



राष्ट्रीय डिज़ाइन संस्थान
National Institute of Design
मध्यप्रदेश Madhya Pradesh

Tender Enquiry No. NIDMP/1-90/Wksp/2020/01

Dated: 17.09.2020

Notice Inviting E-Tender

for supply, installation & commissioning of
ceramics machinery and equipment for
Industrial Design Workshop

National Institute of Design, Madhya Pradesh

An Institute of National Importance under the Department for Promotion of Industry and Internal Trade (DPIIT)

Ministry of Commerce & Industry, Government of India

Acharpura, Eint Khedi, Post Arwaliya, Bhopal (MP) – 462038

Tele No. 0755-6721000 Website: www.nidmp.ac.in

Subject: Notice Inviting E-Tender for supply, installation & commissioning of machinery and equipment.

On behalf of Director, National Institute of Design, Madhya Pradesh (NID MP) online proposal (Technical and Financial bids) are invited from eligible and reputed manufacturers/ OEM/ authorized distributors for supply, installation and commissioning of various Machinery and equipment, as given in schedule of requirement of this tender.

Schedule of Tender

Tender enquiry Number	NIDMP/1-90/Wksp/2020/01	
Date/ time of release of tender through e-procurement solution	17.09.2020	6.00 PM
Date/ time of pre-bid meeting at National Institute of Design, Madhya Pradesh, Acharpura, Eint Khedi, Post Arwaliya, Bhopal (MP) – 462038	24.09.2020	11.00 AM
Start date/ time of submission of online bid	17.09.2020	6.00 PM
Last date/ time of submission of online bid	08.10.2020	5.00 PM
Date/ time of opening of Technical bid	09.10.2020	11.00 AM
Date/ time of opening of Financial bid	Will be notified later	

Detailed Technical Specifications, Terms and Conditions, Scope of Work, various format and Performa for submitting the proposal are described in this tender document and its Annexure I to VI. For any query, please send email to tenders@nidmp.ac.in or contact on Phone No. 0755-6721000.


Registrar

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Instructions to Bidders

1. Parties

The parties to the contract are the Tendering Firm/ Agency (Bidder) and National Institute of Design, Madhya Pradesh (NID MP).

2. Two Bid System

- (i) Tender must be submitted as per two bid system (Technical and Financial). Both the bids must be submitted online, giving full particulars on website www.eprocure.gov.in on or before **6.00 PM on 25.09.2020**. Please note that identical **hardcopy of only technical bid along with the Tender fee and EMD in sealed envelope** must be submitted at NID MP's address mentioned in this document on or before **6.00 PM on 25.09.2020**. Bids received after the date and time specified in this tender will not be accepted.
- (ii) **Financial bid must be submitted online on www.eprocure.gov.in only. Financial bid submitted online only on www.eprocure.gov.in will be considered and if submitted in any other form will be not considered and rejected.** NID MP reserves the right to accept or reject any or all the bids without assigning any reason.
- (iii) The Technical bid should be complete in all respects and should contain all the information asked for. The technical bid should not contain any Financial related rates/bid. The Technical bid should be complete to indicate that products and services asked for are quoted.
- (iv) The Financial Bid must give all relevant price information and should not contradict the Technical bid in any manner.
- (v) Bidder can download the bid document and further amendment, if any for free on www.eprocure.gov.in and upload the same on or before last date of submission of tender.
- (vi) Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submits a Bid not substantially responsive to the bidding documents in every respect may result in the rejection of the Bid.
- (vii) At any time prior to the deadline for submission of bids, NID MP, for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidders may modify the bidding documents by amendment & publish the same on website.

- (viii) Any amendments/corrigendum/modifications will be notified on www.nidmp.ac.in and www.eprocure.gov.in websites only. Bidders are advised to regularly browse these websites till last date of submission of tender. These amendments/corrigendum/modifications will be binding on them.
- (ix) The Bidder shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfill his obligation under the contract.

