



**SANT LONGOWAL INSTITUTE OF ENGINEERING & TECHNOLOGY,  
LONGOWAL  
(Deemed-University Under MHRD,GOI)**

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TENDER NOTICE NO. : PUR/e-Tender/13/2014-15

SR. NO. OF TENDER :

YEAR : 2014-15

DEPARTMENT TO WHICH PURCHASE RELATES : CATEGORY -

TENDER FOR THE PURCHASE OF : Equipment required for \_\_\_\_ Deptt.

DATE & TIME OF AVAIL BILITY OF e-TENDER FOR  
DOWN LOADING : From 18.02.2015 to 15.03.2015 upto 02:00 P.M.

LAST DATE & TIME FOR SUBMISSION THE e-TENDERS : 15.03.2015 upto 05:00 P.M.

DATE & TIME FOR OPENING OF TECHNICAL BIDS : 16.03.2015 at 11:30 A.M.

DATE & TIME FOR OPENING OF COMMERCIAL BIDS : 20.03.2015 at 11:30 A.M.

PRICE OF THE DOCUMENT : Rs. 400/- for each category should be paid  
through e- payment only.

TENDER PROCESSING FEE : Rs. 4494/- for each category should be paid  
through e-payment only.

**SANT LONGOWAL INSTITUTE OF ENGG. & TECHNOLOGY,**  
**LONGOWAL-148106**  
**DEEMED UNIVERSITY**

Tender Notice No. /PUR/e-Tender/13/2014-15

**IMPORTANT NOTICE**

**Terms & Conditions in addition to those laid down in Tender documents**

Tenderers responding to this enquiry shall be deemed to be agreeable to the terms and conditions herein contained. These terms and conditions shall be binding on the successful Tenderer. Conditional Tenders are liable to be rejected. SLIET will process the tender as per SLIET standard procedures. The Director of the institute reserve the right to reject any or all or part of tender without assigning any reason and shall also not be bound to accept the lowest tender. SLIET could not be under any obligation to give any clarification to the agencies whose bids are rejected.

1. This invitation for bids is open to all suppliers.
  - Tender must be prepared on letter head of company and all the papers should be stamped and signed by the authorized person.
  - Bidders should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this invitation of bids.
  - The bidder shall bear all costs associated with the preparation and submission of its bid and “the purchaser”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
  - The purchaser requires that the bidders, suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of the policy, the following are defined :

“**corrupt practice**” means the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the action of a public official in the procurement process or in contract execution;

“**fraudulent practice**” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

“**collusive practice**” means a scheme or arrangement between two or more bidders with or without the knowledge of the purchaser, designed to establish bid prices at artificial, noncompetitive level; and

**“coercive practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

- **Integrity Pact shall be entered into where threshold value of order will be Rs. 25 Lacs & above.**
  - The purchaser will reject a proposal for award if it determines that the bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in completing for the contract in question;
2. **Tender Fee** : Tender fee Rs. 400/- for each category should be paid through e-Payment only as per procedure mentioned on e-Tender website. **Note that the tender fee is non refundable.**
  3. **EMD** : Tender must accompany with Earnest Money @ 2% of the bid value should be paid through e-Payment only(**IPG (Debit Credit), Net Banking, NEFT/RTGS, OTC**)
  4. **Tender documents can be downloaded from 18.02.2015 to 15.03.2015 upto 02:00 P.M. and to be submitted on or before 15.03.2015 upto 05:00 P.M. Technical Bids will be opened on 16.03.2015 at 11:30 A.M. Commercial bids of technically qualified parties will be opened on 20.03.2015 at 11:30 A.M.**
  5. While submitting tender, tenderers must submit, **Technical Bid indicating detailed specifications, Literature, Authorization Certificate & Compliance Report alongwith tender documents duly signed separately and Commercial Bid separately. If the make, model & specifications of equipment be in different nature then submit the excel sheet separately.**
  6. Tenders not on prescribed form, without earnest money or received late will not be entertained. Telegraphic/Fax tenders and conditional tenders will not be entertained. Technical bid must consist compliance statement, list of actual users, technical literature and catalogues of each equipment. Without tender fee and tender documents tender may be rejected out rightly.
  7. If last date happens to be holiday, tenders will be opened on the next working day at same time.
  8. Full Technical specifications and pamphlets should be uploaded along with the tender. Offers without proper Technical Specifications may be rejected. If the items quoted for are proprietary in nature, please enclose a proprietary certificate stating that **“The items quoted for are proprietary in nature and are solely manufactured by us”**.
  9. Prices quoted should be FOR Destination i.e. SLIET. All commercial offers should indicate the taxes and duties applicable, if any. The institute is not eligible for CST concession against form ‘C’ or ‘D’. Additional charges for packing, forwarding, freight insurance and delivery charges at SLIET, if any, should be clearly mentioned.
  10. The Institute is registered with the department of Scientific & Industrial Research(DSIR) for purposes of availing customs duty exemption in terms of Govt. notification No. 51/96-customs dated 23.07.1996 and central excise duty exemption in terms of Govt. notification No. 10/97-central excise dated 01.03.1997 as amended from time to time. The relevant exemption certificate will be issued to the successful bidder only if the excise duty/customs duty is exclusively mentioned in the commercial bid of e-Tender.

