



NOTICE INVITING OFFERS
DOCUMENT

FOR

Procurement of

**SUPPLY & FIXING OF FUME HOOD. –9 Nos.
Complete SS 316 Chemical Laboratory Fume Hood 6 ft.**

BIRLA INSTITUTE OF TECHNOLOGY
MESRA
RANCHI-835 215 (JHARKHAND) - INDIA



BIRLA INSTITUTE OF TECHNOLOGY
MESRA
RANCHI-835 215 (JHARKHAND) - INDIA
Tel #: 00 91 651 2276030 / 290
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Email: purchase@bitmesra.ac.in
Website: www.bitmesra.ac.in

Invitation for Offers

Date: 10-Nov-16

BIT Mesra, established in 1955 by Mr. B M Birla, is a premier technical institute and deemed University u/s 3 of UGC Act, 1956. You are invited to submit your most competitive quotation for the following Goods / Services required for Institute use. The Technical specifications, Allied requirements and Scope of Supply are **given in Chapter 4 appended herewith.**

Sr. No	Enquiry No.	Brief Description of Goods / Services	Quantity	Single / Two Offer
1	GPE00136	SUPPLY & FIXING OF FUME HOOD. - Complete SS 316 Chemical Laboratory Fume Hood 6 ft.	Nine	Single

- The address for submission of Quotations and for obtaining further information:
ADDITIONAL REGISTRAR (FINANCE)
BIRLA INSTITUTE OF TECHNOLOGY, MESRA
RANCHI-835 215 (JHARKHAND) - INDIA
- A Pre-Bid Conference will be held on schedule mentioned below. All prospective Suppliers are requested to kindly submit their queries to the address indicated above so as to reach the Additional Registrar (Finance), BIT Mesra at least one day before Pre-Bid Conference.

	Date	Time in hours (IST)	Venue
Pre-Bid Conference	No Pre-Bid Conference		

- The Quotation prepared by the Supplier shall include the following:-

i)	Bid Security
a)	In case of Indigenous Supplier : Rs. NIL

- All Offers must be accompanied by a Bid Security as specified above and must be delivered to the above office before the date and time indicated below. In the event of the date specified for Quotation receipt is declared as a closed holiday, the due date for submission of Offers will be the following working day at the appointed time
- The Schedule for Submission of Quotations is as follows:-

	Date	Time in hours (IST)	Submit to / Venue
Submission of Quotations	30-Mar-17	Upto 1300 hrs	Purchase Section, BIT
Opening of Quotations	30-Mar-17	at 15:00 hrs.	

- The Vice-Chancellor, BIT Mesra reserves the right to accept or reject any or all Quotations / offers either in part or in full or to split the order without assigning any reasons there for.

CONTENTS OF QUOTATION / BID DOCUMENT

The Bid documents, apart from the Invitation for Offers have been divided into Six Chapters as under:

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2A	General Conditions of Contract (GCC)	6-11
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CHAPTER 1 - INSTRUCTIONS TO SUPPLIERS

Instructions to Supplier are broad guidelines to be followed while formulating the Offer and its submission to the Purchaser. It also describes the methodology for opening and evaluation of Offers and consequent award of contract.

Eligible Suppliers

This Invitation for Offers is open to all suppliers. Suppliers who fulfil the defined Eligibility Criteria will be considered for Technical Evaluation of Offers.

The Supplier is expected to examine all instructions, forms, terms, and specifications in the Tender documents. Failure to furnish all information required by the Tender documents or submission of a Offer not substantially responsive to the Tender documents in every respect will be at the Supplier's risk and may result in rejection of its Offer.

The Purchaser will reject a proposal for award if it determines that the Supplier recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

Cost of Tender documents

The Tender documents are to be downloaded Free of Cost from our Website www.bitmesra.ac.in/Quotations

Amendment to Tender documents

At any time prior to the due date for submission of Offers, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Supplier, modify the Tender documents by amendment. The Purchaser also may, at its discretion, extend the due date for the submission of Offers and host the changes on the website of the purchaser.

