECHNOLOGY, WARANGAL, TELANGANA-
506 004.**

NITW

(An Institute of National Importance, Ministry of Education, Govt. of India)

INVITATION TO TENDER

Director, NATIONAL INSTITUTE OF TECHNOLOGY, WARANGAL, invites online tenders in **Single Part** through Central Public Procurement Portal (CPPP) for execution of contract in accordance with the purchaser's tender specifications. The invitation to tender, tendering conditions, general conditions of contract, special conditions of contract and additional conditions of contract, if any, which will govern the contract pursuant to the tender are attached.

Bidders interested to submit bid are requested to go through the contents of the NIT and ensure that the bid is submitted online on or before the due date and time indicated in NIT and as per technical specifications and terms and conditions indicated herein and upload digitally signed or ink signed undertaking of Form at **Annexure-1** appended herewith.

Offline bids including hard copy in any form will not be accepted.

Deputy Registrar
For and on behalf of the Director, NITW
(The Purchaser)

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CHAPTER-1
DEFINITIONS AND INTERPRETATION

In the invitation to tender, tendering condition, contract, general conditions of contract and special conditions of contract, unless the context otherwise require the following interpretation shall be valid.

1. “BID” shall mean the quotation in response to the NIT submitted with EMD (wherever is applicable), if applicable and within the period mentioned in the NIT.
2. “BIDDER” means an individual, a firm, a limited liability partnership, a company whether incorporated or not, an association of person or joint venture who has submitted a bid to execute the contract and shall be deemed to include his successors, heirs, executors, administrators and permitted assignees, as the case maybe.
3. “CONSIGNEE” shall mean the authorised representative or officer of the purchaser at the site to whom the stores are required to be delivered in the manner indicated in the contract.
4. “CONTRACTOR” means a successful bidder with whom a contract agreement has been entered to by the purchaser and shall be deemed to include his successors, heirs, executors, administrators and permitted assignees, as the case maybe.
5. “CONTRACT” or “PURCHASE ORDER” means and comprises of a letter or e-mail or ink signed or digitally signed document issued/sent by the purchaser conveying acceptance of bidder’s/contractor’s bid submitted in response to the invitation to tender, tendering conditions, general and special conditions of contract specified in the NIT within the validity of the bid and any subsequent amendments/alterations thereto made on the basis of mutual agreement.
6. “DELIVERY DATE” means date of completion of contract excluding warranty period and its obligations as stipulated in the contract.
7. “DIRECTOR, NITW, Warangal” means the Director, National Institute of Technology, Warangal or any other officer authorized in writing to execute the contract on behalf of the Institute.
8. “EARNEST MONEY DEPOSIT (EMD)” means the deposit made in the form and manner specified in the NIT by the participating bidder towards bid security.
9. “HINDRANCE” means an event resulting in stoppage or delay of work because of the purchaser as recorded by the contractor and authenticated by the purchaser.
10. “INSPECTOR” or “QUALITY SURVEYOR” means any engineer/officer nominated and deputed by the purchaser or their appointed consultants or quality surveillance agency or any other person authorized by the purchaser from time to time to act as his representative for the purpose of inspection of stores under the contract.
11. “Notice Inviting Tender (NIT)” means invitation to tender, tendering condition, general conditions of contract, special conditions of contract, additional conditions of contract, if any, and any other document mentioned thereto.
12. “PARTIES” mean the parties to the contract, i.e., the contractor and the purchaser named in the contract.
13. “PERFORMANCE BANK GUARANTEE (PBG)” means the deposit made in the form and manner specified in this document by the contractor towards satisfactory performance of the stores/plant supplied.
14. “PURCHASER” means Director, National Institute of Technology, Warangal or any other authorized officer and includes his successor or assignees.

15. "STORES" or "PLANT" means the materials, goods, machinery, plants, equipment or parts thereof specified in the contract which the contractor has agreed under the contract.
16. "SUB-CONTRACTOR" means any contractor engaged by the contractor with the prior approval of the purchaser in relation to the contract.

CHAPTER- 2
INSTRUCTIONS TO THE TENDERERS

The tender shall be submitted in accordance with these instructions and any tender not conforming to the instructions as under is liable to be rejected. These instructions shall form the part of the tender and the contract.

1. For Online Bid Submission as per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>). The bidders are required to submit copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates.
2. More information useful for submitting the online bids on the CPP Portal is available/obtained at [URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)
3. For Registration, Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link *"Click here to Enroll". Enrollment on the CPP Portal is free of charge.
4. Foreign Bidders have to refer "DSC details for foreign Bidders" for Digital Signature Certificate requirements which comes under Download Tab at <http://eprocure.gov.in/eprocure/app?page=Standard Bidding Documents &service=page> and the remaining part is same as above and below.
5. While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any tenderer stipulates any condition of his own, such conditional tender is liable to be rejected.
6. NITW, Warangal reserves the right to reject any tender/bid wholly or partly without assigning any reason.
7. The Tender committee constituted by the NITW, Warangal shall have the right to verify the particulars furnished by the bidder independently.
8. Tenderer shall take into account all costs including installation, commissioning, cartage etc. for giving delivery of material at site i.e. NITW, Warangal before quoting the rates. Properly mentioned in BOQ in this regard no claim for any extra payment for any reason shall be entertained.
9. The item should be delivered at NITW, Warangal, Telangana-506004, INDIA and the supplier shall be responsible for any damage during the transit of goods.
10. All the tender documents & price bid to be uploaded as per this tender are to be digitally signed by the bidder.
11. Interested bonafide and reputed manufacturers/India agents (on behalf of their foreign principals) may submit Online bids for each of the above equipment along with all requisite documents and scanned copy of Tender Fee / EMD (wherever applicable) submission reference.
12. The Bidder(s) may note that ONLINE BIDS will ONLY be accepted. All the requisite supporting documents mentioned in the bid document should and must be uploaded On-line

<http://eprocure.gov.in/eprocure/app>. The Bids sent through FAX, E-mail, by hand and/or by post shall not be accepted/ processed, in any case.

13. The bidders may submit duly filled and completed bidding document ONLINE as per instruction contained in the bidding documents. Incomplete bid shall be rejected. The conditions of tender shall be governed by the details contained in complete bid document.
14. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time. NITW, Warangal reserves the right to accept or reject any or all the tenders.
15. The detailed instruction for Online submissions of bid(s) through e-Procurement module of Central Public Procurement of NIC, the bidder(s) may visit the following link: - <http://eprocure.gov.in/eprocure/app?=&service=&page>

CHAPTER-3

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION:

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) 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.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/nCode/eMudhra etc.), with their profile.
- 5) 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 DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID/ password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS:

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. 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.
- 2) 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.
- 3) 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.