3. Schedule of requirements

- (i) Schedule of requirements along with technical specifications is given in Annexure II.
- (ii) **Bidder may submit bid for any number of items.** L1 for each item shall be worked out separately.

4. Terms and Conditions

- (i) Terms and conditions for Bidders who participate in this Tender are specified in the section named “**Terms and Conditions**”. These terms and conditions are binding on all the Bidders. These terms and conditions will be part of the purchase order.
- (ii) The Bidder should be agreeable to all the terms and conditions specified in the tender document. Conditional bids are liable for outright rejection.

5. Bid validity Period

The bid should be valid for a period of 120 days from the date of the opening of technical bids.

6. Address for Communication and delivery/ installation of machines/ equipment:

National Institute of Design, Madhya Pradesh,
Acharpura, Eint Khedi, Post Arwaliya, Bhopal (MP) – 462038

7. Modification and Withdrawal of Bids

Bidders are allowed to modify or withdraw their bids any time before the last date and time specified for closing of the receiving period. No bid can be modified or withdrawn by a Bidder, after the closing date and time for submission of bids.

8. Preliminary Scrutiny

- (i) NID MP will scrutinize the e-bids received to determine whether they are complete and as per Tender requirement, whether technical documentation as asked for and necessary to evaluate the bid has been submitted, whether the documents have been properly signed and whether all the items are supplied as per the requirements.
- (ii) NID MP may, at its discretion, waive any minor non-conformity or any minor irregularity in the bid. This waiver shall be binding on all the Bidders and NID MP reserves the right for such

waivers.

9. Clarification on Bids received

To assist in the scrutiny, evaluation and comparison of bids, NID MP may, at its discretion, ask some or all the Bidders for clarifications on the bid made by them. The request for such clarifications and the Bidder response will necessarily be in writing.

10. No Commitment to Accept Lowest or Any Bid

- (i) NID MP is under no obligation to accept the lowest or any other bid received in response to this tender and reserves its right to reject any or all the bids including incomplete bids without assigning any reason whatsoever.
- (ii) NID MP will not be obliged to meet and have discussions with any Bidder and / or to entertain any representations.

11. Submission of Technical Details

- (i) It is mandatory to provide the technical information/bid in the exact format of **(Annexure I)** given in this Tender and upload document in support.
- (ii) **The bid may be rejected by the NID** in case of non-adherence to the format or partial submission of technical information as per the format given in the bid.
- (iii) The relevant product information, brand and model number supplied, product brochure, technical specification sheets etc. should be submitted along with the bid. Failure to submit this information along with the bid could result in disqualification.

12. Make, Models & Part numbers

- (i) It is mandatory to upload a catalogue containing detailed specifications of the machine/ equipment including make, model and part numbers of the machine/ equipment and its sub-components. The bid may not be evaluated and/or will be liable for rejection in case of non-submission or partial submission of detailed specifications and make, model & part numbers of the item to be supplied.
- (ii) The Bidder must understand that the items are required for an institute of national importance. Superior quality of output, durability of machine/ equipment and build quality is absolutely essential. If it is found at the time of evaluation of technical bid that the machine/ equipment is not of appropriate quality/ specifications, the bid for that particular item will be rejected.
- (iii) All the equipment supplied must be of same make. Supply of any substandard item will entail cancellation of the whole purchase order and forfeiture of EMD/Security deposit.

13. Format for Technical bid

The Technical bid should be made in an organized, structured and neat manner. The suggested sequence of uploading of documents in technical bid is as follows:

- (i) Covering letter. This should be as per **Annexure IV**.
- (ii) Technical bid as per Specifications as given in **Annexure I**, complete with all the columns filled in.
- (iii) Bill of quantity of material as per **Annexure II**. This table should not contain any price information in technical bid.
- (iv) Undertaking of Authenticity as per **Annexure III**.
- (v) Manufacturer's authorization form as per **Annexure V**.
- (vi) Declaration against blacklisting as per **Annexure VI**.
- (vii) Warranty details. This should not contain any price information.
- (viii) Technical Documentation (Product Brochures, leaflets, manuals, etc.). An index of technical documentation submitted with the bid must be uploaded.