Documents Comprising the Offer

The Offer prepared by the Supplier shall include the following as per the requirement of the Quotation Document:

a.	Manufacturer's Authorization Form
b.	Detailed Technical Specifications and Scope of Supply
c.	Service support details form
d.	Deviation Statement Form
e.	Price Schedule Form(s)
f.	DGS&D Registration certificate in case the items under procurement falls under the restricted category of the current export-import policy of the Government of India

The documents comprising Offer should be submitted in the above sequence in orderly manner.

Offer Prices

The Supplier shall indicate on the appropriate price schedule form, the unit prices and total Offer prices of the Goods / Services it proposes to supply under the contract.

Prices indicated on the price-schedule form shall be entered separately in the following manner:

For Goods manufactured within India:

i)	The price of the goods quoted Ex-works including taxes already paid.
ii)	VAT and other taxes like excise duty etc. which will be payable on the goods if the contract is awarded.
iii)	The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price schedule form.
iv)	The installation, commissioning and training charges including any incidental services, if any.

(b) For Goods manufactured abroad:

i)	The price of the goods, quoted on FCA (named Airport abroad) or FOB (named port of shipment), as specified in the price schedule form.
ii)	The charges for insurance and transportation of the goods to the port / place of destination.
iii)	The agency commission charges payable to Indian agent in Indian rupees, if any.
iv)	The installation, commissioning and training charges including any incidental services, if any

Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offer shall be rejected as incomplete. The price quoted shall remain fixed during the contract period and shall not vary on any account.

All lots and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price Schedule shall be assumed to be not included in the Offer. The quotation should be only in Indian Rupees for indigenous items. In case of foreign quote, the vendors may quote their rates in Indian Rupees as well as in Foreign Currency.

BIT Mesra is registered with DSIR, Govt of India and is exempted from Customs/Excise Duty. Exemption Certificate to this effect will be issued by BIT Mesra.

Excise Duty	The Purchaser is exempted from payment of Excise duty vide DSIR Notification No.F.No.11/161/90-TU-V dated 09 May 2013
Custom Duty	The Purchaser is exempted from payment of Custom Duty vide Govt. Of India Notification No.F.No.11/161/90-TU-V dated 09 May 2013

In case of INR Offers the price criteria should be on Free Delivery to BIT Mesra. Govt. Levies like central excise duty, sales tax, etc., if any, shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price, Central Excise Duty, VAT/ Central Sales Tax etc., if any.

Note: All payments due under the contract shall be paid after deduction of statutory levies at source (like ESIC, IT, etc.), wherever applicable.

Offer Currencies

Prices shall be quoted in Indian Rupees for offers received for supply within India and in freely Convertible foreign currency in case of offers received for supply from foreign countries.

Bid Security (BS) / Earnest Money Deposit (EMD)

The Supplier shall furnish, as part of its Bid, a Bid security (BS) / Earnest Money Deposit (EMD) of amount as specified in NIT in the form of a Bank Guarantee / Demand Draft drawn on any Scheduled / Nationalized Bank in favour of BIT Mesra and valid for 45 days beyond the validity of the Bid.. In case of Foreign Supplier(s), the BS shall be submitted either by the principal or by the Indian agent. No interest is payable on BS/EMD. The Bid security should be submitted in its original form. Copies shall not be accepted. Bid security / EMD is mandatory requirement and exemption is applicable to the firms registered with NSIC only for the manufacture of the tendered goods and not for selling products manufactured by other companies.

The Bid Security of unsuccessful Supplier will be discharged / returned as promptly as possible, without any interest. The successful Supplier's Bid security will be discharged upon the Supplier furnishing the Performance Security, without any interest. Alternatively, the BS could also be adjusted against Performance Security, if it is paid through Demand Draft / Banker's Cheque.