PREPARATION OF BIDS:

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. 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.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG / J P E G formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) 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” or “Other Important Documents” 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.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS:

- 1) Bidder should log into the site well in advance for bid submission so that they can 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.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee/EMD (wherever applicable) as applicable and enter details of the instrument.
- 4) Bidder should prepare the Tender Fees/EMD (wherever applicable) as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the *white colored (unprotected)* cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) 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.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), 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.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS:

- 1) 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.
- 2) 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.

GENERAL INSTRUCTIONS TO THE BIDDERS

- 1) The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app> In the Technical Bids, the bidders are required to upload all the documents in pdf format.
- 2) Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-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".
- 3) Tenderer are advised to follow the instructions provided in the "Instructions to the Tenderer" for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>

Online Bid Form

The bidder shall complete the online bid form and the appropriate price schedule furnished in the online bidding documents, indicating, inter alia for the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

Online Bid prices

The Bidder shall indicate on the Price Schedule the unit price and total bid prices of the goods it proposes to supply under the Contract. To this end, the Bidders are allowed the option to submit the online bids for any one or more schedule specified in the "Schedule of Requirement" and to offer discounts for combined schedules. However, Bidders shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such bids (for the schedule in question) will not be taken into account for evaluation and will not be considered for award.

Prices indicated in the online price schedule shall be entered separately in the following manner.

I. For goods offered from within India:

- a) The price of the goods should be quoted for destination basis, charges towards freight; installation etc. may be mentioned inclusive of GST as applicable after referring the attached GST Notification.
- b) Any sales or other taxes/duties should be clearly mentioned, which will be payable on the goods in India if the contract is awarded.
- c) Charges for inland transportation, insurance and other local costs incidental to delivery of goods to their final destination should be mentioned.
- d) Any element of cost, taxes, duties levies etc. not specifically indicated in the online bid, shall not be paid by the purchaser. If GST amount is not quoted in the BOQ (Financial Bid), the total cost will be treated as inclusive of GST. No further communication will be entertained later or else the EMD will be forfeited.

II. For goods offered from abroad

- a) The price of goods shall be quoted in Ex-Works/FCA/CIP and the same should be mentioned in terms & conditions of the firm.

- b) Charges for inland transportation, insurance and other local costs incidental to delivery of the goods from the port of entry in India to their final destination should be specified.
- c) The terms FOB, CIF, CIP etc. shall be governed by the rules and regulations prescribed in the current edition of INCOTERMS, published by the Chamber of Commerce, Paris.
- d) Prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account, unless otherwise specified in the Schedule of Requirements.

III. Bid currencies

- a) For domestic goods prices shall be quoted in Indian rupees only. Commission for Indian Agent, if payable, shall also be quoted in Indian Rupees only.
- b) For imported goods prices shall be quoted either in Indian rupees or may be quoted in foreign currency and the portion of the allied work and services, which are to be undertaken in India (like supply and installation), are to be quoted in Indian currency.

IV. Indian Agent

- a) If a foreign bidder has engaged an agent in India in connection with its online bid it will be required to give the following information in the online bid:
 - i. Name and address of the Indian agent with their permanent income tax number.
 - ii. Details of the services the agent will render
 - iii. Agency commission shall be indicated in the space provided for in the price schedule and will be paid to the bidder's agent in Indian rupees

CHAPTER-4
GENERAL TERMS & CONDITIONS OF CONTRACT

1. BIDDER:

Tenders are invited only from Original Equipment Manufacturers OR their Authorized Distributors/ Dealers/Firms etc., for supply and installation of the stores mentioned in this Notice Inviting Tender.

Vendors are requested to attach proof to show that they are the Authorized Dealers of the brand that they are quoting for the manufacturers of the product.

2. TENDER TYPE:

Single-part Bid through Online Mode. The Bid will be considered for applicants whose Tender Fee and Technically Eligibility Criteria mentioned at **Notice Inviting Tender** are found in order.

3. BID VALIDITY:

The bids shall be valid for a period of as mentioned in the Notice Inviting Tender from the date of opening of the Bids.

4. OPENING OF TENDERS:

The decryption of the bid would be done as specified schedule mentioned in the tender document on the Central Public Procurement Portal, unless otherwise postponed. In the event of the specified date of Bid Opening being declared a holiday for the NITW, Warangal the Bids shall be opened at the appointed time and location on the next working day.

All the bidders who have submitted bids within the due date and time specified for its submission can view the list of bidders who have participated in the tender online after opening of the tender.

5. EVALUATION OF BIDS:

5.1.Preliminary Examination: The technical evaluation committee shall examine the bids to confirm that all documents and technical documentation requested in **Notice Inviting Tender** have been provided, and to determine the completeness of each document submitted. The tender, who do not meet the basic requirements, are to be treated as unresponsive and ignored.

5.2.After opening of the bid, if it becomes necessary for the technical authorities'/user department of the purchaser to seek clarifications from the bidder, the same will be sought for from the bidder by the technical authorities'/user department. In such an event, the bidder shall furnish all technical information/clarification to the concerned technical authority/user department directly to reach them on or before the due date and time fixed by the technical authorities with a copy to the purchaser. If the technical clarifications/details sought for by the technical authorities from the bidder do not reach them on or before the due date and time fixed for its receipt, such bid will be liable for rejection at the discretion of the purchaser without any further notice. The bidder shall not, however, furnish a new bid at this stage. A new bid at this stage will be rejected by the purchaser.

6. CAPACITY AND FINANCIAL CAPABILITY:

In case it is found that the bidder does not possess the requisite infrastructure, capacity, capability and their financial capability satisfactory or not meeting the qualification criteria indicated in the NIT or not complied with warranty obligations; such bids are liable to be rejected by the purchaser

during evaluation of bid.

7. PAST PERFORMANCE:

In case the past performance of the bidder is not found to be satisfactory with regard to quality, delivery date, warranty obligation and compliance of terms and conditions of the contract, their bid is liable to be rejected by the purchaser during evaluation of bid.

8. TEST CERTIFICATE:

Wherever the tests and test certificates are required by the purchaser, test shall be conducted and test certificate shall be furnished by the contractor at his cost as per the requirement of technical specification.

9. OPERATION/INSTRUCTION MANUAL:

In respect of stores where instruction/operation manual is essential to enable the purchaser to put the stores into proper use, the contractor shall furnish such instruction/operation manual in English language along with the stores free of cost.

10. LEAFLET/CATALOGUE:

Bidder shall upload all necessary item wise catalogues/drawings technical literature data sheet as are considered essential for full and correct evaluation of their technical bid. The bids are liable to be ignored if this condition is not complied with.