14. Financial Bid

- (i) The Financial Bid should be uploaded separately in the prescribed format of BOQ available on online procurement portal. The Financial bid Form shall contain only price details for items.
- (ii) All taxes and levies shall be included in quoted price for machines/ equipment supplied and installed and will be borne by the Bidder only. No other charges such as packing, forwarding, cartage, insurance, loading and unloading, entry tax, demo, etc. will be allowed.
- (iii) The consolidated price quoted shall be firm and final and payable for the goods supplied at NID MP campus. Rates shall be valid for the entire duration of the contract.
- (iv) **A Bidder can submit financial bid for any number of items.**

15. Erasures or Alterations

The bids containing erasures or alterations will not be considered. Correct technical information of the product being supplied must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable.

16. Rejection of incomplete and conditional tenders

The incomplete and conditional tenders will be rejected. Quoting unrealistic rates (abnormally high or abnormally low) for any individual item will result in rejection of bid for that particular item.

17. Criteria for Evaluation of Bids

- (i) Online bids (complete in all respect) received along with scanned copy of EMD, till the last date of tender, will be opened as per stipulated time and date indicated in Notice Inviting

Tender of the tender document in presence of Bidder/ authorized representative of Bidder, if available at National Institute of Design, Madhya Pradesh, Acharpura, Eint Khedi, Post Arwaliya, Bhopal (MP) – 462038.

- (ii) Physical copy of **Technical Bid only** along with **EMD** in the form of DD/ pay order will have to be submitted to NID in a sealed envelope before last date of submission of tender otherwise the bid will be rejected straightaway.
- (iii) The evaluation of bids will be done by a Tender Evaluation Committee (TEC) first on the basis of technical information furnished in form as per Annexure I to VI which is an eliminatory round and then on the basis of commercial information furnished in Financial Bid.
- (iv) The criteria prescribed in respect of specifications of items, years of operation in the business, experience of similar class of work completed etc will first be scrutinized and the Bidder's eligibility for the work will be determined.
- (v) As a part of the process to evaluate the technical bids, Tender Evaluation Committee may also ask the Bidders to make a presentation/ demonstration before it.
- (vi) In case a Bidder bids for more than one items and one or more items is rejected by Tender Evaluation Committee, his/ her Financial Bid for eligible machine/ equipment shall be opened.
- (vii) After evaluating the technical bids and on acceptance, then only financial bids will be opened.
- (viii) L1 bidder for each item would be decided separately at the time of opening of financial bids. NID MP will award work to the Bidder whose bid has been found to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be competent to perform the contract satisfactorily. NID MP shall however not bind itself to accept the lowest or any tender bid, wholly or in part.
- (ix) At the time of opening of Financial Bids, the price of each Bidder shall be read out on the spot. However, it shall be noted that the final Financial Bid prices would be arrived at after detailed scrutiny/ correction of arithmetical errors in the Financial Bid, if any.
- (x) It must be kept in view that no decision will be given by the Tender Evaluation Committee. Any inferences drawn during the meeting of this Committee by the Bidders or their representatives will be their own view and the Institute will not abide by the same.
- (xi) Purchase order shall be awarded on the basis of bid value of individual items.

18. No withdrawal after submission of bids

Bidder shall not be permitted to withdraw his/ her/ its offer or modify the terms and conditions thereof after acceptance of tender. In case the Bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rate, the aforesaid amount of Earnest Money and Security Deposit, will be forfeited by the Institute. Besides this, the Bidder may also be liable to

be debarred/ blacklisted from participating in the tendering process of NID MP in future and/or suitable penalty may be levied.