The Bid security may be forfeited:

If Supplier withdraws or amends or modifies or impairs or derogates its Bid during the period of Bid validity specified by the Supplier on the Bid Form;

OR

In case of successful Supplier, if the Supplier fails to furnish order acceptance within 15 days of the order or fails to sign the contract and / or fails to furnish Performance Security within 21 days from the date of contract / order.

Period of Validity of Offers

Offers shall remain valid for minimum of 90 days after the date of Offer opening prescribed by the Purchaser. A Offer valid for a shorter period shall be rejected by the Purchaser as non-responsive.

Format and Signing of Offer

The Suppliers may submit their duly sealed Offers generally by post or by hand. The Offers may be submitted as Single-Bid or Two-Bid as specified in the Invitation for Offers / NIT. In case the Offers are invited on two-Bid system, the Supplier shall submit the Offers in two separate parts. First part shall contain Technical Offer comprising all documents listed under clause relating to Documents Comprising the Offer excepting Bid form and price schedule forms. The second part shall contain the Price-Offer comprising Bid Form and Price Schedule forms. Any interlineations, erasures or overwriting shall be valid only if they are initialled by the person or persons signing the Offer.

All envelopes should be super scribed with:

Enquiry Number: _____

Due Date _____ Time _____

Price Bid/ Technical Bid – in case of a Two-Bid System

Name of the Vendor _____

Addressed To:

ADDITIONAL REGISTRAR (FINANCE)

BIRLA INSTITUTE OF TECHNOLOGY, MESRA

RANCHI-835 215 (JHARKHAND) - INDIA

Examination of Terms & Conditions, Technical Evaluation

The Purchaser shall examine the Offer to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Supplier without any material deviation or reservation. The Purchaser shall evaluate the technical aspects of the Offer to confirm that all requirements specified have been met without any material deviation or reservation. If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Offer is not substantially responsive, it shall reject the Offer.

Purchaser's right to vary Quantities at Time of Award or later

The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified without any change in unit price or other terms and conditions. Further, at the discretion of the purchaser, the quantities in the contract may be enhanced within the delivery period.

Purchaser's right to accept any Offer and to reject any or all Offers

The Purchaser reserves the right to accept or reject any Offer, and to annul the Offer process and reject all Offers at any time prior to award of Contract, without thereby incurring any liability to the affected Supplier or Suppliers.

Order Acceptance

The successful Supplier should submit Order acceptance within 15 days from the date of issue of Purchase Order, failing which it shall be presumed that the vendor is not interested and his Bid security is liable to be forfeited. However, the Purchaser has the powers to extend the time frame for submission of order acceptance and submission of Performance Security (PS). Even after extension of time, if the order acceptance / PS are not received, the contract shall be cancelled and limited Quotations irrespective of the value shall be invited from the responding firms after forfeiting the Offer security of the defaulting firm, where applicable, provided there is no change in specifications. In such cases the defaulting firm shall not be considered again for re-tendering in the particular case.

Performance Security

Within 21 days of receipt of the notification of award / Purchase Order, the Supplier shall furnish Performance Security for the amount specified in SCC, valid for the time 60 days after the warranty period.

CHAPTER 2 - CONDITIONS OF CONTRACT

A. GENERAL CONDITIONS OF CONTRACT

Note: The General Conditions of Contract shall form the part of Purchase Order / Contract.

Contract Documents

Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole. Successful Supplier shall have to enter into Contract Agreement on Rs.500/- non judicial stamp paper as per Contract Form given in Chapter 7 within 21 days of placement of Purchase Order having value above Rs. 25 lakh or equivalent amount in Foreign Currency.

Fraud and Corruption

The purchaser requires that Suppliers, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, The purchaser will reject a proposal for award if it determines that the Supplier recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

Joint Venture, Consortium or Association/Amalgamation/Acquisition, Patent Indemnity etc.

If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser. In the event the Manufacturer/Supplier proposes for amalgamation, acquisition or sale its business to any firm during the contract period, the Buyer/Successor of the Principal Company are liable for execution of the contract and also fulfilment of contractual obligations i.e. supply, installation, commissioning, warranty, maintenance/replacement of spares accessories etc.