11. In case the offered items are to be imported, the rates should be quoted in foreign currency on FOB basis. Basic duty as applicable under notification No. 51/96 customs dated 23.07.1996 as applicable shall be borne by the institute. If the price quoted is in foreign currency then payment shall be made through letter of credit if the order value is more than US\$ 10,000 or through Telegraphic Transfer (TT) if the order value is less than US\$ 10,000 through Nationalized banks against submission of B.G. of Min. 25% value of supply order. The bank charges outside India should be borne by the Beneficiary. Clearance at customs will be arranged by us but you will assist our clearance agent. In case of indigenous goods the price is to be quoted in Indian Rupees and 100% payment will be made only after supply, successful installation and commissioning of equipment. **No advance payment will be made.**
12. The validity of Bid shall remain valid for 90 days after the date of opening. No revision of the price bid will be allowed once the price bids are opened.
13. The time for and date of delivery or dispatch stipulated in a supply order shall be deemed to be the essence of the contract and should the contractor fail to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch, stipulated in the supply order, the delayed consignment will be subject to 2 percent penalty per consignment per month or a part of the month recoverable on the value of the stores supplied. In case of non-payment by the contractor recovery will be made from his bills or amount of earnest money or security deposited with the Director, S.L.I.E.T, provided also that :-
  - (a) No recovery of penalty will be made if the delayed supplies are accepted by extending the delivery period by the Director, S.L.I.E.T.
  - (b) The Director, S.L.I.E.T. will allow extension upto two weeks on the request of the supplier by recording in writing that the exception circumstances were beyond the control of the supplier and there was no loss to the institute but where the delay on the part of the supplier is more than two weeks the matter for extension of delivery period will be decided by the Director, S.L.I.E.T, on satisfaction that there are genuine reasons for delay on the part of the supplier and that no loss will result to the Institute in case extension in delivery period is allowed in each individual purchase case exceeding two weeks but upto eight weeks. No further extension will be allowed.
  - (c) On the failure of the supplier to make supply within the extended period on receipt of such information in the office of the Director, S.L.I.E.T, risk purchase at the cost of supplier will be made by the Director, S.L.I.E.T The difference of exceeds of cost thus incurred will be recovered from the supplier in a suitable manner, and even from his pending bills, earnest money or security whichever is available. This procedure will be adopted after sending registered notice to the supplier to supply stores within 15 days. Director, S.L.I.E.T, reserves the right to forfeit the EMD and to place the firm under the panel of black listed firms.
13. The Director, S.L.I.E.T. or his nominee or any of the experts attached to the Institute or person duly authorised in writing by the Director, S.L.I.E.T, shall have the power to inspect the stores. Before, during or after manufacture, collection, dispatch, transit or arrival and to reject the same or any part or portion after the written approval of the Director S.L.I.E.T., if he or they be not satisfied that the same is equal or according to the specification as per tender notice submitted. The contractor shall not charge or be paid for supplies rejected as above and such supplies shall be removed by the contractor at once and at his expense. He shall neither claim nor be entitled to payment for any damage that rejected supplies may suffer from any harm whatsoever incidental to a full and proper examination and test of such supplies. Institute shall not be under liability whatever for rejected supplies and the same will be at the contractor's risk. Rejected supplies shall be removed by the contractor within ten days after notice has been issued to him of such rejection, and failing such removal rejected goods will be at contractor's risk and Institute may charge the contractor rent for the space occupied by such rejected goods.

14. The contractor shall provide without any extra charge all materials, tools, labour and assistance of every kind which the aforesaid officer may consider necessary for any test or examination which he may require to be made on the contractor's premises and shall pay all cost attended thereon. In the case of stores inspected at maker's premises the maker shall provide all facilities including testing appliances, for making necessary tests other than special test or independent tests. Failing the facilities at his own premises for making the test the contractor shall bear the cost of carrying out test elsewhere. The contractor shall also provide and deliver free of charge at such place as the aforesaid officer may direct such materials as he may require for tests by chemical analysis or independent testing machine.

If for the purpose of determining the quality of stores the aforesaid officer finds it necessary to have the stores tested at the test house or laboratory, expenses incidental to the test shall be borne by the contractor. On the failure of the contractor to pay the expenses within ten days of the receipt of intimation in this behalf, Director shall have the right to deduct the amount from the security deposited by the contractor and if the amount so deducted is not deposited within 10 days, the Director, S.L.I.E.T., may treat the default as a breach of the contract and proceed accordingly without further notice. Further, the aforesaid officer shall have the right to put all articles or materials to such tests as he may think proper for the purpose of ascertaining whether the same are in accordance with the specifications or sealed sample mentioned in the tender and to cut out or off/or destroy a portion not exceeding 2 percent from each delivery for such purpose. The quantity so cut out or off and or destroyed as aforesaid shall be replaced by the contractor free of charge.