19. NID MP's Rights

- (i) NID MP reserves the right to accept/ reject any or all the bids in whole or in part and annul the bidding process without assigning any reason whatsoever and is not bound to accept the lowest tender.
- (ii) NID MP also reserves the right to modify and/ or relax, any terms & conditions of this tender document before last date of submission of tenders to safeguard its interest.
- (iii) Any failure on the part of the Bidder to observe the prescribed procedure and any attempt to canvass / influence NID MP for furtherance of his/ her interest, the Bidder's quotation will be cancelled forthwith. The decision of NID MP in this regard will be final.
- (iv) NID MP reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage, in case of any change in requirement.
- (v) NID MP reserves the right to award the work to more than one Bidder.
- (vi) NID MP reserves the right to blacklist a Bidder for a suitable period in case the Bidder fails to honour its bid after award of work without sufficient grounds.
- (vii) NID MP reserves the right to alter the quantities specified in the bid in the event of changes in requirement. No Bidder will be allowed to change the Financial bid if NID MP decides to drop any items from the schedule.
- (viii) All the items, for which financial bids are submitted, should be genuine and of the specified branded company. If the material supplied is found to be of non-genuine/ substandard quality, the same will be returned/ replaced at the cost of the Bidder and the NID MP will not be responsible for any loss to the concerned Bidder for such supply.
- (ix) The tender document is valid for a period of six months from the date of issue. If purchase order is not issued within this period, the process will have to start afresh.
- (x) Right to vary Quantities at Time of Award: NID MP reserves the right to increase or decrease the quantity of goods and services originally specified in the tender without any change in unit price or other terms and conditions.
- (xi) The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract.

20. Repeat Orders

NID MP reserves its right to place an additional repeat order for quantity equal to or below the machines/ equipment covered in this tender at the same price and terms within twelve months of the date of release of purchase order.

21. Online Bid Form

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

22. Online Bid Prices

The Bidder shall indicate on the Price Schedule the unit price and total bid prices of the goods it proposes to supply under the Contract. To this end, the Bidders are allowed the option to submit the online bids for any one or more items specified in the "Schedule of Requirement" and to offer discounts for combined schedules. Prices indicated in the online price schedule shall be entered separately in the following manner.

I. For goods offered from within India:

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

II For goods offered from abroad

- a. The price of goods shall be quoted in FOR basis and the same should be mentioned in terms & conditions of the firm.
- b. The price bid should be inclusive of all charges for freight, custom clearing charges, inland transportation, insurance and other local costs incidental to delivery of goods to their final destination i.e. NID MP Campus.
- c. The terms FOB, CIF, CIP etc. shall be governed by the rules and regulations prescribed in the current edition of INCOTERMS, published by the Chamber of Commerce, Paris.
- d. Prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account, unless otherwise specified in the Schedule of Requirements.

III. Bid currencies

- a. For domestic goods prices shall be quoted in Indian rupees only. Commission for Indian Agent, if payable, shall also be quoted in Indian Rupees only.
- b. For imported goods prices shall be quoted either in Indian rupees or may be quoted in foreign currency and the portion of the allied work and services, which are to be undertaken in India (like installation & commissioning of equipment) are to be quoted in Indian currency. The exchange rate on the date of opening of financial bid will be valid for determining the price of goods and payment on delivery and installation.

IV. Indian Agent

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

V. Others: -

- a. The Bidder quoting bid on behalf of foreign OEM shall quote in foreign currency inclusive of their agency commission. The Bidder quoting bid on behalf of foreign OEM, if selected, shall raise proforma invoice on the name of Principal OEM.
- b. The Bidder quoting bid on behalf of foreign OEM, if selected, shall be paid in foreign currency through Letter of Credit (LC)/FDD/Wire Transfer on successful completion of supply/installation.
- c. Minimum of one year comprehensive on-site warranty and maintenance covering all components and software. This period will start from the date of acceptance of installation by NID MP officials in writing. Discounted Academic pricing to be considered while submitting the Financial proposal as NID MP being an academic institute.
- d. Payment shall be made through NEFT/ RTGS transfer only and TDS as applicable will be deducted, after satisfactory supply/installation of the said items.
- e. NID MP shall be at liberty to withhold any of the payments in full or in part subject to recovery of taxes as applicable and recovery of penalties.
- f. No advance payment will be made in any case. 100% payment will be released after completion of work and final acceptance and testing.