11. ACCEPTANCE OF BID

The purchaser shall be under no obligation to accept the lowest or any other bid and shall be entitled to accept or reject any bid in part or full without assigning any reasons whatsoever at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

The purchaser also reserves the right to reject the bid, which is not in conformity with the conditions contained in this document or the instructions to bidders attached in NIT, if any including non-acceptance of submission of securities as called for in the NIT.

12. QUALIFYING REQUIREMENTS:

The bidder is required to upload all supporting documents/information on the e- tender portal necessary for establishing their qualification as mentioned in the NIT.

13. PURCHASE/PRICE PREFERENCE:

Purchase/price preference to industries will be given as per the policy of the Government of India in force at the time of opening of bids provided their bid is in compliance with the conditions of the policy.

14. AWARD CRITERIA.

The Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

15. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:

The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity

of goods and services originally specified in the tender without any change in unit price or other terms and conditions.

16. OPTION CLAUSE:

The Purchaser reserves the right to increase or decrease the quantity of the required goods up to 25% (Twenty-Five) per cent at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice.

17. SPLITTING OF TENDER QUANTITY BETWEEN BIDDERS:

The Purchaser reserve the right to split the quantity (in the ratio as approved by the competent authority) and award on two or more vendors as per the requirement subject to matching the price with lowest bidder.

18. NOTIFICATION OF AWARD:

Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or e-mail that the bid has been accepted and a separate purchase order shall follow through post.

19. ORDER ACCEPTANCE:

The successful bidder should submit Order acceptance within 14 days from the date of issue of order/signing of contract, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited.

20. SIGNING OF CONTRACT:

Promptly after notification, the Purchaser shall send the successful Bidder the Agreement/Purchase Order. Within twenty-one (21) days of date of the Purchase Order, the successful Bidder shall sign, date, and return it to the Purchaser.

21. STATUTORY LEVIES SUCH AS:

The following certificates shall be submitted by the contractor to the paying authority along with the bills itself: -

Certified that Taxes and Duties charged has not been exempted under the respective Acts and rules made there-under and the amount claimed on account of inclusive all subsumed taxes and duties and is not more than what is payable under the provisions of relevant Act or the rules made there-under.

Certified further in respect of amount of Taxes and Duties claimed in the bill, no claim is pending for refund/or admissible for adjustment of Taxes and Duties. Certified that in the event of refund in whole or in part of the element of taxes and duties from Government in future, we shall refund the amount of refund obtained by us to the purchaser.

Certified that we the contractor shall be solely responsible for payment of Taxes and Duties made in the Invoice to the concerned authorities and shall indemnify the purchaser from any claim or its liability from concerned authorities at any stage.

Certified that no refund has been obtained in respect of the reimbursement of Taxes and Duties made to contractor in respect of earlier reimbursements made by the purchaser.

In case of failure on our part to refund the reimbursement received from Tax Authorities, we the contractor hereby permit, the purchaser to deduct a sum equivalent to the amount refunded by the authorities without any further reference to the contractor, from any of their outstanding bills against this or any other pending Government Contracts and that no dispute on this

account would be raised by the contractor.

Further certified that the, we abide-by the all provisions of Acts of the Government and rules made thereunder especially regarding anti-profiteering provisions. Certified further that we (our Branch or agent)_____

_____ (address) are registered in the State of _____
_____ under Registration Numbers No. _____.

(Stamp and Signature of the Contractor)

22. FLUCTUATION IN THE STATUTORY LEVIES

Unless otherwise specifically agreed to in terms of the contract, the purchaser shall not be liable for any claim on account of fresh imposition and /or increase in statutory levies on raw materials and/or components used directly in the manufacture of the contracted stores, taking place during the pendency of the contract. However, any reduction in statutory levies on these raw materials and/or components must be passed on to purchaser.

23. DELIVERY FOR CONTRACT IN INDIAN CURRENCY

Bidder should note that the bid is liable for rejection by the purchaser unless the bidder offers to complete the contract within the delivery date specified by the purchaser. The prices quoted by the bidder should include all charges involved for direct and safe delivery of the stores to the place of delivery indicated by the purchaser. Purchaser will neither undertake responsibility for transit insurance nor pay for it separately. No other delivery term than stated in the NIT will be accepted by the purchaser.

The stores shall neither be despatched under 'purchaser's risk' nor consigned to 'self', but only to the consignee indicated in the contract. Non-adherence to this condition shall make the contractor liable to bear all consequential penalties/expenses such as demurrage, wharfage, etc. which the purchaser may incur.

The consignee will, as soon as possible, but not later than thirty days from the date of arrival of stores at destination notify the contractor of any loss or damage to the stores that may have occurred during transit to enable the contractor to repair/rectify the defects/damages or replace the stores as is appropriate, free of all charges. In case it is desired by the contractor for returning of the stores to them, all expenses towards transportation, etc. will be borne by the contractor and the contractor will also furnish bank guarantee as per format in Annexure for the payment already made by the purchaser to the contractor on this account, if any.

24. DOCUMENTS TO BE UPLOADED BY INDIAN BIDDER

Indian bidders are required to upload a copy of the PAN card/letter and copy of the factory registration/licence or shop establishment certificate/GSTIN etc. as applicable with the bid.

25. PROHIBITION AGAINST USE OF THE NAME OF NITW WITHOUT PERMISSION FOR PUBLICITY PURPOSES

The bidder or contractor or its sub-contractor, consultant, adviser or its employees or any one claiming on behalf of them shall not use the name of National Institute of Technology, Warangal for any publicity purpose through any public media like Press, Radio, T.V. or Internet without the prior written approval of the purchaser.

26. CONFIDENTIALITY

Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of the contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

The drawings, specifications, prototypes, samples or any other correspondence/details/information provided by the purchaser relating to the tender or the contract shall be kept confidential by the bidder or contractor as the case may be, and should not be disclosed or passed on to any other person/firm without prior written consent of the purchaser. This clause shall also apply to anyone claiming through bidder or contractor, i.e., the sub-contractors, consultants, advisers of the contractor and its employees, etc.

27. CANVASSING

Canvassing in any form with regard to this tender will lead to rejection of the bid

28. COUNTRY OF ORIGIN

Wherever the tenders are for imported stores, the country of origin of the stores must be clearly specified in the bid.

29. EXPORT LICENCE/EXPORT PERMISSION

29.1. It is entirely the responsibility of the bidder or contractor to obtain export permission/licence/authorisation for stores of foreign origin as required from the respective Government before arranging shipment.

29.2. The contractor shall reimburse all cost to the purchaser towards establishment of letter of credit or similar payment instruments in case of failure to obtain export licence/export permission, if applicable or failure to execute the contract.

29.3. The contractor shall indemnify the purchaser against any consequences in respect of any end-use declaration they/their overseas principals may furnish to the government/government agencies of the country of origin of the Stores, while seeking export permission/licence. It is, therefore, necessary that the contractor offering stores from foreign countries shall have thorough knowledge of export contract regulations prevalent in those countries.

