# NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA, SURATHKAL

### CENTRAL RESEARCH FACILITY

POST SRINIVASNAGAR, MANGALORE - 575 025 (D K)

Phone: (0824) 2474000. Fax: (0824) 2474033 **E- mail: info@nitk.ac.in Website: http://www.nitk.ac.in** 



# **TENDER DOCUMENT**

Tender Notification No: NITK/CRF/XRD/04 Date: 08/04/2019

Name of Goods : X-Ray Diffractometer with Accessories

Estimated amount put to Tender : 2,10,00,000/- INR

EMD Amount (2% of estimated value) : 4,20,000/- INR

Time for Supply of item : 4 month after release of Purchase order

Last Date and Time for submission of tender: 06/05/2019 before 3:00 PM

Address for Submission of Tender : Dr. M. R. Rahman

Department of Metallurgical and Materials Engineering National Institute of Technology Karnataka, Surathkal P.O: Srinavasnagar, Surathkal, Mangalore, 575025

Mobile No.: 9620169801 Email: rizwan.mme@gmail.com

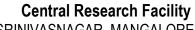
Purchase officer Name and Contact (Related to purchase inquiry)

: Pritam Bansod Ramesh, Assistant Registrar (Purchase) Phone: +91-824-2473993 Email: <u>pritambansod@nitk.ac.in</u>

Date of opening of technical bid : 10/05/2019 4:00 PM (If Possible)

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### NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA, SURATHKAL



POST SRINIVASNAGAR, MANGALORE – 575 025

Phone: (0824) 2474000 Fax: (0824) 2474033 E- mail: info@nitk.ac.in Website: http://www.nitk.ac.in

Tender Notification No: NITK/CRF/XRD/04

### **NOTICE INVITING TENDER (NIT)**

The National Institute of Technology Karnataka, Surathkal (in short – NITK, Surathkal) is an autonomous institute under Ministry of HRD Govt of India imparting Technical Education and engaged in Research Activities. It is proposed to procure equipment for Central Research Facility.

Sealed Tenders are invited for the following items in <u>two cover system</u> (i.e., Technical bid and financial bid) subject to the following terms and conditions, from the reputed manufacturers or it's authorized dealers so as to reach this office on or before scheduled date and time. The tender (Technical bid) will be opened on the same day if possible, in the presence of bidders or their authorized agents who may choose to be present. The financial bid of only such bidders whose technical bid is accepted shall be opened on the same day or later pre-informed date.

1. Name of Goods : X-Ray Diffractometer with Accessories

2. Estimated Cost : 2,10,00,000/- INR

3. E M D : 4,20,000/- INR

(2% of estimated value)

4. Time for completion of Supply after Placing Purchase Order: 4 months

5. Last date and time for submission of Tender : 06/05/2019 before 3:00 PM

6. Tender to be submitted at the following address : Dr. M. R. Rahman

Department of Metallurgical and Materials Engineering National Institute of Technology Karnataka, Surathkal P.O: Srinavasnagar, Surathkal, Mangalore, 575025 Mobile No.: 9620169801 Email: rizwan.mme@gmail.com

Date: 08/04/2019

7. Place, Date and Time of opening of technical bid : 10/05/19 4:00 PM (If Possible)

Note: Institute shall not be responsible for any postal delay about non-receipt /non delivery of the bids or due to the the wrong addressee.

Sd/[Signature of Chairman, CRF]

### **SECTION 1: INSTRUCTION TO BIDDER (ITB)**

- 1. The bid should be submitted in two cover system (sealed)-Technical Bid and Financial Bid
- 2. <u>Technical Bid</u>: Documents related to the Technical Bid should be submitted in sealed envelope and duly super-scribed as "Envelope No. 1 Technical Bid". Full name and address of the bidder should be mentioned on the envelope and should be addressed to The Director, NITK, Surathkal
- 3. The Technical Bid should contain the following documents:
- a) Compliance statement of specifications as per Annexure-'A'.
- b) License certificate for manufacture /supply of the item & Factory license
- c) Agreements / Purchase Orders / Completion certificates if any, for similar items to other Universities, Institutes, and Government Department/Undertakings/Public sectors the details of such supplies for the preceding three years should be given together with the prices eventually or finally paid with contact details of persons as per **Annexure –'B'**.
- d) List of Owner/partners of the firm and their contact numbers (Bidder Information)
- e) Declaration of abandoned or suspended any awarded service & Blacklist Certificate. Annexure 'C'
- f) Integrity Pact (for procurements above Rs1.0 Crore (Rs10.0 Million). Annexure 'D'
- g) Copy of GST certificate & PAN No.
- h) Catalog of the Product with detailed product specifications.
- i) Undertaking that the successful BIDDER agrees to give a Performance Security amounting to 10% of the purchase order value in favor of "The Director, NITK Surathkal".
- j) The copy of the Balance sheet, Profit & Loss A/c., Trade or Manufacturing A/c for the last 3 years should be enclosed and the turnover must be 30% of the estimated cost.
- **k)** Duly filled in checklist should be submitted along with the Technical Bid.
- I) Contract form given in Section 5 need to be submitted.
- m) EMD must be in the form of Bank Guarantee (ANNEXURE –G) / Fixed Deposit Receipt / Demand Draft. It will be valid for 180 days from the date of opening of the tender. The firm registered with MSME/NSIC will be exempted from submission of EMD. Intended parties will have to give proof of registration along with their tender. EMD of the unsuccessful bidders shall be refunded without any interest at the earliest after finalization of the purchase of the concerned item.
  - i) The EMD will be returned to the BIDDERs(s) whose offer is not accepted by NITK within one month from the date of the placing of the purchase order(s) on the selected

BIDDER(s). In case of the BIDDER(s) whose offer is accepted the EMD will be returned on submission of Performance Security in the form of Bank Guarantee (BG). However, if the return of EMD is delayed for any reason, no interest/penalty shall be payable to the BIDDERs.