23. Qualification Criteria

Qualifying Criteria	Supporting Documents
Bidder firm should be a proprietorship/partnership firm/Company registered under relevant act and should be operating for the last five years as on bid submission date.	Copy of valid registration proof as on date
Bidder firm (not parent company) must have annual turnover of at least of Rs. ten lakhs on standalone basis for each of the last three financial years ending on 31st March 2020.	Audited financial statements for the past three financial years. (i.e. FY 2017-18, FY 2018-19 and FY 2019-20)
Bidder should be of product OEM or Bidder has to submit MAF certificate in original (as per Annexure V) of OEM indicating support & services with the technical bid.	Authorization letter from OEM after issue of tender document.

The Bidder should be registered under GST	Copy of registration should be submitted with the bid.
Bidder should not have been blacklisted / banned / declared ineligible / declared having dis satisfactory performance by government / quasi-government authority in India for supply of materials / carrying operations and maintenance work	An undertaking by an authorized signatory of the company needs to be submitted in this regard

- (i) Bidder should arrange & submit letter from OEM on back to back support for the supplied MAF and EMD are not required in case if OEM is submitting their bid directly.
- (ii) Bidders, other than sole agents in India of the manufacturers, must submit a letter of authority from manufacturers that they have been authorized to quote on behalf of the manufacturer.
- (iii) The authorized partner/ agent is required to submit by way of a **Demand Draft** of any Nationalized Bank the following amount in favor of National Institute of Design, Madhya Pradesh as Earnest Money Deposit (EMD) along with their bid.
- (iv) Bidder should calculate EMD amount based on the number of items for which bid is being submitted, EMD value for which is given against each:

Sl. No.	Item for which bid is submitted	EMD Amount (Rs.)
1.	Clay Mixture	Rs. 6000
2.	Clay Grinder	Rs. 500
3.	Pug Mill	Rs. 12500
4.	LAB-FILTER PRESS (12 NOS. PLATES) with AIR OPERATED PUMP 1" (Without Compressor)	Rs. 10000
5.	Pot Mill	Rs. 4500

- (v) The Bidder shall have to calculate the EMD amount, based on the number of machines/ equipment for which the bid is being submitted and submit the total amount in the form of a single DD/ pay order.
- (vi) Bids submitted without EMD will be rejected. EMD must accompany the technical bid physically submitted, as specified in this tender document.

24. Security Deposit

- (i) Prior to expiration of the period of Bid validity, NID Madhya Pradesh will notify the successful Bidder and issue a work order/ purchase order after which the bidder needs to submit the security deposit in the form of Bank Guarantee (BG)/ Demand Draft/ FDR within fifteen (15) working days of receipt of award. The Bank Guarantee/ Demand Draft/ FDR shall be equal to

5% of the value of contract. The Bank Guarantee shall be valid for a duration of Warranty period plus 60 days.

- (ii) The Bank Guarantee/ Demand Draft/ FDR will remain with NID MP for the period of warranty plus 60 days and will be returned to the selected bidder after certification by user department of NID Madhya Pradesh. No interest will be payable on the security deposit.
- (iii) Upon the successful Bidder's furnishing of Performance Bank Guarantee/ Demand Draft/ FDR, The EMD of all Bidders will be refunded within 10 days after placement of purchase order.
- (iv) NID MP shall be at liberty to set off/adjust the proceeds of the Performance Bank Guarantee/ Demand Draft towards the loss, if any, sustained due to the Bidder's failure to complete its obligations under the contract. This is without prejudice to the NID MP's right to proceed against the Bidder in the event of the security being not enough to fully cover the loss/damage.