29.4. Post supply inspection by the contractor or his representative or any third party at purchaser's site, contrary to the terms and conditions of purchaser's contract shall not be permitted.

30. END USE CERTIFICATE:

Whenever an End Use Certificate is desired by the bidder, the same shall be clearly mentioned in the bid and the purchaser shall provide an End Use Certificate as per the format given below. The purchaser will not provide any other document/declaration in this regard.

END USE STATEMENT

“We hereby certify that the item/s i.e being procured from M/s..... against our Purchase Order No. dated will be used for.....

We also certify that the item/s will not be used in designing, developing, fabricating or testing of any chemical, biological, nuclear, or weapons of mass destruction or activities related to it.

It is further certified that we will not re-export the Item/s prior to obtaining permission from the concerned authorities as may be required".

Director,
National Institute of Technology,
Warangal

31. TERMS AND CONDITIONS OF THE CONTRACT

It must be clearly understood that any contract concluded pursuant to this NIT shall be governed by the General, Special and Additional Conditions of the Contract as contained in the NIT. Bidder must, therefore, take special care to go through the NIT. It should also be realized that the General Conditions of Contract, Special Conditions of Contract and Additional Conditions of Contract, if any, contained in NIT is binding and the bidder is willing to execute the contract as per the purchaser's terms and conditions of contract.

32. SAMPLES:

Samples of the offered stores, if called for, shall be submitted by the bidder free of all charges indicating purchaser's tender number so as to reach the authorized person on or before the last date of submission of bid and without any obligation of the purchaser as regards acceptance/approval, safe custody or safe- return thereof. Each sample submitted must be clearly labeled with the bidder's name and address and tender number. In the event of non-acceptance of the bid, the bidder shall collect the samples at his own expenses within fifteen days from the date of intimation. In case bidder fails to collect such samples within the designated time, the same will be disposed-off by the purchaser and no claim will be entertained from the bidder for the same. Bids without samples liable to be rejected, where these were asked for submission in the NIT.

If the bidder submits the sample with his bid; the same shall not be considered to be part of the stores unless it has been specifically stated in the NIT.

In case supplies of tendered goods are required as per sample available with the purchaser, the purchaser will provide the sample on submission of a deposit as indicated in the NIT, as a standard for bidding and supply, on request. The contractor may send their representative at an address indicated in the NIT for collection of the sample. The purchaser will not be responsible for any delay in receipt/collection of sample by the bidder. It will be the responsibility of the bidder to return the sample without any damage/deterioration as indicated in the NIT. In the event of non-return of the sample in the desired condition within fifteen days from the date of intimation, the purchaser reserves the right to forfeit the deposit of the bidder.

33. CONFLICT OF INTEREST AMONG BIDDERS/AGENT:

Bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

33.1. They have controlling partner (s) in common; or

they receive or have received any direct or indirect subsidy/financial stake from any of them; or

they have the same legal representative/agent for purposes of this bid; or

they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid or another bidder; or

bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/subassembly/assemblies from one bidding manufacturer in more than one bid.

33.2. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:

33.3. The principal manufacturer directly or through one Indian agent on his behalf; and Indian/foreign agent on behalf of only one principal.

33.4. Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

33.5. In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/ management units in same/similar line of business.

34. SHIPPING, PACKAGING AND LABELING:

All Material purchased hereunder must be packed and packaged to ensure its safe delivery in accordance with good commercial practices and where incorporated, the National Institute of Technology, Warangal packaging specification. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, 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, including the final destination. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in the contract and in any subsequent instructions ordered by the Purchaser. It is the sole responsibility of the vendor to provide/replace the item/goods, if it is lost or broken during the shipping or transportation due to whatever may be the reason. The date of delivery should be strictly adhered to failing which the purchase order is liable to be cancelled. Penalty may be imposed as per P.O. terms & conditions. Goods should be securely, safely and adequately packed & dispatched and delivered at the risk of supplier. In case of damage consignment, the same should be replaced without any cost to the Buyer and the supplier can collect the damaged consignment after satisfactory replacement.

35. INSURANCE:

Wherever necessary, the goods supplied under the contract, shall be fully insured in a freely convertible currency against loss or damage incident to manufacture or acquisition, transportation, storage and delivery in the manner specified in the contract by the contractor. If considered necessary, insurance may cover "all risks" including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure to be incurred by the Procuring Entity for receiving the goods at the destination. Where delivery of imported goods is required by the purchaser on CIF/CIP basis, the supplier shall arrange and pay for marine/air insurance, making the purchaser beneficiary. Where delivery is on FOB/FAS basis, marine/air insurance shall be the responsibility of the purchaser

36. INSPECTION:

The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser. Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser. The Purchaser's right to inspect (test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

37. RIGHT OF ACCEPTANCE:

This Institute does not pledge itself and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the firm shall supply the same at the rate quoted. The firm shall be at liberty to tender for the whole or any portion or to state in the tender that the rate quoted shall apply only if the entire quantity is taken from the firm.

38. PATENT RIGHTS:

The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

39. SUBLETTING OF WORK:

The firm shall not assign or sublet the work/job or any other person or party. The tender is not transferable. Only one tender shall be submitted by one tenderer. The contractor in the event of his bid being accepted by the purchaser shall not assign/sublet or delegate the contract or any part thereof without the prior written consent of the purchaser. The contractor may without the purchaser's consent purchase such parts, accessories, raw materials etc. from any of the leading and reputed manufacturers in case he does not normally manufacture such items provided these items comply with the technical specifications. However, the contractor shall be solely responsible for the satisfactory execution of the contract irrespective of the fact whether a part or a portion of the contract has been assigned or sublet by him to a sub-contractor even when such sub-contracting has been done with the prior written consent of the purchaser.

40. GENERAL WARRANTY:

The stores supplied by the contractor under the contract shall be of best quality and workmanship. The contractor shall execute the contract in accordance with the technical specifications unless any deviation has been expressly specified in the contract and any amendments agreed thereto in writing.

The contractor's bid to execute the contract in accordance with the technical specifications shall be deemed to be an admission on his part that he has fully acquainted himself with the details thereof and no claim shall lie against the purchaser on the ground that the contractor did not examine or acquaint himself fully with the technical specifications of the contract.

with the bill(s). Any deviation in the material and the specifications from the accepted terms may liable to be rejected and the bidders need to supply all the goods in the specified form to the satisfaction / specifications specified in the order / contract and demonstrate at their own cost. The payments shall be made only after receiving the material in the required specifications and quality to the satisfaction of the Institute authorities.

41. INTEGRITY PACT (IP):

Integrity Pact binds both buyers and sellers to ethical conduct and transparency in all activities from pre-selection of bidders, bidding and contracting, implementation, completion and operation related to the contract.