- ii) The successful BIDDER, on the award of contract/order, must send the contract/order acceptance in writing, within 15 days of award of contract/order failing which the EMD will be forfeited.
- iii) The EMD shall be forfeited in case a successful BIDDER fails to furnish the Performance Security.
- 4. <u>Financial bid</u>: The bidders should submit their financial bid as per the format given in Section 4 of the Notice Inviting Tender in the sealed envelope. This envelope should be duly superscribed as "Envelope No. 2 Financial bid". Full name and address of the bidder should also be mentioned on the envelope and should be addressed to The Director, NITK, Surathkal

After evaluation of technical bid, the technically successful bidder shall be intimated to witness the opening of their financial bid along with date, time and venue through e-mail. Financial bid of only those bidders' will be opened who are declared "Technically Successful or Technically Responsive".

Note that both the sealed envelopes, No. 1 and 2, should be submitted in a single sealed envelope duly superscribed with the following details.

(i) Tender Notification Number (ii) "Tender for the supply of......" (iii) Not to Open before (Date and Time)

Mention "Kind Attention: Contact Person's Name and Phone Number", and submit at the address given in the Notice Inviting Tender.

#### 5. Bid Evaluation:

On the due date, the Technical bids will be opened and referred to the Purchase Committee which is duly constituted by the Director, NITK. The committee will go through the technical aspects of the tender and recommend shortlisted firms. The recommendation of the committee is final and binding on all the parties. The committee may visit the manufacturing site to assess the capabilities to manufacture the tendered items as per the specifications. In case of any remarks /default noted, the EMD will be forfeited even if pre-qualified.

### 6. Quoting of Price(s):

a. Indian bidder should quote firm prices in Indian rupee only unless otherwise specified elsewhere in this tender. Prices quoted in any other currency shall not be considered.

- b. In case of Global Tender, Price quoted should be in Indian Rupees /US Dollar / Euro / Pound Sterling / Yen or in a currency under Reserve Bank of India's notified basket of currencies and must include delivery at NITK, Surathkal including loading/unloading.
- c. For the purpose of price evaluation, if the bid is submitted in Foreign Currency, then the bid price shall be converted to Indian Rupees as per the RBI Exchange Rate prevailing on the day of opening of the price bid.
- 7. The Bid will be accepted only from the manufacturers (OEM) or its authorized supplier.
- **8.** The incomplete or conditional tender will be rejected.
- **9.** The Institute reserves the right to cancel at any time after acceptance of the tender with a notice. The Supplier shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which might have derived from the execution of the supply.
- 10. Performance Security The successful bidder shall deposit a performance security of 10% of the quoted price in the form of Bank Guarantee (ANNEXURE -G) / Demand Draft / Fixed Deposit Receipt of any scheduled bank drawn in favour of the Director, NITK Surathkal, Mangalore payable at Mangalore. In case the bidder fails to deposit the said performance Security within the stipulated period, including the extended period if any, the Earnest Money deposited by the bidder shall be forfeited automatically without any notice. Please note the following points:
  - a) Successful bidder should submit performance Security as prescribed above to the Purchase Section, NITK Surathkal, on or before 30 days from the date of issue of order acknowledgment.
  - b) Performance Security shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful bidder and the purchaser under the terms and conditions of acceptance to tender.
  - c) The successful bidder is entirely responsible for the due performance of the contract in all respects according to the terms and conditions of the tender.
  - d) The validity of the Performance Security must cover the warranty period plus two months.
  - e) In case of imported goods, the Indian agent has to furnish Performance Bank Guarantee in Indian Rupees only from Scheduled Bank.
- **11. The validity of bids:** The rate quoted should be valid for a minimum of 180 days. No claim for escalation of the rate will be considered after opening the Tender.

- **12.** Warranty / Guarantee & On-site skill support: On-site comprehensive warranty will be effective from the date of successful installation and commissioning. The OEMs/Authorized Distributors and Dealers must attach a certificate of sales and service facilities, escalation support for on-call service or station engineer etc.
- **13. Imports**: In case, equipment is to be imported, the Indian agent should furnish authorization certificate by the principles abroad for submission of the bid in response to this Notice Inviting Tender.
- **14. Clarification of Tender Document:** A prospective bidder requiring any clarification of the Tender Document may communicate to the contact person given in this notice inviting tender. The contact person will respond to any request for clarification for the Tender Document received not later than 5 working days prior to the last date for the receipt of bids.
- **15. Amendment of Tender document:** At any time prior to the last date for receipt of bids, Institute may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender document by an amendment. Further, Institute may at its own discretion extend the last date for the receipt of bids.
- **16.** The bids shall be written in English language and any information printed in another language shall be accompanied by an English translation, in which case for the purpose of interpretation of the bid, the English translation shall govern.
- **17.** The Institute reserves the right of accepting any bid other than the lowest or even rejecting all the bids. The decision of the Purchase Committee is final in all matters of tender and purchase.

#### 18. Cancellation of Tender:

Notwithstanding anything specified in this tender document, NITK Surathkal in its sole discretion, unconditionally and without having to assign any reasons, reserves the rights:

- a) To accept OR reject lowest tender or any other tender or all the tenders.
- b) To accept any tender in full or in part.
- c) To reject the tender offer not conforming to the terms of the tender.
- d) To give purchase preference to Public Sector undertakings when applicable as per Govt. Policy/ Guidelines.