General Conditions of Contract

25. Delivery, Installation, Commissioning

- (i) The Bidder shall be responsible for shipment, delivery and installation of various machines/ equipment at the site and for making it fully operational at no additional charges, within 15 days from the date of issue of purchase order.
- (ii) If the Bidder fails to ship and install the various machines/ equipment within the stipulated time as mentioned in the schedule, NID MP reserves the right to claim the liquidated damages and/ or cancel the purchase order.
- (iii) At the discretion of NID MP, there will be an acceptance test conducted by NID MP's technical team members and/or its nominated consultants after installation.

26. Order Cancellation

NID MP reserves its right to cancel the Purchase Order at any time by assigning appropriate reasons in the event of one or more of the following conditions:

- (i) Delay in delivery and installation beyond the specified period for delivery.
- (ii) Serious discrepancy noticed during the inspection.

27. Acceptance Tests

- (i) At its discretion, NID MP will conduct acceptance test. The test will check for trouble-free operation of various machines/ equipment for two weeks in addition to physical verification and testing. There shall not be any additional charges payable by NID MP for carrying out this acceptance test.

- (ii) In the event of any malfunction, poor performance, errors and bugs detected during acceptance test, will result in corrective action required by the Bidder, the schedule for acceptance test will be agreed to a mutually convenient date at the cost and expenses of the Bidder.

28. Software

The Bidder will supply all the original Bundled software, where applicable. If any software is found to be fake, the performance guarantee will be forfeited, Bidder will be blacklisted, and legal proceedings will be initiated by the Institute.

29. Scope of Work

- (i) The scope of work will cover supply and installation of various machines/ equipment at NID Madhya Pradesh with one-year warranty.
- (ii) The Bidder should bid, supply and install all associated components that may be necessary to carry out the complete job.
- (iii) The Bidder is required to submit the complete documentation for solution and associated subscription components.

30. Warranty

- (i) The bid must include a minimum **one-year comprehensive on-site warranty** including licensing if any as per tender specification Annexure II.
- (ii) The Bidder will re-install the software and replace the machine/ equipment/ assemblies/ components/ parts supplied during the warranty period, in case of any failure, at no additional charge.
- (iii) The Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship. Bidder must warrant all components, accessories, spare parts etc. against any manufacturing defects during the warranty period. During the warranty period, Bidder shall maintain and repair/replace at the site all defective components, at no charge to NID MP.

31. End-of-life / obsolete components

Bidders must bid the latest model that are not announced by the principals as end of life product or obsolete at the time of shipment.

32. Spare parts

If any of the components are not available during the warranty period, in such case Bidder must

replace it with equivalent or higher capacity.

33. Support

Bidders are also required to submit details like address of the nearest support center, detail support escalation matrix, telephone/mobile numbers, for warranty service etc.

34. Penalties

- (i) **Delay in shipment, delivery and installation:** NID MP will charge penalty @ **0.5 % of the** total order value per week for the delay in shipment, delivery and installation of machines/ equipment at NID MP campus beyond 15 days from the date of purchase order, subject to a maximum 10% of the total order value. However, NID MP reserves the right to cancel the purchase order if the machine/ equipment is not supplied within 15 days from the date of purchase order.
- (ii) After the maximum penalty value is reached, the order will be cancelled and NID MP will initiate necessary action as per terms of the tender.

35. Termination

NID MP may at any time terminate the contract by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the NID MP.

36. Quality Standards

NID MP is looking for well proven / designed and quality product, which is used by a large number of users in India / abroad. All items quoted should be associated with specific model numbers and names and with literature. Any deviations from the specifications as given in **Annexure II** should be clearly listed in Annexure called "deviations" giving reasons thereof.

37. Subcontracts

The Bidder shall not assign to others, in whole or in part, their obligation to perform under the contract, except with the NID MP's prior written consent.