The Integrity pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:

- a. Promise on the part of the Purchaser to treat all bidders with equity and reason and not to seek or accept any benefit, which is not legally available;
- b. Promise on the part of bidders not to offer any benefit to the employees of the Purchaser not available legally and also not to commit any offence under Prevention of Corruption Act, 1988 or Indian Penal Code 1 860;
- c. Promise on the part of bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts; etc.
- d. Undertaking (as part of Fall Clause) by the bidders that they have not and will not sell the same material/equipment at prices lower than the bid price;
- e. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates;
- f. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary;
- g. Bidders to disclose any past transgressions committed over the specified period with any other company in India or Abroad that may impinge on the anti-corruption principle;
- h. Integrity Pact lays down the punitive actions for any violation.

Integrity Pact has to be signed and submitted by the Tenderer along with the filled up Tenders, failing which the Tender is liable to be rejected.

The Integrity Pact would be effective from the date of invitation of bids till complete execution of the contract.

42. No correspondence/discussion/visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tenders for technical discussions/ price negotiations. Any violation of this will render the quotations invalid and the firm is liable to be

blacklisted.

43. National Institute of Technology, Warangal reserves the right to call for techno-commercial/price negotiations. The company should depute competent representative for such discussion / negotiations whenever called for and he shall be competent to take on the spot decisions.

44. FORCE MAJEURE:

Neither the contractor nor the institute shall be liable to the other, for any delay in or failure of their respective obligations under this control caused by occurrences beyond the control of either party because of fire, floods, acts of God, acts of public enemy, wars, riots, strikes, lockouts, sabotage any law statute or ordinance order actions or regulations of the Government or any compliance there is similar to the above. Either party shall promptly notify the other of his commencement and cessation of such contingency and prove that such is beyond the controls and effects the implementation of this contract adversely.

45. National Institute of Technology, Warangal reserves the right to modify/alter/Insertion or deletion on any part of the tender document to ensure fulfillment of its material & service requirement at any stage.

46. BREACH OF TERMS AND CONDITIONS:

NITW, Warangal reserves the right to accept or reject or cancel any or all enquiries or quotations at any stage without assigning any reason thereof. In case of cancellation of order due to Non-compliance of the Terms and Conditions and Breach of the Contract, no compensation will be paid towards progress of order/procurement.

47. RECOVERY OF SUMS DUE:

Whenever any claim for payment arises out of or under this contract against the contractor, the purchaser shall be entitled to recover the sum by appropriating, in part or whole, the security deposited by the contractor or any payment which at any time may become due to the contractor under this or any other contract with the purchaser. If this sum is not sufficient to cover the full amount recoverable, the contractor shall pay to the Purchaser on demand the remaining balance due. Similarly, if the purchaser has or makes any claim, whether liquidated or not, against the contractor under any other contract with the purchaser the amount payable to the contractor under the contract including the security deposit shall be withheld till such claims of the purchaser are finally adjudicated upon and paid by the contractor.

48. LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS:

It is agreed that any sum of money due and payable to the contractor under any contract may be withheld or retained by way of lien by the purchaser or any other person or persons contracting through the purchaser against any claim of the purchaser or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the purchaser or with other such person or persons.

It is further agreed term of the contract that the sum of money so withheld or retained under this Clause by the purchaser will be kept withheld or retained as such by the purchaser until the claim arising out of in the same contract or any other contract is either mutually settled or determined by the arbitrator, and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this Clause and duly notified as such to the contractor.

49. STATUTORY DEDUCTIONS:

The purchaser has the right to make statutory deductions from the payments made to the contractor

as applicable on the date of making such payment as per the provisions of relevant Act or Rules made there under. Appropriate certificate to that effect will be provided by the purchaser's paying authority.

50. GOVERNING LAW:

The order placed will be contract between the supplier and the buyer and shall be governed by the LAWS of India and under the contract shall be taken by the parties only in Warangal, India to competent jurisdiction.

51. ARBITRATION:

51.1. **Reference of Disputes to Conciliation /Arbitration:** All disputes or differences arising out of the contract, except disputes or differences for which separate provisions for their resolution have been made in the contract ('excepted matters'), shall be settled by Conciliation or Arbitration in accordance with the Arbitration and Conciliation act, 1996, and the provisions made hereinafter in this article. Such dispute shall first be referred to Conciliation but a Conciliator selected mutually by the parties, who shall also decide the fees / remuneration and the rules of procedure, which shall be flexible.

51.2. **Appointment of Arbitrator:** In the event of failure of conciliation, dispute will be referred to an arbitral tribunal comprising a sole arbitrator to be appointed by the Director, NITW Warangal. Upon receipt of notice for arbitration, The Director NITW shall support three names to the Contractor to select one of them to act as sole Arbitrator.

In the event the party fails to intimate one of those persons within fifteen days from the date of intimation of the three names then Director, NITW will be at liberty to appoint any one out of the said three persons as the sole arbitrator.

The Arbitrator(s) shall hear the cases independently and impartially and shall not represent the interest of any party. The Arbitrator shall, from the time of his appointment and throughout the arbitral proceedings and without delay, disclose to the parties in writing any circumstances likely to give rise to justifiable doubts as to his independence or impartiality. However, merely because he is or has been an employed by one of the parties, it shall not be a disqualification for a person to be an arbitrator.

51.3. The arbitral tribunal shall be free to determine its own rules of procedure, which it shall state at the beginning of the arbitral proceedings, and shall follow such procedure thereafter.

Arbitrators(s) may, in consultation with the parties, also determine the manner of taking evidence, the summoning of expert evidence, and all such matters for the expeditious disposal of the arbitration proceedings. The arbitrator shall be entitled to fees as may be agreed by the parties and also the expenses as per actual. The seat of the tribunal shall be at Warangal, but if necessary, the tribunal can hold the proceedings at other places, for convenience in recording evidence.

52. **JURISDICTION:** the competent court at Warangal shall have the exclusive jurisdiction upon any matter arising out of this contract.

53. In view of the Latest Guidelines issued by Government of India offers/Bids submitted in INR shall only be considered for this tender irrespective of anything indicated contrary to at any place in the Tender documents. Hence Terms & Conditions relevant to FE shall not be applicable for this tender.
54. Make and model no. of item must be mentioned along with detailed specification, else tender will not be accepted.
55. The Sole responsibility to comply to all terms & conditions, specifications and instructions in all respect lies with the bidder and NITW shall not be held responsible in any respect in this regard.
56. Wherever there is a conflict, the Additional terms and conditions (if any) will always prevail over General Terms & conditions and Special terms & conditions.