15. The contractor acknowledges that he has made himself fully acquainted with all the conditions and circumstances under with the supplies required under the contract will have to be made or furnished and with all the terms, clauses, conditions, specifications and other details of the contract and the contractor, shall not plead ignorance or any of those as excuse in case of complaint against or to rejection of supplies tendered by him or with a view to asking for encashment of any rates agreed to the contract or to evading any of his obligation under the contract.
16. No payment will be made in advance for any supplies under this contract.
17. In the event of the contractor failing duly and properly to fulfill or committing breach of any of the terms and conditions of this contract or repeatedly supplying goods liable to rejection hereunder or failing, declining, neglecting or delaying to comply with any demand or requisition or otherwise not executing the same in accordance with the terms of this contract or if the contractor or his agents or employees being guilty of fraud in respect of the contract or any other contract entered into by the contractor or any of his partners or representatives thereof with Institute directing, giving, promising or offering any bribes, gratuity, gift, loan, perquisite, reward or advantages pecuniary or otherwise to any person in the employment of the Institute in any way relating to such officers or person or persons, office or employment or if the contractor or any of his partners, become insolvent or apply for relief as insolvent debtor commence any insolvency proceeding or make any compositions with his/their creditors or attempts to do so then without prejudice to Institute's right and remedies otherwise, Director, S.L.I.E.T., shall be entitled to terminate this contract forthwith forfeit the security and to blacklist the contractor and purchase or procure or arrange otherwise at the contractor's risk and at the absolute discretion of the Director, S.L.I.E.T., as regard the manner place or time of such purchases, such supplies as have not been supplied or have been rejected under this agreement or are required subsequently by the Director, S.L.I.E.T., there under in case purchase or supplies together with all incidental charges or expenses, shall be recoverable from the contractor on demand, and the contractor shall not be entitled to benefit from any profit which may thus accrue to Institute. The termination of this contract in whole or part under

these conditions shall not be affected by the acceptance, meanwhile or subsequently, of supplies accepted or made at any time whether in ignorance of the termination or otherwise.

18. If any question, difference or objection whatsoever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof or the rights, duties or liabilities of either party than save in so far as the decision of any such matter is herein before provided for and has been so decided, every such matter including whether its decision has been otherwise provided for and/or whether it has been finally decided accordingly or whether the contract should be terminated or has been rightly terminated in whole or part and as regards the rights and obligations of the parties as the result of such termination shall be decided by the Director, S.L.I.E.T. and decision shall be final and binding.
19. No increase in price will be allowed after submission of bid.
20. The EMD is liable to be forfeited in case the supplier fails to execute the order. This is required to protect the purchaser against the risk of bidder's conduct.
21. The warranty period should be clearly mentioned.
22. Authorized signatory should sign & seal in all the pages of tender document. Bids without signatures of authorized signatory will be rejected.
23. Failure to comply with all the terms & conditions mentioned herein would result in the tender being summarily rejected.
24. Vendors are informed that once the companies are short listed on the technical specifications, only then the price bids of the firms that meet SLIET specifications/requirements would be opened.
25. Payment Terms : 100% Payment shall be made within 30 days from the receipt of equipment in good condition and its satisfactory installation and inspection against your bill alongwith performance security of 5% of order value in shape of A/C Payee Draft, FDR and BG(as per specimen enclosed). The validity of same shall be till completion of warranty period. In case of non submission of BG, 95% payment shall be considered. The BG is to be submitted in the office of the Faculty I/c, Purchase.
26. Performance Security : To ensure due performance of equipment successful bidder irrespective of its registration status will provide performance security equivalent to 5% of order value in shape of Account Payee Draft, FDR and Bank Guarantee valid for a period till completion of all contractual obligations including warranty period, from commercial bank.
27. **Special terms and conditions for Cat. 'A'**: In addition to above terms and conditions please refer RFP document attached herewith for Technical & Financial evaluation criteria, payment terms, performance security and other specific conditions in respect of Category 'A'.
28. Director, SLIET reserves the right to reject all or any of tender without assigning any reason what-so-ever. He may also increase or decrease the quantity.
29. All disputes will be settled within the jurisdiction of the Head Quarter of Director, SLIET.
30. Pre-dispatch Inspection is not allowed.
31. In addition to above, all rules & regulations contained in GFR-2005 of Govt. of India for purchase of stores shall also be applicable.
32. Stern action may be taken against the defaulter bidders at any stage.

### Acceptance

We accept the above terms & conditions and shall comply with them strictly.

Name of vendor \_\_\_\_\_

Signature

Address \_\_\_\_\_

Seal of firm :

\_\_\_\_\_  
\_\_\_\_\_

Date :