38. Indemnity

Bidder shall indemnify, protect and save NID MP against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the items supplied by Bidder.

39. Original Machines/ Equipment and Software

- (i) Bidder should guarantee that all the machines/ equipment delivered to NID MP are genuine and brand new. In the case of software, the Bidder should guarantee that the software

supplied to NID is licensed and legally obtained. All machines/ equipment and software must be supplied with their original and complete printed documentation.

- (ii) If any machines/ equipment and software is found to be fake, the performance guarantee will be forfeited, Bidder will be blacklisted and legal proceedings will be initiated by the Institute.

40. Force Majeure

- (i) Bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the Bidder, i.e. Force Majeure.
- (ii) For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the Bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake, natural calamity and fire, events not foreseeable but does not include the Bidder's fault or negligence or carelessness on the part of the Bidder, resulting in such a situation.
- (iii) In the event of any such intervening Force Majeure, the Bidder shall notify NID in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by NID, the Bidder shall continue to perform/render/dischage other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- (iv) In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, NID MP and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of NID MP shall be final and binding on the Bidder.

41. Resolution of Disputes

All disputes and differences of any kind whatsoever, arising out of or in connection with this Bid or in the discharge of any obligation arising under this Bid (whether during the progress of the work or after completion of such work and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators, one to be nominated by each party, and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of the arbitration shall be **Bhopal**.

42. Jurisdiction

In the event of any dispute not resolved amicably as enumerated in clause 18 above, Bhopal shall be considered as the place of execution of this contract arrangement and only courts in Bhopal alone shall have jurisdiction in the matter.

Registrar

National Institute of Design, Madhya Pradesh

Annexure I – Technical Bid

1. Name & Postal address of Bidder:

Telephones Nos.:

Fax Nos.

E-mail:

Mobile Nos.:

2. Name & address of Owners/ Partners/ Directors:

3. Nature of Firm/ Agency (Sole/ Partnership/ otherwise) :

4. GST Registration No. (Upload copy):

5. PAN No. (Upload copy):

6. Details of the turnover for the last three financial years **(indicate year-wise and upload audited document) :**

(i) FY 2017-18 -

(ii) FY 2018-19 -

(iii) FY 2019-20 -

7. Has your organization been placed in defaulter category or debarred by any Govt. Department/ PSU/ Autonomous Body? -

8. Bank Details:

Check list to Technical Bid

S. No	Check List of Documents/ Undertakings	Yes/ No and Page No.	Remarks (Give reasons if answer is No)
1.	Is the demand draft/ banker's cheque towards EMD, submitted to NID MP along with original bid?		
2.	Is copy of demand draft/ banker's cheque towards EMD, uploaded?		
3.	Is copy of GST No. certificate uploaded?		
4.	Is copy of PAN No. certificate uploaded?		
5.	Audited financial statements for the past three financial years. (i.e. FY 2017-18, FY 2018 -19 and FY 2019-20) uploaded?		
6.	Whether the Authorization letter from OEM (MAF as prescribed format at Annexure V) after issue of tender document uploaded?		
7.	Whether the Copy of valid registration proof as on date uploaded?		
8.	Whether the MSME/Start-up valid certificate for Tender fee and EMD Exemption uploaded?		
9.	Whether an undertaking against blacklisting by an authorized signatory of the company uploaded?		

Place:

Signature of the Proprietor/ Authorized Signatory

Date:

Rubber Seal indicating complete address

Annexure II – Technical Details & Specifications

The detailed technical specifications as given in Annexure II for the various machines/ equipment are minimum indicative major requirements. Bidder can submit bid for larger/superior specifications. All necessary/required components to configure above technical specifications must be included and mentioned in the bid.