BENEFITS TO MICRO AND SMALL ENTERPRISES (MSEs):

With reference to the Order of the Ministry of MSME, under the Public Procurement Policy March 2012, Micro and Small Enterprises shall be entitled for benefits, subject to terms and conditions, as under.

a) Qualifying Criteria for MSEs, SC/ST vendors:

- i. MSE bidders must submit registration certificates from any of the following (or any other body specified by the Ministry of MSME):
 - National Small Industries Corporation (NSIC)
 - District Industries Centres (DIC)
 - Coir Board
 - Khadi and Village Industries Commission (KVIC)
 - Khadi and Village Industries Board (KVIB)
 - Directorate of Handicrafts and Handloom
 - AdharUdyog Memorandum
- ii. SC/ST owned enterprises (i.e. SC/ST proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies) shall additionally submit relevant SC/ST certificates issued by any of the following:
 - District/Additional District Magistrate /Collector/Deputy Commissioner/ Additional Deputy Commissioner/Deputy Collector/1 Class Stipendiary Magistrate/Sub-divisional Magistrate / Taluka Magistrate / Executive Magistrate/ Extra Assistant Commissioner
 - Chief Presidency magistrate /Additional Chief Presidency magistrate /Presidency magistrate
 - Revenue Officer not below the rank of Tehsildar
 - Sub-divisional Officer of the area where the individual and/or his family normally resides
- iii. The registration shall be valid as on date of placement of order. A self- attested photocopy of the relevant certificate shall be submitted as a support document.
- iv. The registration must be for the items/category of items /services relevant to the tendered items/category of items/services.

b) Purchase Preference for MSE:

In tenders, where the L-1 (evaluated price) bidder is a non-MSE, up to 25% of the tendered quantity shall be allowed to be supplied by participating MSEs provided that the tendered quantity is divisible into two or more orders and adequate for the purpose; all qualifying bidders have agreed for acceptance of part-order quantity and participating MSE matches the L1 rate.

A share of 4% out of this 25% shall be allowed to be supplied by participating MSEs owned by Scheduled Cast/Scheduled Tribe entrepreneurs. In the case of an SC/ST owned MSE failing to participate in the tender or not meeting the tender requirements, this 4% sub-target shall be met by other participating MSEs.

A share of 3% out of this 25% shall be allowed to be supplied by participating MSEs owned by Women Entrepreneur (proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Company).

The above shall be subject to that the participating MSE (including SC/ST & Women Entrepreneur) bidders shall have quoted a price within +15% of the L1 bid price and further

that they shall agree to match their quoted price with the L I price.

In case that two or more MSEs are within the L1 +15% band, all such MSEs will be offered the opportunity to match the LI rate and 25% of the order will be shared equally by them.

Where the MSE is SC/ST owned or Women Entrepreneurs, they shall be exclusively awarded a share of 4% & 3% of the above 25% in addition to equally sharing the balance 18% with other non- SC/ST or Women Entrepreneur MSEs.

In case of more than one SC/ST or Women Entrepreneur MSE matching the L-1 price, they shall equally share 4% & 3% of the order, and additionally share the balance 18% with other non-SC/ST & Women Entrepreneur MSE bidders.

c) Exemption from Earnest Money Deposit(EMD) & Tender cost for MSE:

- i. Tenders shall be provided free of cost and tender documents are downloadable from the websites of NITW, Warangal (<http://www.NITW.ac.in>) and the Central Public Procurement (CPP) Portal (<https://eprocure.gov.in/eprocure/app>)
- ii. MSE units qualifying as at (a) above shall be exempt from paying EMD.
- iii. No exemption shall be allowed for the submission of Security Deposit/ Performance Bank Guarantee, if applicable in the particular tender.

Public Procurement (Preference to Make in India)

Purchase preference shall be given to all local Suppliers in all procurements undertaken by the purchaser in the manner prescribed by the Department for Promotion of Industry and Internal Trade, Govt. of India, vide OM No. P45021/2/2017-PP (BE-1 I) dated 04 June 2020 and subsequent amendments.

Purchase preference shall be given to Class I local suppliers in all procurements undertaken by the purchaser in the following manner:

- a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a Class-I local supplier, the contract for full quantity will be awarded to L1.
- b) If L1 bid is not a 'Class-I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c) In the procurements of goods which are not divisible in nature the Class-I local supplier shall get purchase preference over Class-II local supplier as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a Class-I local supplier, the contract will be awarded to L1.
 - ii. If L1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local suppliers' within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder 'Class-II local supplier'.
 - iv. 'Class-II local supplier' will not get purchase preference in any procurement undertaken by the procuring entity

Margin of Purchase Preference: 20%

CHAPTER-5
SPECIAL TERMS & CONDITIONS OF CONTRACT

1. PAYMENT TERMS:

Payment will be released through PFMS as given below. The payment will be released after statutory deductions within 30 days from the final acceptance of the items. For the payment, the firm has to submit Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value; challans(s), Manufacturer's guarantee certificate, bank details/cancelled cheque, installation report, performance bank guarantee (if required) etc. to the Consignee.

1.1. In case of indigenous, where the scope is only supply, the payment terms may be

- (i) No Advance Payment will be released.
- (ii) Full payment will be released after final acceptance of the material by the user.

1.2. In case of indigenous, where the scope is Supply, installation/testing/commissioning/training of the item(s), the payment terms may be

- (i) No Advance payment will be released.
- (ii) 80% of the unit cost will be paid against delivery of the goods received in good conditions at Purchase & Stores Section, NITW, Warangal.
- (iii) 10% of the balance of each unit cost will be paid after satisfactory installation/testing/commissioning/training of the stores delivered subjected to submission of report from the user.
- (iv) 10% of the balance payment will be paid after submission of PBG.

1.3. In case of import, the payment term may be

- (i) 100% through Letter of Credit (LC)/Wire Transfer — 80% against dispatch documents
- (ii) 20% balance after successful delivery & installation.

2. PRICE:

The prices quoted must be FIRM during the currency of the contract.

3. BID VALIDITY:

The bids shall be valid for a period of **as per NIT** from the date of opening of the tender.

4. SHOP/FACILITY EVALUATION, QUALITY SURVEILLANCE / INSPECTION AND SUBMISSION OF PROGRESS REPORT:

The purchaser or his technical authorities may at his option and prior to evaluation of the bid depute his inspector or any quality surveillance agency to the factory/workshop/premises of the bidder or contractor to assess and establish the manufacturing capability etc. of the bidder. Similarly, the purchaser may also depute his inspector/quality surveillance agency for inspection of the stores during the various stages of manufacturing. In such an event the contractor shall allow reasonable facility and free access to his factory/work/records to the

inspector for the purpose of inspection or for ascertaining the progress of contract.