Indemnity Bond

In order to safeguard the interest of BIT Mesra, the supplier should submit Indemnity Bond on Rs.500/- non judicial stamp paper within 21 days of placing of the order for Purchase Order having value above Rs. 25 lakh or equivalent amount in Foreign Currency.

Patent Indemnity

- a) The Supplier shall, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
 - (I) the installation of the Goods by the Supplier or the use of the Goods in India
 - AND
 - (II) the sale in any country of the products produced by the Goods
- b) If any proceedings are brought or any claim is made against the Purchaser, the Purchaser shall promptly give the Supplier a notice thereof and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims.

Contract price

Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Offer.

Copy Right

The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

Standards

The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications and Schedule of Requirements, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

Use of Contract Documents and Information

The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

Performance Security (PS)

Within 21 days of receipt of the notification of award of contract / Purchase Order, the Supplier shall furnish performance security in the amount specified in SCC, valid till 60 days after the warranty period. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. The performance security will be discharged by the Purchaser and returned to the Supplier following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.

Installation, Commissioning, Demonstration, Inspections and Tests

Supplier shall be responsible for Installation, Commissioning, Demonstration, Inspections and Tests wherever applicable and for after sales service during the warranty and thereafter as specified in contract terms.

Packing

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. 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 SCC and in any subsequent instructions ordered by the Purchaser.

Delivery and Documents

Delivery of the Goods and completion and related services shall be made by the Supplier in accordance with the terms specified by the Purchaser in the contract. The details of shipping and/or other documents to be furnished by the supplier are as given below or /and as specified in SCC.

Details of Shipping and other Documents to be furnished by the Supplier are :	
A)	For goods manufactured or supplied from within India
	Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by registered post / speed post and copies thereof by FAX/email
(a)	Three copies of Supplier's Invoice indicating, inter-alia description and specification of the goods, quantity, unit price, total value
(b)	Packing list
(c)	Certificate of country of origin
(d)	Insurance certificate, if required under the contract
(e)	Railway receipt/Consignment note
(f)	Manufacturer's warrantee certificate and in-house inspection certificate, if any
(g)	Inspection certificate issued by purchaser's inspector, if any
(h)	Any other document(s) as and when required in terms of the contract
NOTE:	
1	The nomenclature used for the item description in the invoice(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).

2	The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
B)	For goods manufactured or supplied from abroad
	Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by Registered Post / courier and copies thereof by FAX.
(a)	Three copies of supplier's Invoice giving full details of the goods including quantity, value, etc.
(b)	Packing list
(c)	Certificate of country of origin
(d)	Manufacturer's warrantee and Inspection certificate, if any
(e)	Inspection certificate issued by the Purchaser's Inspector, if any
(f)	Insurance Certificate, if required under the contract
(g)	Name of the Vessel / Carrier
(h)	Bill of Lading / Airway Bill
(i)	Port of Loading
(j)	Date of Shipment
(k)	Port of Discharge & expected date of arrival of goods
(l)	Any other document(s) as and when required in terms of the contract
NOTE:	
1	<p>The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p>The clearing of the consignment at Mumbai Airport shall be done by our authorized Custom House Agents (CHA). The corresponding shipping documents may be forwarded to them accordingly. It is advised to give us and our CHA, a pre-alert before the consignment is dispatched. If there is delay in clearing of the consignment for <u>not</u> giving timely pre-alert then demurrage (Ware house charges), if applicable has to be refunded to us.</p>

The terms FOB, FCA, CIF, CIP etc. shall be governed by the rules prescribed in the current edition of the Incoterms published by the International Chambers of Commerce (ICC), Paris. The mode of transportation shall be as specified in SCC. The Suppliers may please note that the delivery of the system should be strictly within delivery schedule mentioned in the Purchase Order

