

# MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR

No. F5 (2352) ST/MNIT/CHEM/2017

Phone : 0141-2713312,2713352

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## NOTICE INVITING TENDERS

### IMPORTANT INSTRUCTIONS TO BIDDERS

Registrar, Sponsord Research, MNIT, Jaipur invites sealed “TENDERS” for the supply of **UV-VIS Spectrophotometer with PC Control** for **Chemical Engineering Department** of this Institute in two bid system (Technical & Financial bids in separate envelop), as per schedule given below:

Event	Date & Time
Download of Tender	24.04.2017
Bid submission Last Date	16.05.2017 by 2.00 PM
Technical bid opening	16.05.2017 at 3.00 PM
Financial bid opening	Will be intimated later on
Earnest Money	Rs. 18,000/- <b>(Kindly attached the RTGS details with cancelled cheque along with the Earnest Money)</b>

1. Tender must be enclosed in a properly sealed envelope containing both Tech. and commercial bid and addressed to the MNIT, Jaipur with kind attention to Assistant Registrar (S&P), MNIT, Jaipur by designation and not by name. The quotations must be superscribed “Quotations for the supply of **UV-VIS Spectrophotometer with PC Control** ----- as called for in Tender Notice No. ----- dated \_\_\_\_\_” DUE ON ----- AT -----AM/PM. The Quotation must reach on or before -----AM/ PM on or before the due date and time mentioned in the tender notice/tender document.
2. **THE DOCUMENTS MUST BE DROPPED IN THE TENDER BOX AVAILABLE IN CENTRAL STORE DURING OFFICE HOURS (09:30AM to 06.00PM) ON ALL WORKING DAYS. BIDS DELIVERED TO ANY OTHER PLACE OR ANY INDIVIDUAL SHALL NOT BE CONSIDERED AS VALID DOCUMENT. QUOTATIONS SENT BY E-MAIL WILL NOT BE CONSIDERED VALID.**
3. In the event of tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, or in the case of a Company, the quotations should be executed in the manner laid down in the said Company’s Articles of Association. The signatures on the quotations shall be deemed to be authorized signatures.

4. All the columns of the tender form shall be duly, properly and exhaustively filled in. **THE RATES QUOTED SHOULD REFLECT F.O.R. JAIPUR inclusive of all charges related to transportation from your end to MNIT, Jaipur in local currency, if possible.**  
**For imported items, the rates are to be quoted FOR destination (MNIT, Jaipur) only. In case the rates are quoted CIF/CIP New Delhi, then it will be the responsibility of the supplier to intimate us well in advance prior to dispatch and submission of the all the relevant documents in time which will be required in clearing the consignment from Custom. If, there is delay in sending the documents and demurrage is imposed, then it will be in the account of foreign supplier. Kindly note that if any amendment is required in LC, after its establishment, the Bank Charges in this respect will be in the account of beneficiary only.** The rates and units shall not be overwritten. Quotations shall always be both in the figures and words. The words “No quotations” should be written across any or all of the items in the schedule for which a tender does not wish to tender.
5. **Cost of each item should be quoted separately giving the unalterable delivery period. Rates of imported goods must be quoted excluding custom duty & excise duty as this institution is exempted from payment of custom & excise duty.**
6. For importable items 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.
7. The quoted F.O.B. prices must be in currency of the country of manufacturing of quoted items. The cost of shipment, freight and other related taxes must be on the basis of port of shipment which has to be that of the country of origin of goods. However quotations/Performa invoice in US Dollar for items of foreign manufacturing origin shall be accepted. Prices for imported items, if quoted in currency other than that of the country of manufacturing origin, or in exceptional cases US dollars shall not be acceptable and the corresponding bid will be rejected.
8. If a private limited company in India or a similar such company elsewhere abroad, in the same name and style as that of the original manufacturer, wishes to act as a direct bidder,(as if the manufacturer is submitting the bid), it must submit the copies of original documents revealing the techno-commercial, financial and legal relationship it bears with the manufacturer; this needs to be accompanied by a declaration from the overseas manufacturer that as its policy it does not receive direct orders from Indian academic institutions/ research organizations. Failure to do so will disqualify the bidder.
9. The purchaser will evaluate and compare the technical bids which have been determined to be substantially responsive. The leaflets catalogue, etc. should be sent invariably so that a proper evaluation of the equipments offered is possible. Under no circumstances a bid shall be considered substantially responsive if it is not accompanied by the above documents.
10. **Clarification of Bids.** During evaluation and comparison of bids, the purchaser may, at his discretion ask the bidder for clarification on its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained as all such clarifications would have been obtained prior to the submission of the bid.
11. The bidder should clearly confirm that all the facilities exist in its factory or store for inspection and testing and these will be made available to the purchaser or its representative for inspection.
12. Any omission in filling the columns of “units” and “rate” shall altogether debar a quotation for being considered.
13. All corrections must be signed by the tenderers.
14. **EMD:** A Demand Draft amounting of **Rs.18,000/-** of the quoted amount of the quoted cost only or as specified in the name of the Registrar, Sponsored Research, M.N.I.T., Jaipur may please be sent along with your tender as Earnest Money without which no tender shall be considered. Cheques are not accepted towards Earnest Money. No interest is paid by MNIT on the amount of earnest money. Since all the recoverable amount like LC amendment charges/demueeage charges etc. will be debited first