- 19. Delivery Period: The Delivery Period/Time shall be deemed to be the essence of the Contract and delivery must be completed not later than such date(s). If the Supplier does not perform its obligations within the Delivery Period/Date mentioned in the Contract, the same would constitute the breach of the Contract and the Institute shall have the right to cancel or withdraw the Contract for the unsupplied portion after the expiry of the original or extended delivery date or period stipulated in the Contract. Such cancellation of contract on account of non performance by the Supplier would entitle the Buyer to forfeit the EMD / Performance Security besides other actions such as debarment from the Institute as per GFR 2017.
- 20. Liquidated Damages: Timely delivery is the essence of contract and hence if the Supplier fails to deliver Goods within the original/extended delivery period(s) specified in the contract, the Institute will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 1% per week or part of the week of delayed period as pre-estimated damages not exceeding 5% of the contract value without any controversy/dispute of any sort whatsoever.

### 21. Terms of Payment:

- Payment within 30 days from the date of delivery and & Acceptance Certificate of concerned Department / Section / Purchase Section.
- b. Payment shall be made by Cheque or such other mode / electronic fund transfer offered by the Bank. NITK, Surathkal will not pay advance payment to party. Any request for Advance payment will be rejected summarily. In case if it is necessary, the advance payment will be paid strictly against Bank Guarantee only.
- c. Payment will be made by Standard Payment terms and conditions of NITK, Surathkal as per tender document only. Any request for a change in payment terms and conditions will not be accepted.
- d. If the above conditions are not acceptable then tender will be rejected.
- 22. Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bid as to the nature of the installation site, the means of access to the site and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the installation to be done and local conditions and other factors having a bearing on the execution of the bid.

- 23. If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the bidder.
- **24.** The rate quoted by the bidder **shall be firm throughout the contract** period and there shall be no revision of the rates for any reasons whatsoever. It should be clearly understood that any claim for changes will not be entertained in any case once the bids are opened.
- 25. One bid per bidder: Each bidder shall submit only one bid either by himself or by representing a firm.
- **26. Cost of bid**: The bidder shall bear all costs associated with the preparation and submission of his bid. The Institute in no case shall be responsible or liable for those costs.
- 27. The bidder shall not make or cause for any alteration, erasure or obliteration to the text of the tender document.
- 28. The Institute will declare a bidder ineligible, either indefinitely or for a specified period of time, at the sole discretion of the Institute, for the award of contract/ participating in any other tender, if at any time the Institute determines that he has furnished false information/ engaged in corrupt or fraudulent practices.
- **29.** If any overpayment is detected as a result of the post-payment audit, it shall be recovered by the Institute from the Supplier out of his Performance Security.
- **30. Determination of successful bidder**: The technically qualified bidder whose offer is evaluated as the **lowest total bid** shall be the successful bidder subject to its meeting the statutory requirements.
- **31. Price variation:** The rate quoted by the bidder shall be firm throughout the contract period. No price variation clause is applicable to this contract.

#### 32. CANVASSING:

- a) Canvassing in connection with tenders is strictly prohibited and the Tenders submitted by the Tenderers who resort to canvassing shall be liable to rejection.
- b) Subject to the provisions concerning clarification of Bids, no Bidder shall contact the purchase committee on any matter relating to its bid from the time of the bid opening up to the time that the contract is awarded.
- c) Any effort by the Bidder or Bidder's representative however described to influence the purchase committee in any way concerning scrutiny, consideration, evaluation of the Bid(s) or decision concerning award of contract shall entail rejection of Bid and action against the bidder as deemed fit.
- d) The purchase committee-will deal with the Bidder on a Principal basis, without involvement in any manner in India or abroad of any agent or consultant or associate or other person howsoever described.

<ul> <li>a) Any bid received on or before specified time and date (including any extension(s) accepted and late submission of the bids will be declared as "Late" and shall be rejected.</li> <li>b) Unopened "Late Bid" shall be returned to the bidder in due course.</li> </ul>		эе
34. Legal Matter: All Domestic and International disputes are subject to Mangalore Jurisdiction only		
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### **SECTION 2: CONDITIONS OF CONTRACT.**

- 1. The rate quoted should be FOR NITK, Surathkal for Indian supplier.
- 2. In case of import CIF rates should be quoted. All components of expenditure to arrive by air at Bangalore need to be explicitly specified. If shipped by sea, nearest sea port is Mangalore/Chennai. In both cases, the item should be landed at NITK Surathkal and this responsibility is with the bidder.
- 3. The institute is eligible for customs duty / GST exemption.
- 4. The rate quoted should be on per unit basis. Taxes and other charges should be quoted separately, considering exemptions, if any.
- 5. Rate quoted should be inclusive of Testing, Commissioning and Installation of Equipment and Training.
- 6. Payment: No advance payment will be made. Payment will be made only after the supply of the item in good and satisfactory condition and receipt of performance security by supplier.
  In case of Imports, the payment will be made through LC. Performance security needs to be submitted at the time of LC commitment.
- 7. Guarantee and Warranty period should be specified for the complete period conforming to the section 3 of this tender document.
- 8. Period requirement for the supply and installation of Equipment should be specified conforming to the Section 3 of this tender document.

### SECTION 3: SCHEDULE OF REQUIREMENTS, SPECIFICATIONS AND ALLIED DETAILS

[To be filled up by the Department / Center of NITK, Surathkal]

Item(s) Name to be Procured :X-Ray Diffractometer with Accessories

Type (Equipment / Software / Furniture / Others) : Equipment

Brief Specifications of the Item(s)

: Please find in Annexure-H

(Attach Additional Sheet if necessary)

Quantity : One

Any other details / requirement : None

Warranty Period (in months) : 36 Months

Delivery Schedule expected after release of Purchase order

(in Weeks) : 16 Weeks

**EMD** : 4,20,000/- INR

(2% of estimated value)

Performance Security to be given

by Successful Bidder after release of : 10 % of Purchase order value

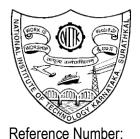
Purchase Order (in Rupees)



# NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA, SURATHKAL

# SECTION 4 - PRICE BID (for indigenous Supplies) [To be used by the bidder for submission of the bid]

Re	ference	Number:							Date:
	S. No.	Description of the Item and Specification	Qty. in Units	Unit Price (Rs.)	Discount %	Excise/Customs Duty %	GST (%)	Other charges if any (please specify details)	Total Price (Rs.)
2.   3. a   P	1. Delivery Mode: Delivery at NITK Surathkal, at the site only.  Total Bid Price in the above column should be inclusive of all taxes and levies transport, loading, unloading etc. Delivery Period:								
G	GST Registration No.:								
Se	Seal and Signature:								
No Pl		Business Address:e Bid should be submit				n/extra items abo	ve format may b	e typed and used	l.



## NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA, SURATHKAL

# **SECTION 4 - PRICE BID (for Imported Supplies)**

[ To be used by the bidder for submission of the bid]

S. No.	Description of Items & Specifications	HSN/SAC Code	Quantity in Units	IGST %	Price basis (CIF)	Total Bid Price

Installation and Commissioning Charges
(if any, quote in INR)

Agency Commission (if any quote in %)

Other Charges (please specify details)

Grand Total

# HSN Code: Harmonised System of Nomenclature Code no. and # SAC Code: Service Accounting Code no.

Price Bids will be compared considering 3 a) or b). NITK reserves the right to consider 3 a) or 3 b) for price comparison.

2. Mode of Shipment:	80 days from the date of submission of the quotation or tender.
Place:	

Date:

### SECTION 5: CONTRACT FORM

### [To be provided by the bidder in the business letter head]

- 1. (Name of the Supplier's Firm) hereby abide to deliver by the delivery schedule mentioned in section 3 tender document for supply of the items if the purchase order is awarded.
- 2. The item will be supplied conforming to the specifications stated in the tender document without any defect and deviations.
- 3. Warranty will be given for the period mentioned in the tender document and service will be rendered to the satisfaction of NITK, Surathkal during this period.

Signature of the Bidder:	
Name and Designation:	
Business Address :	
Place:	Seal of the Bidder's Firm

Date:

# <u>ANNEXURE – A</u>

# **Compliance Statement of Specifications**

S.No.	Name of specification/Part/Accessories of tender enquiry	Specifications of the quoted Model / Item	Compliance Whether YES or NO	Deviations if any to be indicated in unambiguous terms

Signature and Seal of the Bidder

# **Previous Supply Orders Executed**

Name of the firm:
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Order placed by [Full address of the purchaser]	Order No. and Date	Order Value	Specified Delivery Date	Actual Delivery Date	Remarks indicating reasons for late delivery, if any and justification for the price difference of their supply order and those quoted to us	Has the equipment been installed satisfactorily?	Contact person along with telephone, mobile number, fax, and E-mail address

Signature and Seal of the Bidder

# FORMAT OF DECLARATION (To be submitted on Letterhead)

I / w	e Mr./Ms,	working as	_, S/o/ of Mr. (designation) f	or	aged about (name a	and address of	years, the biddi	resident of ng agency).
I solem	nly affirm and	state as under						
2. 3.	declaration. That the firm of any organ That the firm tenders by a	n M/s (compl ization/ departn n M/s (compl ny organization	/proprietor of ete address of the nent so far/ during lete address of the department so far acts stated above	ne firm) has g the previou ne firm) has ar/ during th	not abandone is five financia not been bla e previous five	ed or suspende al years. cklisted/ debar e financial year	ed any corred for cors.	ontract work
						Seal and	Signatur	e of Bidder

# **INTEGRITY PACT AGREEMENT**

(To be signed by the bidder/ same signatory authorized to sign the relevant contact)

This Integrity Agreement is made at Surathkal on this day of20						
BETWEEN						
National Institute of Technology Karnataka, Surathkal, an Institute of National Importance (under NIT Act -2007) represented through the Registrar, NITK, Surathkal (hereinafter referred as the 'Buyer', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)						
AND						
(Name and Address of the Individual/firm/Company)  Through						
Preamble						
WHEREAS <b>NITK Surathkal has</b> floated the Tender (Tender No						
[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 witness as under:						
Article 1: Commitment of NITK Surathkal						
ii. <b>NITK Surathkal</b> commits to take all measures necessary to prevent corruption and to observe the following principles:						
Seal and Signature of the bidder Registrar, for NITK Surathkal						

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- (a) No employee of NITK Surathkal, 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.
- (b) NITK Surathkal will, during the Tender process, treat all Bidder(s) with equity and reason. NITK Surathkal 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.
- (c) NITK Surathkal shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- iii. If NITK Surathkal obtains information on the conduct of any of its employee which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, NITK Surathkal 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) adheres to the highest ethical standers, 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 through the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commit himself to take measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contact 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 Contractor.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into an 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 offense under the relevant IPC/PC 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

- d. part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- e. The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and address of agents/representatives in India if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and address of foreign agents/representatives if any. Either the Indian agent on behalf of the foreign principals or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he 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.
- f. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- iv. The Bidder(s)/Contractor(s) will not instigate third persons to commit offenses outlined above or be an accessory to such offenses.
- v. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful 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.
- vi. 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, there 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 NITK Surathkal 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 Bidders/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

If the Bidder(s)/Contractor(s), either before awarded 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 day notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determinate the Contract - if already executed, or exclude the Bidders/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 NITK Surathkal.

- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If NITK Surathkal has disqualified the Bidder(s) from the tender process prior to the award of the Contract or terminate/determinate the Contract or has accrued the right to terminate/determinate the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to NITK Surathkal, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Security of the Bidders/Contractor.
- 3) **Criminal Liability**: If NITK Surathkal obtains knowledge of conduct of 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 Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, NITK Surathkal will inform the same to law enforcing agencies for further investigation.