Insurance

- a. Indigenous goods, the Goods supplied under the Contract shall be fully insured in Indian Rupees against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.
- b. Where delivery of the goods is required by the purchaser on CIF / CIP basis for imported goods or FOR destination for Indigenous goods, the supplier shall arrange and pay for Marine / Transit Insurance, naming the purchaser as beneficiary and initiate & pursue claims till settlement, in the event of any loss or damage.
- c. Where delivery is on FOB or FCA basis for imported goods or FOR dispatch station for indigenous goods, then insurance would be the responsibility of the purchaser.
- d. The equipments to be supplied will be insured by the supplier against all risks of loss or damage from the date of shipment till such time it is delivered at BIT Mesra site in case of Rupee transaction
- e. With a view to ensure that claims on insurance companies, if any, are lodged in time, the Suppliers and / or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the Supplier / Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the Purchaser on the event of the delay.

Transportation

- a. Where the Supplier is required under the Contract to deliver the Goods on FOB basis, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price. Where the Supplier is required under the Contract to deliver the Goods on FCA basis, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price.
- b. Where the Supplier is required under the Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
- c. In the case of supplies from within India, where the Supplier is required under the Contract to

transport the Goods to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

Incidental Services

The supplier may be required to provide any or all of the services, including training, if any, as specified in contract terms.

Spare Parts

The Supplier shall be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and In the event of termination of production of the spare parts:

- a. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
- b. Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

Warranty

- a. The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- b. The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.
- c. Unless otherwise specified in the SCC, the warranty shall remain valid for Thirty Six (36) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for Forty Two (42) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier. The warranty on the associated software should cover providing of upgraded version/s, if any, released during the warranty period free of cost.
- d. The Supplier shall assure the supply of spare parts after warranty is over for maintenance of the equipment supplied if and when required for a period of 10 years from the date of supply of equipment on payment on approved price list basis.
- e. The equipment must be supported by a Service Centre manned by the principal vendor's technical support engineers. The support through this Centre must be available 24 hours in a day, seven days a week and 365 days a year. Also it should be possible to contact the Principal's vendor support Centre on a toll free number/web/mail.
- f. Supplier will have to arrange for all the testing equipment & tools required for installation, testing & maintenance etc.
- g. Details of onsite warranty, Name of Agency that shall maintain during warranty and undertake Annual Maintenance Contract/Comprehensive Service Maintenance Contract beyond warranty shall be given in the offer. In case of foreign quote, the name of Indian Agent who shall maintain during warranty and AMC beyond warranty shall be given in the Technical Offer.
- h. If having been notified, the Supplier fails to remedy the defect within a reasonable period of time; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- i. In case the Equipment / System remains non-operational or performs below the desired level for more than 1 week after intimation of the fault in the Equipment / System then Warranty period shall be extended for further period for which Equipment / System remained non-operational or performed below the desired level, without prejudice to any other terms and conditions of the Contract.
- j. The defects, if any, during the warranty period are to be rectified free of charge by arranging free replacement wherever necessary.
- k. In case of any replacement during the warranty period the same shall be made free of cost i.e. DDP for import replacement and/or free delivery to BIT Mesra for indigenous replacement. All the duties / taxes relating to these replacements have to be borne by the supplier.
- l. Any replacements during warranty period should be free of cost. If the defective item has to be sent back to the Principal Supplier, for such replacements / returns to the Principal Supplier / Indian Agent has to bear documentation charges. Any charges regarding packing, forwarding, freight, insurance, etc. should be borne by the Principal supplier / Indian Agent for returning of defective items.

Terms of Payment

The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in

the SCC. The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to Delivery and document Clause of the GCC and upon fulfilment of other obligations stipulated in the contract. Payment shall be made in currency as indicated in the contract.

Change Orders and Contract Amendments

The Purchaser may at any time, by written order given to the Supplier, make changes within the general scope of the Contract, If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended.