- from EMD, therefore, the EMD will be withheld with this Institute till the completion of the supply. If this amount fall short, the supplier has to pay the remaining due payment to this Institute.
15. **MNIT does not bind himself to accept the lowest tender and reserve to himself the right to reject any or all the tenders without assigning any reasons.**
  16. No tender will be considered unless and until all the documents are properly signed.
  17. The quotations will be regarded as constituting an offer or offers open to acceptance in whole or in part or parts at the discretion of MNIT, Jaipur.
  18. The bidder is expected to examine all instructions, forms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
  19. The intending bidder must read the terms and conditions of Bid document carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required. The bid document consisting of the set of terms and conditions and other necessary documents required can be seen and downloaded from website [www.mnit.ac.in](http://www.mnit.ac.in).
  20. All bids must be accompanied by a bid security as specified in the bid document and must be delivered to the above office at the date and time indicated above.
  21. It is stipulated that insurance will have to be provided through any of the Insurance agencies. /Companies approved under Government of India Regulations.
  22. The prospective bidders can be those who are the manufacturers of the equipment. For items manufactured outside India, the manufacturer itself can be a bidder or its authorised Indian agent can bid on behalf of its Principal that is the manufacturer.
  23. In the event, the country of origin of goods is India, only the manufacturers shall be considered eligible for bidding. Authorised agents of Indian manufacturers may be permitted to submit the bid, provided the concerned manufacturer states that as its policy, it does not bid itself in India and that there is no qualitative difference between manufacturer and its agent as bidder in respect of quality of supplies, cost, and responsibility of maintenance and servicing. The Indian manufacturer must describe the alternatives in clear terms, in the event the bidding agent ceases to continue as agent of the concerned manufacturer within the stipulated warranty period.
  24. For all items manufactured in India, only price for 'F.O.R' MNIT Jaipur need be quoted.
  25. If any Indian manufacturer requires importing an essential part from a foreign country, the said company may be given to enjoy the benefit of customs duty exemption with the aid of CDEC of MNIT, Jaipur provided the import of the concerned item is done on behalf of MNIT, Jaipur.
  26. In case a foreign manufacturer by itself wishes to directly quote for an item in Indian currency, taking into consideration of customs duty exemption, proviso, the same shall be allowed by MNIT, Jaipur.
  27. The Indian/Foreign agencies participating in the tender must have annual turnover not less than the 15 times of the cost of the equipment they are quoting; appropriate document in this regard must be provided, failing which the bid will stand cancelled.
  28. At any time prior to the deadline for submission of bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
  29. All prospective bidders who have received the bidding documents will be notified the amendment in writing or by email or by fax, and will be binding on them.
  30. In order to allow prospective bidders reasonable time in which the amendment is taken into account in preparing their bids, the purchaser, at its discretion, may extend the deadline for the submission of bid.