### **Article 4: Previous Transgression**

- The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company
  in any country conforming to the anticorruption approach or with Central Government or State
  Government or any other Central/State Public Enterprises in India that could justify his exclusion from the
  Tender process.
- 2) If the Bidder makes an 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 Bidder/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidders/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 12

Seal and Signature of the bidder

Registrar, for NITK Surathkal

months after the completion of work under the contractor 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, under it is discharged/determined by the Competent Authority of NITK, Surathkal.

### **Article 7: Other Provisions**

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is **Mangaluru**, the Headquarters of NITK Surathkal, 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 intensions.
- 5) It is agreed on term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action was 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 RIGHTS**

Place: Surathkal.

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/ 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/Contract 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 mention	ned in the presence of following witnesses:	
(For and on be	ehalf of NITK Surathkal)	(For and on behalf of bidder/ contractor)
1.	(Signature, name, and address)	
2.	(Signature, name, and address)	

Dated:

### Format for Bank Account details of the bidder

Complete address	
Contact number	
Email address	
Bank Account details:	
Bank name	
Branch name	
MICR number	
Account type	
Account Number	
Please re-type Account number again	
IFSC code of the Bank	
	JL

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the Institute responsible for this.

I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme.

Seal and signature of the bidder.

### Certification from the banker:

Name of the account holder (bidder)

Certified that the particulars furnished above are correct as per our records.

Seal and signature of the authorized officer of the bank.

### FORMAT FOR PERFORMANCE GUARANTEE BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT MANGALORE OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT MANGALORE OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT MANGALORE. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.)

To,
Registrar,
National Institute of Technology Karnataka,
Srinivasnagar P.O., Surathkal
Mangalore – 575025  LETTER OF GUARANTEE
WHEREAS National Institute of Technology Karnataka (Buyer) have invited Tenders vide Tender  No
NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the equipment / machinery, etc. this Bank shall pay to National Institute of Technology Karnataka, Surathkal on demand and without protest or demur Rs
We,
Notwithstanding anything contained herein:
Our liability under this Bank Guarantee shall not exceed Rs (Indian
Rupees only).
2. This Bank Guarantee shall be valid up to(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if National Institute of Technology Karnataka (NITK) Surathkal serve upon us a written claim or demand on or before(date).
This Bank further agrees that the claims if any, against this Bank Guarantee, shall be enforceable at our branch office at (Address of local branch).
Yours truly, Signature and seal of the guarantor: Name of Bank & Address: Date:

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

### FORMAT FOR EARNEST MONEY DEPOSIT / BID BOND

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

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

### LETTER OF GUARANTEE

То			
Regist			
	onal Institute of Technology Karnataka,		
	ivasnagar P.O., Surathkal ngalore – 575025		
J	IN ACCORDANCE WITH YOUR TENDER for supply of		
	reinafter called the "Bidder") having its Registered Office at		
Guara	for the supplyrantee against Earnest Money Deposit for an amount of Rs	as (Runees	) valid ur
said b bidder within	ue of Bank Guarantee), is required to be submitted by the bidded bid, which amount is liable to be forfeited by the Purchaser on ler within the validity period, (2) Non acceptance of the Letter of Ir in the validity period, (3) failure to execute the contract as paractual delivery period and (4) on the happening of any contingent	(1) the withdrawal or r ndent / Purchase order per contractual terms a	evision of the offer by the by the Bidder when issued and condition with in the
During	ing the validity of this Bank Guarantee :		
·	We,(Bank name) having the registered Office undertake to pay immediately on first demand by NITK Sur		
	and take to pay immediately on mot defining by thirt ear	·	` .
	reservation, protest, demur and recourse. Any such deman and recourse. Any such demand made by the purchaser sha	•	
	or difference raised by the Bidder.		
	The Guarantee shall be irrevocable and shall remain valid up of Bank Guarantee) If any further extension is required, the		
	receiving instruction from the Bidder, on whose behalf the is		i to such required period on
Notwi	withstanding anything contained herein :		
	* Our liability under this Bank Guarantee shall not exceed Rs     * This Bank Guarantee shall be valid up to		
	* We are liable to pay the guaranteed amount or any part the		,
	only if you serve upon us a written claim or before		arantoo only and
	Bank further agrees that the claims if any, against this Bank Gua(Address		ble at our branch office at
		Yours truly,	
		ire and seal of th	е
	<del>y</del>	tor: Name of Bank:	
	Addres Date:	S:	