Assignment

The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent. The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the Offer. Such notification, in the original Offer or later, shall not relieve the Supplier from any liability or duties or obligation under the Contract.

Extension of time

Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the Delivery schedule specified by the Purchaser. If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment to the Contract.

Penalty clause

Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or contract value for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause on Termination for Default. The SCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable.

Termination for Default

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

(a)	If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time;
(b)	If the Supplier fails to perform any other obligation(s) under the Contract
(c)	If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices as defined in GCC Clause on Fraud or Corruption in competing for or in executing the Contract.

In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

- (a) The Performance Security/EMD will be forfeited;
- (b) The Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
- (c) However, the supplier shall continue to perform the contract to the extent not terminated.

Force Majeure

Notwithstanding the provisions of GCC Clauses relating to Extension of Time, Penalty and Termination for Default the Supplier shall not be liable for forfeiture of its Performance Security, Liquidated Damages or Termination for Default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. If the performance in whole or in part or any obligations under the contract is prevented or

delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

Termination for Convenience

The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

Settlement of Disputes

The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. The dispute settlement mechanism / arbitration proceedings shall be concluded as under:

- (a) For Indigenous orders, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996. The dispute shall be referred to the Vice-Chancellor, BIT Mesra and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the Contract.
- (b) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.
- (c) The venue of the arbitration shall be the place from where the Purchase Order or Contract is issued.

Applicable Law / Jurisdiction

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

Taxes & Duties

- a. For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.
- b. For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture / production.
- c. All payments due under the contract shall be paid after deduction of statutory levies (at source) (like ESIC, IT, etc.) wherever applicable.
- d. BIT MESRA is exempted from paying LBT & hence supplier supplying from outside Ranchi Municipal limits should quote prices excluding LBT.

Right to use Defective Goods

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

Protection against Damage

The system shall not be prone to damage during power failures and trip outs. The normal voltage and frequency conditions available at site as under:

- (a) Voltage 230 volts – Single phase or 415 Volt for 3 phase ($\pm 10\%$)
- (b) Frequency 50 Hz.

Site preparation and installation

The supplier shall inform the purchaser about the site preparation, if any, needed for installation, of the goods at the purchaser's site immediately after notification of award / contract.

CHAPTER 2 - CONDITIONS OF CONTRACT
B. SPECIAL CONDITION OF CONTRACT (SCC)

I. The Purchaser is:
THE VICE-CHANCELLOR
BIRLA INSTITUTE OF TECHNOLOGY, MESRA
RANCHI-835 215 (JHARKHAND) – INDIA

II. The Final Destination is:
BIRLA INSTITUTE OF TECHNOLOGY, MESRA
RANCHI-835 215 (JHARKHAND) - INDIA

III. Performance Security:
The amount of the Performance Security shall be **10 % of the contract value**, valid up to **60 Days** after the date of completion of contract obligations including warranty obligations.

IV. Mode of Transportation:
(a) In case of supplies from within India, the mode of transportation shall be by Air / Rail / Road.
(b) In case of supplies from abroad, the mode of transportation shall be by Air/Sea.

V. Insurance:
The Insurance shall be for an amount equal to 110% of the CIF or CIP value of the contract from “warehouse to warehouse (final destination)” on “all risk basis” including strikes, riots and civil commotion, in addition to storage policy for 60 days is advised so as to ensure the inspection by the Indian Agent at the time of opening the packages.

VI. Validity of Warranty:
The period of validity of the Warranty shall be Minimum One year warranty on mechanical/electrical component. Cost of additional Warranty and AMC beyond the warranty period must be explicitly mentioned in the offer document.

VII. Terms of Payment:

The payment shall be made in Indian Rupees. The vendor must clearly specify the terms of payment, which is subject to approval by BIT Mesra.

E-Payment: All payments, BIT Mesra prefers to make Electronic Transfers (RTGS) through Indian Overseas Bank, BIT MESRA Campus Branch, Ranchi.

NOTE: All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, etc.), wherever applicable.