**THERE IS TWO BID SYSTEM:-**

**(TECHNICAL AND FINANCIAL BID, both bids should be submitted in separate envelopes):**

- A) In pre-qualification cum-technical bid. Bidder shall enclose the following document:

- a) Bidder shall enclose Earnest Money Deposit (EMD).
- b) Bidder must be in the business of similar equipment/items supplying business from last 3 years (enclose Proof).
- c) Bidder must be a manufacturer/authorized distributor/ Dealers must enclose a certificate of authorization of manufacturer with the bid.
- d) All Indian agents of foreign company must provide valid proof that they are the agent in India on behalf of the manufacturer; any proof without due certification from the manufacturer under its own letter head shall be void *ab initio*.
- e) Manufacturer should have ISO 9001 or any other certification submit document as proof.
- f) Bidder should have after sales service set up preferably at Jaipur, in the State of Rajasthan and Delhi and should be in a position to provide satisfactory after sales service support from the nearest place of installation. The bidders have to submit OEM support certificate with technical bid. List of OEM support centers in India along with address should also be submitted
- g) The manufacturers should supply documentary proof i.e. Registration with the Registrar of Industries, National Small Scale Industries Corporation or with penal of MNIT in case of manufacturer. Offers other than the manufacturers should be supported with an authority letter from the manufacturers, authorizing them to quote rates standing guarantee for the satisfactory execution of supply orders failing which offers are liable to be ignored.

**The bidder must furnish the following** (Failing which the offers/tenders are liable to be ignored)

- a. A list of reputed national institutes (e.g. IITs, NITs, Centrally funded institutes)/research organizations (viz. DMRL, BARC, IGCAR, NPL and Other CSIR and DRDO laboratories) where the similar equipment has been supplied within 3 years and is in operation.
  - b. The evidence of adequacy in capability of providing the service support during and after the warranty period. This document must be authenticated by the Manufacturer, in case the authorized agent is the bidder.
  - c. One declaration by the Manufacturer to the extent that in case of failure of its local agent /office to provide service support to the satisfaction of MNIT Jaipur, it shall make immediate arrangement for required service support.
  - d. **Bidder should enclose technical compliance from the Manufacturer. The specifications of items should be strictly as specified. Deviation, if any may please be mentioned separately. If there is no deviation than it should be mentioned as “No Deviation”.**
  - e. The leaflets catalogue, related to quoted equipment/model etc. should be sent invariably, so that a proper evaluation of the equipment offered is possible.
  - f. Mention must be made of the pre-installation requirements for the equipment quoted viz. ambient temperature, humidity, weather specifications, power specifications, civil works etc. When items are provided full performance satisfaction should be demonstrated.
  - g. Bidder must enclose the acceptance of terms and conditions and must enclose the duly signed and stamped tender document.
  - h. All the Annexure enclosed should be duly filled up and signed.
  - i. Please attach proof/certificate of each condition required in the tender document.
31. The purchaser will evaluate and compare the bids which have been determined to be substantially responsive.
  32. Notwithstanding anything specified in the tender document, the Purchaser, MNIT Jaipur at its sole discretion, unconditionally and without assigning any reasons to the bidders, reserve the rights:
    1. To accept or reject lowest tender or any other tender or all the tenders.
    2. To accept any tender in full or in part.