5. INSTALLATION/ERECTION AND COMMISSIONING:

When the scope of the contract includes installation and commissioning, it shall be the sole responsibility of the contractor to undertake the installation and commissioning as and when called for, by the purchaser.

6. PERFORMANCE SECURITY:

Within Twenty Days (21) days from date of the issue of Purchase order, the firm has to submit a performance security of 10% of the total order value to be submitted from an Indian Scheduled Bank before release of final payment and after successful installation and commissioning of the furniture in the form bank guarantee valid upto sixty (60) days beyond the warranty period. No interest will be payable by the Purchaser on the Performance Security deposited. In case supplier fails to provide satisfactory after sale service within the warranty period, the Performance Security submitted by the firm is liable to be forfeited.

7. DELIVERY SCHEDULE:

Delivery desired is within days/months **as per NIT** from the date of releasing the supply order. Specify your delivery period. Items should be delivered only on Working Days (Monday to Friday) during office Hours only i.e. between 10.00am to 04.00pm.

8. LIQUIDATED DAMAGES:

As Time is the essence of an order, the date of delivery should be strictly adhered to, otherwise the delivery in full or in part may not be accepted and penalty for late delivery will be imposed @ 0.1% per day subject to a maximum of 10% of the total value of supply order & beyond 10% subject to approval of Director, National Institute of Technology, Warangal. In case of delay in installation and Commissioning, Inspection, Certification etc. also the same rate of penalty shall be leviable.

9. DELIVERY:

Free delivery and Installation at various places in the campus of National Institute of Technology, Warangal in case of indigenous orders. In case of imported offers standard Incoterms shall be applicable. The bidders must quote both in EXWORK/FOB/FCA and CIP/CIF value for deciding the mode of shipment in case of Import.

10. PLACE OF DELIVERY:

At various places in the campus of National Institute of Technology, Warangal – 395 007 and should be delivered within schedule.

11. WARRANTY:

The contractor warrants that stores to be supplied under the contract shall be free from all defects and faults in materials, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for stores of the types under the contract in full conformity with the specifications, drawings or samples, if any and shall if operable, operate properly. This warranty shall expire (except in respect of complaints notified to the contractor prior to such date) **as per NIT** after the date of final acceptance of the last lot of stores under the contract at the ultimate destination stipulated in the contract.

In case any defect or deficiency in the stores supplied by the contractor under the contract

appear to be discovered within **as per NIT** from the date of final acceptance of the stores in India, the contractor upon notification of such defects or deficiency by purchaser, shall forthwith take measure to rectify every such defect, deficiency or failure without any cost to the purchaser.

In case the contractor opts for return of stores for rectification/repair at their works, contractor shall furnish bank guarantee for the cost of stores as per **Annexure-6** (as applicable) valid till acceptance of rectified/repared Stores. Further the warranty period will get extended for the period the Stores were not available to the purchaser for his use. If the contractor, after such notification, makes default or delay in rectifying all such defects, deficiencies or failure to the satisfaction of the purchaser, the purchaser may take recourse to the remedies provided for in Notice Inviting Tender.

12. It is mandatory for the bidders to quote for all the items. Failing which their bid will not be accepted. The finalization of the lowest bidder will be decided based on total price of all the items.

13. AFTER SALES SERVICE: OEM/Authorized Dealer/Distributors/Firm should have their authorized agent in Warangal for providing after sales service.

14. RESPONSIBILITY FOR COMPLETENESS:

All fittings or accessories which may not be specifically mentioned in the tender specifications of the contract but which are necessary are to be provided by the contractor without any extra charge and the stores comprising plant/machinery/equipment/instruments must be completed in all respect within the delivery date.

15. FINAL TEST:

The final tests to ascertain the performance and guarantee shall commence within one month of completion of installation. The contractor will inform the purchaser well in advance the services/facilities required to start the final test, as mentioned in the contract.

ANNEXURE-1

Tender Acceptance Letter

(To be given on Company Letter Head)

To,
The Director,
(for Purchase & Stores Section)
National Institute of Technology,
Warangal, Telangana-506004.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No.: _____

Name of Tender / Work: - _____

Dear Sir/Madam,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned "Tender / Work" from the website(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / We have read the entire terms and conditions of the tender documents from page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.
5. I / We do hereby declare that our Firm has not been blacklisted / debarred by any Govt. Department/ Public Sector Undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department / organization shall without giving notice or reason thereof or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including forfeiture of the full said EMD absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE-2

Bidder's Information

(On Company Firm's Letterhead)

BIDDER's DETAILS	
1	Registered Name of the Bidder
2	Year of Establishment
3	Registered Address of Bidder
4	Status of the Company (Public Ltd./Pvt. Ltd.)
5	Valid GST Registration No. with GST Registration State Name
6	Details of the Incorporation of the Company
7	Permanent Account No.(PAN)
8	Name and Designation of the Contact Person
9	Contact No. Email Address of the Contact Person
10	Bank Details of the Agency Bank Name: Name of the Branch: Branch Code: Bank Address Bank Type of Account Account Number NEFT/IFSC Code RTGS Code 9 Digit MICR Code

ANNEXURE-3

BID SECURITY DECLARATION

To,
The Director,
(For Purchase & Stores Section)
National Institute of Technology,
Warangal, Telangana-506004.

Tender Reference No.: _____

Name of Tender / Work: - _____

Dear Sir,

The undersigned, declare that I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration. I/We accept that I/We may be disqualified/ suspended from bidding for any tender /contract in your Institute (NITW Warangal) for a period of five years from the date of notification of present tender, if I am /We are in a breach of any obligation under the bid conditions as under, if I/We

- a) Withdraw/modify/amend, impair or derogate the tender/bids, during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
 - (i) fail or refuse to execute the contract, if required, or
 - (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration) Duly authorized to sign the bid for and on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing) Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

ANNEXURE-4

Past Experience

(On Company Firm's Letterhead)

To,
The Director,
(for Purchase & Stores Section)
National Institute of Technology,
Warangal, Telangana-560004.

Tender Reference No.: _____

Name of Tender / Work: - _____

Dear Sir,

Brief particulars of the similar work done in government institutions: **(Please attach copy of work orders for our reference)**

Order placed by (Full add. Of Client)	Order No. & Date	Brief Description of similar work done Rate Contract with other companies/govt organization	Value of order	Date of completion of contract	Contact person along with Telephone No. Fax No. and email Address.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE-5
FINANCIAL TURNOVER

To,
The Director,
(For Purchase & Stores Section)
National Institute of Technology,
Warangal, Telangana-506004.

Tender Reference No.: _____

Name of Tender / Work: - _____

Dear Sir,

I/We hereby declare that our firm's Annual Turnover as follows, and I/We have also supported an Audited Accounts for your references:

F.Y. 2020-21	F.Y. 2021-22	F.Y. 2022-23

And,

2) I/We hereby declare that, our firm had filled Income Tax Returns for last three years. Supported by copy of ITR of these years.