VIII. Terms of Supply:

- (a) Delivery period mentioned in the Purchase Order should be strictly adhered to. Otherwise EMD/PS will be forfeited and also LD clause will be applicable /enforced.
- (b) If the supplier fails to Supply, Install and Commission the system as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 1% of order value per week of delay subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier.
- (c) BIT MESRA reserves the right to cancel the order in case the delay is more than 10 weeks. Penalties, if any, will be deducted from the EMD/PS.
- (d) The maximum amount of penalty shall be 10%. The liquidated damages shall be levied on the delivered price of the delayed Goods or unperformed Services or contract value.

IX. **Place of Jurisdiction:** RANCHI.

X. **For notices, the Purchaser's address is:**
ADDITIONAL REGISTRAR (FINANCE)
BIRLA INSTITUTE OF TECHNOLOGY, MESRA
RANCHI-835 215 (JHARKHAND) - INDIA
Tel #: 00 91 651 2276030 / 290
Fax #: 00 91 651 2275 6401 / 868
Email: purchase@bitmesra.ac.in
Website: www.bitmesra.ac.in

CHAPTER 3

(To be filled by the Supplier and enclosed with the Technical Offer)

SCHEDULE OF REQUIREMENT

The Schedule of Requirement must clearly specify the time frame required (Schedule) for delivery of goods and services to be completed by the Supplier (in reference to Scope of Supply given Chapter-4) if the Contract is awarded for the offer / proposal submitted by the Supplier in response to this Quotation.

A) Delivery Schedule:

Sr. No.	Brief Description of Goods and Services	Quantity & Unit	Delivery Schedule

Period of delivery shall start from : _____

B) Term of delivery / Delivery Term :

Goods from Abroad	
Goods from India	

C) Time frame required for conducting installation, commissioning of the equipment, acceptance test, training, etc. after the arrival of consignment or before dispatch of equipment:

Sr. No.	Activity	Time Frame
1	Site Preparation (if required)	
2	Installation & Commissioning	
3	Acceptance Test	
4	Training	
5		

Place : _____

Signature of the Supplier : _____

Date : _____

CHAPTER 4

SPECIFICATIONS, ALLIED TECHNICAL DETAILS AND SCOPE OF SUPPLY

BRIEF DESCRIPTION OF GOODS/SERVICES: SUPPLY & FIXING OF FUME HOOD – 09 NOS. COMPLETE SS 316 CHEMICAL LABORATORY FUME HOOD 6 FT.

I. Complete Specifications:

Specifications

Type& Design: Auto Bypass Type Chemical Fume Hood for Non-AC Lab with Aerodynamic Control; Floor Mounted; European Design Standard (EN-14175-2003), Low Noise Level

Body: Stainless Steel 316 Grid Pipe (Dia > 12.0 mm) Based Design with Four Wheel System. Construction of structure with SS 316 (~ 2.0 mm thickness); Inner wall construction should be Chemical, Heat, Fire, Flame, and Corrosion Resistant, Smooth Finish; Chemical resistant splash & spillage proof Black Granite' worktop (~17 mm thick) with skirting of 15 mm from all sides for no chemical spillage

Work space: Inside Fume Hood Working Area Dimension with 5 ft W x 2.5 ft D x 4 ft H with Vertical rising sash made up of safety glass (> 5mm)

Baffle Design: Interstitial 3 suction points for effective suction of light, normal & heavy fumes with baffle ceiling enclose front and sides arrangement

Blower: Centrifugal blower Chemical & heat resistant body, Aerodynamically balanced impeller with auto drain system (suction capacity: 2750 to 3000 cfm).

Exhaust system: 3-phase, 440 volts 1 HP Motor Kriloskar or equivalent with total fitting system (chemical resistant pvc ducting), installation site: On 2nd floor roof top (approx. 50 feet) with rain guard. Provide all units platform for motor and blower with rain guard structure. With built in Electrical Starter.