3. To reject the tender offer not confirming to the tender terms or faulting to replying to any certification sought during the period of evaluation of bids.
  4. To rank substantially responsive bids in accordance with the technical merits of the quoted item.
33. Losses or damages in transit will be taken into the account of the supplier in case of rates **F.O.R. JAIPUR**. The supplier may, if he so desires, get the goods insured and include such charges in the tendered rate.
34. **Payment Terms: -**
1. Payment will be made through e-transaction (electronically) (RTGS), to facilitate electronic payment the supplier must give following information: (a) Title of the Account, (b) Bank name and Branch (c) Account number and (d) IFSC code. The supplier must also attach one cancelled cheque along with the Invoice of the firm to facilitate the e-transfer (RTGS) of payment.
  2. Payment will be made through LC to foreign suppliers as per Gov. of India rules against the Performa Invoice. (to be accompanied by 10% performance bank guarantee without fail), which must be compliant with the list of items attached herewith
  3. The payment will be made under following two stages:
    - a. Payment on shipment and furnishing of Performance Security: 90 % of the Purchase Order Value.
    - b. On satisfactory Installation and commissioning: 10 % of the Purchase Order Value.
  4. The defective, substandard and contrary to the specification of instrument supplied have to be replaced by the supplier at their cost and responsibility.
  5. The payment may be made through FDD, if desired by any bidders. In this case the scan copy of FDD will be sent to the bidder and after completion of the installation etc. the same will be handed over to the authorized person of the supplier
35. All payments shall be made against the Performa invoice raised directly by the manufacturer and in accordance with terms and conditions of the purchase order.
36. **Delivery Period:-** The ordered quantity of stores must be delivered within 6 to 8 weeks in the case of indigenous equipment and 14 to 16 weeks in the case of imported equipment, F.O.R. Destination MNIT, Jaipur at Supplier's Risk within the period specified and got inspected as the delivery of store is required urgently and as such the renderers should quote their earliest delivery period accordingly. The extension of delivery period after placing the PO, if required, will be considered only on genuine reasons and proper justifications only.
37. **Performance Bank guarantee**  
Successful Bidder has to Provide Performance security @ 10% of the equipment cost, valid for entire warranty period given in their offer which should be in the form of Bank's Guarantee from a nationalized bank. Warranty will cover repair/replacement of all defective parts, if any, with the same or equivalent make for any part removed. Maintenance will be provided at site. Limited/carry in warranty will not be accepted. The supplier will provide after sale service during the warranty period from nearest place to installation. The supplier will attend the complaint within 24 working hours and not beyond 5 working days.
38. **Responsibilities: -** It shall be the responsibility of the vendor to keep the supplied item in good working condition so as to ensure a minimum of 95% uptime by carrying out the necessary repairs/maintenance of item supplied, otherwise it shall be treated as a non performance on the part of the vendor for which performance guarantee may be forfeited and firm may be black listed for future business. The vendor shall provide free replacement of equivalent part as and when required, excluding consumable part. Warranty period shall be applicable from the date of successful installation.
39. **Installation: -** Successful BIDDER shall depute concerned specialist, for supervision of erection & commissioning of the machine to be carried out as and when necessary. The successful BIDDER shall make necessary arrangements at their own expenses for stay, transport and other expenses of their specialist during their stay in Jaipur;

- A. The vendor shall give the wiring diagrams and the panels required for the system installation in advance. User Department/Organization shall make available the necessary wiring panels at installation site.
- B. Full details of the space requirement with dimensions should be given in advance. Successful BIDDER shall depute concerned specialist, for supervision of erection & commissioning of the machine to be carried out as and when necessary. The successful BIDDER shall make necessary arrangements at their own expenses for stay, transport and other expenses of their specialist during their stay in Jaipur which also includes imparting training to MNIT Jaipur personnel.
40. **Training:-**The bidder shall submit the maintenance and training proposal for three officials of MNIT
41. **AMC:-**Annual maintenance contract rate should be quoted separately and should remain valid for 5 years after expiry of warranty period.
42. Notwithstanding anything stated above, the purchaser reserves the right to asses that the bidder has the financial, technical and production capability necessary to perform the contract should circumstances warrant such assessment.
43. The quoted rates should be valid at least for **120 days (four months)** from the last date of receipt of quotations.
44. All legal proceedings, if necessity arises to institute may be any of the parties (Institute or Contractor/Supplier) shall have to be lodged in the courts situated at Jaipur and not elsewhere.
45. (a) **The Penalty Clause is as under:-**  
If the tender fails to deliver the goods within the period specified in the tender form the Institute may, at its discretion, allow an extension in time subject to recovery from the tender as agreed liquidated damages, and not by way of penalty, a sum equal to the percentage of the value of stores which the tender has failed to supply for period of delay as stated below: -