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

## **Detailed Technical Specifications**

Sl. No.	Item	Technical Specification		
1.	X- Ray	generator based on high frequency technology with following specifications		
	Generator	A. Maximum output power : 3.0 kW or More		
		B. Maximum high voltage : 15-45 kV or More (should be possible to set in incrementally)	ent of	
		C. Maximum anode current : 2-50 mA or more (should be possible to set in increme 1mA)	ent of	
		D. Output Stability $\pm 0.01\%$ (for 10% power fluctuations)		
		E. Control: Fully controlled through Windows based PC software. User could able to set the control of the contr	tha	
		•	uie	
		voltage and current using the software loaded on the PC.  Safety: Abnormal cooling water flow, pressure and temperature detection, abn	normal	
		generator overload detection, leak current breaker, shutter malfunction detection. Opti-		
		X-ray power manual and auto start-up / shutdown.		
		G. Maximum X-ray safety should be guaranteed and ensured with maximum radiation significantly below 1 micro-Sievert/hr on 10 cm distance under measurement conc along with necessary fail-safe safety circuits. Radiation Safety Declaration / certificate	ditions	
		submitted.		
		H. This should be demonstrated after installation.		
		I. The Instrument should have Type Approval from AERB for operation in India.	Type	
		approval certificate to be provided along with technical bid. This certificate is a	basic	
		requirement for considering technical bid responsiveness.		
2.	X-ray Tube	A. Cu anode X-ray tube with Metal Ceramic Insulation & with suitable Kβ filter,		
	-	B. 1800 W or more operating power with rating of 45 kV or more and 50 mA or better.		
		C. The x-ray tube to facilitate rotation from line to point focus and vice versa. Or any	other	
		mechanism to create line to point beam or optics.		
		D. It should have automatic high voltage protection. Vendors to specify the X- ray	y tube	
		parameters in details.		
		E. The system should have requisite cooling system - external chiller / heat exchanger e	etc. for	
		smooth and stable running. The external chiller should be quoted from branded con	mpany	
		such as Hyfra, Polyscience, irtechnology, or Werner Finley.		
		F. The system should also be able to work with other X-ray sources like Mo, Co, Fe, or C	r.	
3.	Optics for	A. Suitable Incident beam Motorized variable divergence slit facilitating measurement fr	rom as	
	General B-B	low as 0.5 deg onward and going up to higher angles should be provided.		
	Geometry	B. Necessary Motorized variable Anti-Scatter slits & Motorized/Manual variable Soller	Slit of	
	Diffraction	minimum 2 suitable size for incident beam to be provided.		
	Studies & Thin	C. Suitable Motorized variable Diffracted beam receiving Slits (if required), Mot		
	Film Analysis.	Variable Anti-Scatter Slit & Motorized/Manual Variable Soller Slit of minim	num 2	
		suitable sizes for detector shall be provided.		
		D. Beam knife for low angle measurement should be provided.		
		E. High Intensity monochromatic multigraded curved mirror system in the incident bear		
		copper radiation) for thin film analysis should be provided and suitable diffracted optics.	beam	
4.	Goniometer	A. Goniometer should be of vertical type theta-theta geometry with scanning radius: min	nimum	
		240 mm or more. There should be no need for alignment or auto aligned when more	unting	
		alignment and demounting of any accessories.		
		The goniometer should have further the following features.		
		i). Angular accuracy value: < 0.005 deg.		
		ii). Angular range: 360° or better with minimum usable range with accessories:		
		a) Two Theta range of -10 to 160 degree or better in the reflection mode		
		b) The system should also work in the transmission mode also where the source is on		
		the top and the detector below scanning of scanning range 0 to 70 degree.		
			Scan speed: $0.02^{\circ}$ - $100^{\circ}$ per min or better	
1		iv). Slew speed 500° per min or better.		
		v). Angular reproducibility: 0.0002 deg. (or better)		
		vi). Minimum step size: 0.0001° or better		
		vii). Linearity: $\pm 0.01$ deg. Two theta trough out the angular range of Goniometer with NIS'	Т	

		traceable SRM sample.
5.	Detector	A. A. Solid State technology based detector for diffraction and scattering application with capability of working in 0 D, 1D, 2D mode & Static and Scanning Mode of operation with highest count rate capabilities and best angular resolution with exceptional suppression capability of sample fluorescence for improving the peak-to-background ratio. The conversion from 0D, to 1D to 2D should be software based and should not involve realigning of the detector. For measurement of samples containing rich amount of Fe, Mn, Ni, the detector should be able to work with energy discrimination without the need of filters and monochromators.
		B. Detector should be maintenance and calibration free and should NOT require any type of
		<ul> <li>gas.</li> <li>C. Detector with a dynamic range/maximum global count rate of 1×10<sup>8</sup> CPS (or better).</li> <li>D. Detector should have linearity of 97% at 1×10<sup>8</sup> CPS or more.</li> </ul>
		<ul> <li>E. Pixel size of detector preferably 100 μm or better.</li> </ul>
		F. The total Number of Pixels/Channels should be 36,000 or better. At least 90 pixels in any one direction (X or Y direction). 98% of the channels/pixels should remain active for minimum 5 year from start of use. In case, more than 3% of pixel/channel found dead within this period supplier has to replace with a new detector FREE of cost.
		"Active area of the detector should be equal to or more than 190 mm square or better". In case, more than 3% of pixel/channel found dead within this period supplier has to replace with a new detector FREE of cost.
		G. Detector should have high angular coverage of 3.0 degree or better at radius 240 mm or more.
		H. The best achievable resolution (FWHM) produced by offered detector with LaB6 / Alumina corundum NIST SRM Should be less than 0.030 deg or better & to be mentioned with documentary proof.
		I. Detector should have energy discrimination function to remove fluorescence from the sample.
		J. Detector Energy resolution: It should offer excellent energy resolution making K beta filters redundant and help high speed data collection and compared to the conventional point detector with Ni $k_{\beta}$ Filter or equivalent arrangement to attend good resolution in the entire
		beam path.  K. The quotation should contain all authentic documents and technical details from the original detector manufacturer for the quoted detector.
		L. It should offer good angular resolution and perfect profile shapes and operable for all kinds of radiations ex. Cu, Co, Cr, Fe & Mn.
6.	Sample Stage and Sample	A. Computer controlled rotating sample stage with ability to control & vary the rotating speed for orientation studies with suitable motors.
	Holder:	B. Sample holder of PMMA or steel type/ or Glass type or Aluminum type in circular or square type for both spinning and non-spinning stage sample holder. At least 6 No's must be
		provided for spinning sample holder and 20 No's for non-spinning type sample holder.  C. Silicon zero background sample holders to hold small sample size (150mg) – flat and/cavity type or equivalent, 2 No's each should be supplied which can be used with rotating sample stage.
7.	Software	A. The system should have provision for interfacing with computer and data analysis software should be capable of simultaneous data collection and carry out the analysis with minimum 5 multi user protected licenses for independent systems. Software should have facility for remote operation and diagnostics of the instrument. Diffraction data are processed by automated 'search-match' software which makes use of the International Centre for Diffraction Data PDF-2 + database (2019 edition Academic) and free COD.
		B. Highly integrated software from XRD manufacturer employing various profile fitting techniques for working on below applications should be offered under options.
		<ul><li>C. Single Line Fitting up to Whole Powder Pattern Fitting.</li><li>D. Whole Powder Pattern Indexing</li></ul>
		<ul> <li>E. Indexing</li> <li>F. Structure determination with features like Fourier series, Charge Flipping etc. and refinement by features like Rietveld method, Two Step Method, Rigid body, preferred</li> </ul>
		orientation corrections etc.  G. Software should work with Fundamental Parameters methods – line profile, shape analysis by fundamental parameters approach (FPA) or equivalent
		<ul><li>by fundamental parameters approach (FPA) or equivalent.</li><li>H. Quantitative phase analysis with various whole pattern methods for amorphous as well as crystalline phases by employing Rietveld, Internal Standard, External Standard, phases with</li></ul>