Yours faithfully,
(Signature of the bidder)

Printed Name

Designation

Seal:

Date:

Business Address:

ANNEXURE-6
Format for Bank Guarantee

FORM OF PERFORMANCE SECURITY - BANK GUARANTEE BOND (BG)

From

Bank:

To

The Director

National Institute of Technology, Warangal.

In consideration of the Director, National Institute of Technology (hereinafter called “NITW”) having agreed under the terms and conditions of Letter of Intent / Agreement No.....dated..... made betweenand (hereinafter called “the said Contractor{s}”). for the work (hereinafter called “the said Letter of Intent / Agreement”) having agreed to production of an irrevocable bank Guarantee for Rs..... (Rupees only), as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we(Indicate the name of the Bank) (hereinafter referred to as “the Bank”) hereby undertake to pay to the NITW an amount not exceeding Rs. (Rs..... only) on demand by the NITW

2. We (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the NITW stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).

3. We, the said bank, further undertake to pay to the NITW any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We..... (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the NITW under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the NITW certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We (indicate the name of Bank) further agree with the NITW that the NITW shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the NITW against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s)

or for any forbearance, act of omission on the part of the NITW or any indulgence by the NITW to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the NITW in writing. 8. This guarantee shall be valid up to, unless extended on demand. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Signed and sealed

Dated the day of for (indicate the name of Bank)

* * *

(Note: The Letter of Intent shall form part of the Agreement)

ANNEXURE-7
INTEGRITY PACT

To
To,
The Director,
(for Purchase & Stores Section)
National Institute of Technology,
Warangal, Telangana-506004.

Tender Reference No.: _____

Name of Tender / Work: - _____

Dear Sir,

It is here by declared that NITW Warangal is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the Integrity Agreement, which is an integral part of the tender/bid documents, failing which the tender/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the National Institute of Technology, Warangal.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

[TO BE SUBMITTED DULY SIGNED BY THE BIDDER ALONG WITH BID DOCUMENTS]

To,
The Director,
(for Purchase & Stores Section)
National Institute of Technology,
Warangal, Telangana-506 004.

Tender Reference No.: _____

Name of Tender / Work: - _____

Dear Sir,

I / We acknowledge that NITW Warangal is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I / We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I / We will sign the enclosed integrity Agreement, which is an integral part of tender / bid documents, failing which I / We will stand disqualified from the tendering process. I / We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the NIT.

I / We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by NITW, Warangal. I / We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I / We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, NITW, Warangal shall have unqualified, absolute and unfettered right to disqualify the tendered /bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

(To be signed by the bidder and same signatory competent / authorized to sign on the relevant contract on behalf of National Institute of Technology, Warangal)

INTEGRITY AGREEMENT

This integrity Agreement is made at On this day of
20.....

BETWEEN

The National Institute of Technology, Warangal represented through Director, National Institute of Technology, Warangal

..... (hereinafter referred as the ‘Principal/Owner’, (Address of Division) ‘Principal/Owner’, which expression shall unless repugnant to the meaning or context hereof include its successor and permitted assigns)

AND

.....
..... (Name and Address of the Individual/firm/Company)
through.....

..... Hereinafter referred (Details of duly authorized signatory) to as the "Bidder/Contactor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for

.....at NITW, Warangal.” (Name of work) hereinafter referred to as the "Contract". AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "integrity Pact" or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment the Principal / Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles

No employee of the Principal / Owner, personally or through any of his / her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- a) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process,

provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

- b) Principal/owner shall Endeavour to exclude Form the Tender process any person, whose Conduct the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (POC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in add it ion can also initiate disciplinary actions as per its internal laid down policies and procedures.
- 3) If Hoc Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (1 PC)/Prevention of Corruption Act, 1988 (POC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s) / Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or coercion or collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PoC Act. Further the Bidder(s) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal / Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly, Bidder(s) / Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a render on behalf of one manufacturer ' . lie shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above

- or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practices means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
 - 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal /Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal / Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify its exclusion from the Tender process.
- 2) if the Bidder makes incorrect statement on this subject. he can be disqualified from the "tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own

discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 6 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority of National Institute of Technology, Warangal.

Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head Quarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board Resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: Legal and Prior Right

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal / Owner)

.....
(For and on behalf of Bidder / Contractor)

WITNESSES:

1).....
(Signature, name and address)

2).....
(Signature, name and address)

Place:

Dated:

ANNEXURE-8

**SELF-CERTIFICATION REGARDING LOCAL CONTENT (LC) FOR GOODS,
SERVICES OR WORKS ISSUED BY OEM UNDER PREFERENCE TO MAKE IN INDIA
ORDER CERTIFICATE FOR CLASS-I or CLASS- II LOCAL SUPPLIER**

Tender No.: _____; Date: _____

Date: [insert date (as day, month and year) of Bid Submission]

We hereby declare that the items under our Quotation No. _____
in the brand name of _____
& (equipment details) _____
are manufactured at (complete address) _____

Hence, it contains the local content of:

- a) More than 50%
- b) More than 20% and Less than 50%

as defined under the Make in India policy of the Department for Promotion of Industry & Internal Trade, DPIIT, Govt. of India.

The value addition for the local content is done at (Name of the place & address)

The Country of Origin of the item(s) is/are _____.

Further, it is declared that finished Equipment is not imported and local Content not calculated on the basis of Transportation, Insurance, Installation, Commissioning, and Training & after sales services. But Equipment is Manufactured/Assembled in India at out Factory address _____.

The false declaration will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules of which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under Law.

We also declare that the goods are not manufactured in a country that shares its land border with India nor the beneficial owner belong to those country.

We shall be held responsible if the certificate is found to be incorrect.

Seal and Signature of OEM & Bidder

CALCULATION OF LOCAL CONTENT(LC) – GOODS

Name of Manufacturer:	Calculation by manufacturer Cost per one unit of product			
Cost Component	Cost (Domestic component) A	Cost (Imported component) B	Cost Total INR/FC C=A+B	%Domestic Component D=A/C
I. Direct material cost				
II. Direct labour cost				
III. Factory overheads				
IV. Total production cost				

Note:

1. % LC Goods = $\frac{\text{Total cost (IV.C)} - \text{Total Imported component cost (IV.B)}}{\text{Total Cost (IV.C)}} \times 100$

2. % LC Goods = $\frac{\text{Total domestic component cost (IV.A)}}{\text{Total Cost (IV.C)}} \times 100$

3. The certificate may be prepared under letterhead of the vender and submitted duly signed by the authorized signatory.

As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content. (Applicable for Foreign Purchase / Global Tenders)

Date:

Place:

Name, Sign & Seal of the Bidder