(i)	Delay up to one month	1%
(ii)	Delay exceeding one month but not exceeding two month	2%
(iii)	Delay exceeding two month but not exceeding three month	5%
(iv)	Delay exceeding three month	5% for each month and part there of subject to maximum 10%

- (b) In case of failure to supply the goods within the prescribed time and in accordance with the specifications given in the Quotations, the institute shall be free to cancel the order and make purchases from the next higher tenderer or from the open market as the case may be. In that case the losses sustained by the institute shall be recovered from the defaulting supplier. The institute will be at liberty to recover the losses from the earnest money/or any other pending claims of the supplier without prejudice to its general right to effect recovery from the supplier.
46. Equipment list with specifications is enclosed as Annexure-II.
47. **Arbitration Clause: -** In the eventuality of any dispute, the sole Arbitrator shall be Registrar, Sponsored Research, MNIT, Jaipur and his decision shall be binding on all the parties.

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**AFTER SALE SERVICE CERTIFICATE**

From:

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To

The Registrar,  
Malaviya National Institute of Technology (MNIT),  
Jaipur

Whereas, we M/s (Bidder Name) are established & reputable manufacturers (Make of items) of [items name] having service offices at Delhi, Jaipur and in the state of Rajasthan. Details are as under:

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Sr.No.      Address of Service Centre      Phone No.      Number of Engineers

- 1.
- 2.
- 3.

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We do hereby confirm that:

Services including repair/replacement of defective parts will be done by us. Replacement of defective Systems/parts will be done by equivalent or better systems/parts of the same make. We will attend all the complaints/service calls within 24 working hours and not beyond 5 working days. Down time will not exceed beyond 5 working days. In case, down time exceed 5 working days then we will extend the warranty period of that item(s) double of the down time.

(Signature)

Name :

Designation :

(Head or Senior Executive of Firm)

Address :

Phone No :

Fax No:

Mobile No :

**Specifications of UV-VIS Spectrophotometer with PC Control**

<b>Sr. No.</b>	<b>Item Specification</b>	<b>Qty</b>
<b>01</b>	<b>Technical Specification</b> Microprocessor based, Measurement modes: Spectrum and photometric modes, Wavelength range: 190 to 1100 nm; spectral bandwidth: 1 nm to 2 nm, wavelength repeatability: less than or equal to 0.1 nm; life of the light source: at least 5000 hrs minimum or better, photometric system: double beam; photometric range: 0 to 3 Abs, Photometric accuracy $\pm 0.002$ to $\pm 0.006$ Abs at 1.0 Abs or better, Noise level: less than 0.00050 at 1 Abs, Scanning speed: 1 nm to 3000 nm per minute or better, wavelength display: 0.1 nm intervals, the spectrum mode should have scanning over entire wavelength range with peak detection, area calculation, pick picking and data reading at specified point. Photometric mode should have single as well as multiple wavelength measurement. The instrument should have PC control via suitable software. Suitable branded PC, printer, and UPS should be supplied along with the instrument. Quartz Cell (10 mm of 3.5 ml, two sets i.e. two numbers in each set)	<b>01 Nos</b>

ASSISTANT REGISTRAR  
(S & P)