		known or unknown structure. Measurement and data collection with variable counting time feature should also be a part of the software.
		I. The diffraction data may be output as colour-coded diffraction profiles, reflection lists, or as raw data files, or in ASCII/ CSV forms, and exportable to popular platforms like MS Excel. The offered data acquisition software should run on Windows platform format for additional user manipulation.
		J. Software should be enabled with latest Rietveld algorithm for standard less quantitative analysis.
		K. Manufacturer must offer their licensed software developed by them with certificates along with media and exhaustive operating manual(s). Licenses for all the databases and computational software should be for <b>minimum of five years with updates</b> . Periodic updates of the all software should be provided free of cost for a period of minimum five years.
		L. Latest ICDD PDF-2 Database (2019 edition) with Minimum 3 User License should be offered. User ID password should reach directly from ICDD to our institute Email ID: xrdfacility@nitk.edu.in.
8.	Data Processing	For data collection and processing systems. Total Three no of PC should be provided with following broad specification.
	systems with Color Printer	<ul> <li>A. It should be either from Dell or HP, only. Vender should ensure local support for the PC supplied.</li> <li>B. Processor: i7 core</li> </ul>
	Printer	C. Hard Disk capacity: 2 TB D. RAM: 16 GB
		E. Monitor: 23" LED Color
		F. CD/DVD writer drive, Key board, mouse G. The PC equipped with latest licensed windows 10 operating system. Licensed to be handed to NITK CRF center.
9.	Chiller and	H. ONE number of color laser jet printer.  A. Suitable external closed loop water chiller of reputed manufacturer to support the XRD
	Circulator	system should be quoted.  B. The complete water chiller system along with complete XRD system should be on UPS power supply.
10.	Calibration	Minimum 2 Nos' Standard samples should be supplied along with the system to check system calibration & performance.
11.	Diagnostic support	Remote diagnostics with internet connectivity with the manufacturer to solve hardware and software issues at site (NITK, Surathkal).
12.	Power Backup	1 hour backup time for Advance X-ray Diffraction, chiller and other accessories with branded UPS (at least 15 KV).
13.	Optics, sample Stage & Software for	A. Optics: Suitable polycarpellary type Incident beam Point Focus optics which uses the line or point focus of the x-ray tube for texture studies and suitable Diffracted beam optics should be offered.
	Stress and Texture	B. Multi-Axes programmable motorized cradle sample stage for texture analysis with the following minimum technical specification should be offered.
	analysis ( <b>optional</b> )	<ul> <li>i. Phi circle: Motorized with minimum 2 rotation of 360°, 0.01° step size</li> <li>ii. Chi circle: Motorized with -3° to 90° or Better, 0.01° step size</li> <li>iii. Z-axis (vertical): Motorized with 5 mm travel or Better.</li> </ul>
		C. XY Stage i. XY Stage with at least 50 mm movement in both directions should be quoted with
		a step of 0.01mm.  ii. Mapping Function should be available.  iii. Maximum sample dimension 50 mm diameter or more.  iv. Load capacity: 0.5 kg or Better
		D. Oscillation Option should be available of about 10 mm directly with the Cradler or with XY stage. Oscillation or equivalent function should be available in the stage offered to cover large area of sample.
		E. Original Equipment Manufacturer (OEM) Software for complete stress and texture analysis should be offered.
		F Standard Sample for stress and texture analysis should be offered. A. System should be capable of measuring stress profile at point, line and area.