Chemical resistant Base Storage Cabinet: Separate Acid and base storage cabinet in lower section of 2.5 ft x 2.5 ft D x 2 ft H (double door with adjustable shelves & Lock) made up of 8 mm SS 316 thickens/partition with highly corrosion resistant epoxy coating ; Light suction points connected with exhaust duct for both storage cabinets.

Electrical fittings: 6/16A 3-pin socket# 6 (three each side panel), MCB#1, Light Swith#2; Fluorescent light#2, Gas proof fitting;

Other fittings and works: Top Branded Valves & Regulator for Water, Nitrogen, Air and Vacuum (Color Coded Valves for fine control); One Small round (approx. 6" dia) Sink system (SS 316) with Silicon Sealant on back right side of work top;

Pipe Fittings:

- i) Ground Floor (4 Adjacent Labs) to 1st Floor (1 Lab) compressed air line for all units. (Provide Quotation of Air Compressor as an optional item)
- ii) Inlets for Vacuum Line, Nitrogen Line, Water Line for all fume hood in a room.

II. Installation, Warranty and Other Specific Instructions:

Complete Site Installation including Motor platform on roof top, Duct/Pipe and Gas line fittings. Minimum One year warranty on mechanical/electrical component. Additional warranty charges/ AMC Charges must be specified in the quotation.

III. Technical Qualifying Criteria: (Necessary Certificates / Undertaking to be furnished):

Vendors who have supplied and installed similar equipment in last three years are eligible to quote, copies of completion report to be attached.

IV. Scope of Supply

Scope of Supply includes the following:

- (i) Supply of the equipment / system as specified above
- (ii) Installation & Commissioning
- (iii) Demonstration to be arranged by supplier after completion of work.
- (iv) On site comprehensive Warranty as specified below

V. Installation, Commissioning & Acceptance Test

The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the equipment is installed at Purchaser's site in the presence of supplier's representatives. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified. In the event of the ordered item failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser. Successful conduct and conclusion of the acceptance test for the installed goods and equipment shall also be the responsibility and at the cost of the Supplier.

VI. Incidental Services:

- (i) On site Comprehensive Warranty:
 - a) The warranty shall remain valid for Thirty Six (36) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination or for Forty Two (42) months after the date of shipment from the port or place of loading in the country of origin, whichever period concluded earlier.
 - b) Down-time call attendance should be within 48 hrs.
 - c) In case the Equipment / System remains non-operational for more than 7 days then warranty period will be extended for the equivalent period for which Equipment / System remained non-operational. Warranty extension in such case shall be done without prejudice to any other Term & condition of the contract.

VII. Delivery Schedule

Two Months

VIII. Commercial evaluation of Offer

The Offer will be treated as incomplete if Supplier has not quoted for all the components given in scope of supply and the incomplete Offer will be rejected. The Supplier should also quote for all incidental services. The Offer will be commercially evaluated for the components in the scope of supply.

PRICE SCHEDULE FOR GOODS BEING OFFERED FROM INDIA

Name of the Bidder: _____ TENDER NO.: _____

1	2	3	4	5	6	7	8	9	10	11
Sl No	Item Description	Country of Origin	Unit	Quantity	Unit Price EX- Works, Ex- Wareho use, Ex- Showroo m, Off the shelf price (inclusiv e of all taxes already paid)	Total Price EX- Works, Ex- Wareho use, Ex- Showroo m, Off the shelf price (inclusiv e of all taxes already paid) (5x6)	VAT & Other taxes like Excise Duty payab le, if contra ct is award ed	Packing & Forward ing up to Station of Dispatc h, if any	Charges for Inland Transporta tion, Insurance up to Site	Installation Commissio ning and training Charges, if any
			nos	9						

Total Bid Price in INR: _____ (in figures)
In words: _____

a. The cost of Optional Items shall be indicated separately.:

b. Cost of Spares, if any: _____

Signature of Bidder

Name: _____

Business
Address: _____

PAN No: _____

TIN No: _____