14.	Transmission	Suitable transmission stage for sample should be quoted.
14.	Stage and Capillary	Suitable Capillary Stage with necessary Capillary Filling Tool, Capillary changing and alignment tool with Minimum 50 No's each capillary of 0.3 mm, 0.7 mm and 1.0 mm Diameter should be
	Stage for	offered.
	analysis of	
	Liquid sample (optional)	
15.	Optics &	A. Optics: Parabolic graded curved multilayer mirror or equivalent suitable high intensity
	Sample Stage	optics with a micro diffraction spot size of 300 and 500 micron and 800 micron or 900
	for Micro- Diffraction	micron should be offered. Also, should be monitored by camera mounted on the system or laser.
	(Optional)	B. The mapping software should be part of the above so that mapping analysis can be done in
	( - 1	conjunction with the XY stage automatically.
		C. Suitable XY sample stage for micro diffraction studies should be offered.
16	Additional X-	Additional Cobalt source with parabolic graded curved multilayer mirror or equivalent suitable high
	Ray source	intensity optics should be provided for above XRD unit for analysis of Stress and iron rich samples.
17.	Diagnostic	Remote diagnostics with internet connectivity with the manufacturer to solve hardware and software
1.0	support	issues at site (NIT Karnataka, Surathkal).
18.	Warranty Training,	A. Three years comprehensive on-site warranty should be offered for entire offered configuration of Advanced X-ray Diffraction, all attachments and accessories. (after
	Service and	successful commissioning and installation of the equipment).
	support staff	B. 3 years warranty includes for both parts and labor (not including the down time) for
		Advanced X-ray Diffraction and all attachments and accessories also.
		C. Warranty applicable to chiller and compressor for 3 years ( <b>not including the down time</b> ) for both parts and labor.
		D. Warranty should start from date of installation completion.
		E. Service response time, turn-around time & up-time of the equipment should be clearly
		specified.
		F. Necessary on-site training must be provided.
		<ul><li>G. Service response time must be less than 72 hours.</li><li>H. The supplier must provide one highly skilled full time Engineer at NITK (40 hours a week)</li></ul>
		with suitable expertise for training to designated users and providing technical assistance
		and routine maintenance of the proposed Advanced X-ray Diffraction for a period of 3-year
		from the date of installation of the system in the institute. The institute shall have no
		responsibility for his/her service liabilities. The expenses for such service are to be included
		in the quote. The on-site engineer should be not only trained in operating, he should be as well as capable of installation and maintenance requirements for smooth uninterrupted
		functioning of the Advanced X-ray Diffraction.
		I. The Advanced X-ray Diffraction must have provision for on-line diagnosis of faults.
		Suitable service facility for computer hardware or software related problems should also be
		provided.
		J. Service Engineering should report to NITK in less than 72 hr after communication to the vender, otherwise warranty will be extended proportionally.
19.	Compliance	A. The supplier must submit a table indicating the compliance of the features of the model of
	Statement	the equipment being quoted with those given in the indent.
		B. Features not matching – must be clearly indicated.
		C. Additional features and features in the quoted equipment which are <b>better than those in the</b>
		tender – may be clearly explained.  D. The supplier must submit technical brochures and proper application notes adequately
		explaining and confirming the availability of the features in the model of the equipment
		being quoted.
		E. Compliance statement needs to be provided by vendors clearly specifying COMPLY/DO
20.	Paguirad	NOT COMPLY for all items with REMARKS.
۷٠.	Required Documents	For the equipment quoted, the supplier must provide:  A. List of at least 5 users in India, with (exactly) similar systems or better installed preferably
	along with	in last 5 years.
	technical	B. The name(s) of the service engineer(s) employed by them who is/are competent to service
	specifications	the equipment being quoted with their locations in India.
		I I has supplied should provide collibration/traccollisty contitionte of the equipment with
		C. The supplier should provide calibration/traceability certificate of the equipment with National institute of Standards & Technology (NIST) / National Physical Laboratory (NPL)

21.	Terms and	A. A single order will be processed for the entire configuration.
	conditions	B. The firm has to guarantee support for both system and spares for a minimum period of 10
		years.
		C. Provision for on-line remote diagnosis of faults.
		D. Free training on different applications to selected users.
		E. Compliance of all listed specifications/terms and conditions sheet should be indicated by the
		vendors in tabular form.
		F. Date of manufacturing of the equipment should be after the placement of order.
		G. Break up of price for optional items should be shown separately in the price bid.
22.	Note to the	A. Price related information to be given only in price bid cover, not in the technical bid cover.
	bidders	B. If any feature not mentioned/left over in the technical bid by the bidder, the same will be
	regarding	presumed to be absent without any further references to the bidder/vendor. No further
	technical bid:	discussion with the bidder can be entertained.
		C. All the quoted technical features must be demonstrated after installation with quoted
		precision. Otherwise, the equipment must be returned to factory with suppliers cost and the
		money paid, if any, for the equipment by NITK should be paid back.
		D. Mention clearly the service, installation and personnel training. Provide sufficient
		information about your after-sale service capabilities/man power and a list of customers
		possessing similar equipment, preferably in south India.
		E. Equipment Model and make to be mentioned; brochures must be provided along with the technical bid.
		F. All technical features must be equal to the given NITK specification or higher and better
		than the given specifications. NITK specification committee decision will be final for
		technical specifications.
23	Important	Equipment may be shifted to another building within the campus after one to two year
	Note	of installation. The equipment shifting should be free of cost.

### Annexure-'l'

## **Checklist for BIDDERs**

BIDDERS to indicate whether the following are enclosed/mentioned by striking out the non- relevant option and the relevant technical bid documents should be in order.

SI. No.	Documents	Content	Document Attached
1	Technical Bid	Self-Attested copy of GST & PAN Number	( <b>Yes /No</b> ) Pg. No.
2		Licence certificate for manufacture /supply of the item & Factory license. Registration with EPF and ESI	( Yes /No ) Pg. No.
3		Undertaking that the successful BIDDER agrees to give a 10% Performance Security.	( Yes /No ) Pg. No.
4		Catalogue of the Product with detailed product specifications.	( Yes /No ) Pg. No.
5		Copy of Balance Sheet	( Yes /No ) Pg. No.
6		List of Owner/partners of the firm and their contact numbers (Bidder Information)	( <b>Yes /No</b> ) Pg. No.
7		Contract form given in section 5	( <b>Yes /No</b> ) Pg. No.
8		Format of compliance statement of specification as per  Annexure-'A'	( Yes /No ) Pg. No.
9		Previous Supply Order as per <b>Annexure-'B'</b>	( Yes /No ) Pg. No.
10		Declaration of abandoned or suspended any awarded service & Blacklist Certificate. <b>Annexure 'C'</b>	( <b>Yes /No</b> ) Pg. No.
11		Integrity Pact. Annexure 'D'	( Yes /No ) Pg. No.
12		Bank details of the bidder. <b>Annexure 'E'</b>	( Yes /No ) Pg. No.
13		EARNEST MONEY DEPOSIT <u>Annexure –G</u> In case of exemption from submission of EMD, proof of	( Yes /No )

ĺ			registration with NSIC/MSME	Pg. No.
	1	Financial-Bid	Price bid	(Yes/No)

Seal and Signature of the bidder