Sr. No	Machine Name	Quantity	Technical Specifications	Operations
1	Clay Mixture	1	MOC:- M.S/ SS 304 CAP. 5-10 KG DOUGH PER BATCH APPROX ALL CONTACT PARTS SS 304 MOTOR 0.5 HP- I PHASE, 220 , 50 Hz	For reprocess of the waste clay
2	Clay Grinder	1	MOC:- M.S/SS 304 CAP. 50 KG PER HR APPROX DRY CLAY LUMS GRINDING ONLY ELEC. MOTOR 3 HP,3-PHASE, 415 V, 50 Hz OUT PUT FINE CLAY POWDER	To grinder the waste clay for the reuse of it.
3	Pug Mill	1	PUG MILL SHOUD HAVE S.S.304 AUGER OF DIA 150mm ALONGWITH SET OF DIES FOR EXTRUSION OF F DIA 75 mm (MAXIMUM) REDUCTION GEAR WITH MOTOR VACCUM PUMP WITH MOTOR DIAL GAUGE & VACCUM OIL WITH PUMP ELECTRIC MOTOR ARE STANDERD MAKE MACHINE FITTED ON M.S. CHANAL STAND MACHINE MOTER 1HP THREE PHASE 960 RPM VACCUM PUMP MOTOR 0.5 HP THREE PHASE OVERALL SIZE:- 3'FT L X 2'FT X 3FT H	A pugmill is a machine in which clay or other materials are mixed into a plastic state or a similar machine for the trituration of ore
4	LAB-FILTER PRESS (12 NOS. PLATES) with AIR OPERATED PUMP 1" (Without Compressor)	1	END PLATE 2 NOS. PLATE MATERIAL: - Polypropylene (PP)- 10nos HEAVY STRUCTURE WITH END PLATE CLOSING DEVICE: - MANUALLY FILTER PLATE 18" INCH X 18" INCH (SQUEAR) WITH FILTER CLOTH WITH P.P. NOSSAL & PP COCK CAP. 40 TO 50 Kg. / Cycle (Approx.)	Used in Liquid /Solid Separation for clay
5	Pot Mill	1	TWO PORCELINE POTS SIZE 5 LIT POT MOVING ON TWO ROLLERS WITH RUBBER BUSH, ROLLER FITTED ON ENGAL STAND WITH 1 H.P.ELEC. MOTOR,3-PH, 415 V MACHINE DRIVEN 'V' - PULLEY WITH WORM REDUCTION GEAR UNIT POT 70 RPM. FIX RPM POT CERAMIC PORCELAIN WITH LID CLAMP & RUBBER GASKET	A Pot mill is used to grind, blend and sometimes for mixing of materials for use in mineral dressing processes.

Annexure III - Undertaking of Authenticity for machinery and equipment

1. With reference to the Items being quoted to you vide our quotation No..... dated..... , we hereby undertake that all the components / parts / assembly / software used in the Machinery and equipment, shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.
2. We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorized license certificate [e.g. product keys on certification of authenticity in case of Microsoft Windows operating system] and also that it shall be sourced from the authorized source (e.g. authorized Microsoft channel in case of Microsoft operating system).
3. Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM suppliers at the time of delivery or within a reasonable time.
4. In case of default and we are unable to comply with above at the time of delivery or during installation for the Machine/ equipment/ assemblies/ components/ parts / software already billed, we agree to take back those without demur, if already supplied and return the money if any paid to us by you in this regard.
5. We..... (Bidder name) also take full responsibility of both parts & service SLA as per the content even if there is any defect by our authorized service centre / reseller / SI etc.

Authorized Signatory

Name :

Designation :

Date :

Place :

Annexure IV - Covering letter format

Date: _____ 2020

Bid Reference No.: _____ To:

The Registrar

National Institute of Design, Madhya Pradesh

Acharpura, Eint Khedi,

Post Arwaliya, Bhopal (MP) – 462038

1. Having examined the Tender document including all annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, bid to supply, deliver, commission machine/ equipment/ assemblies/ components/ parts in conformity with the said Tender in accordance with the Schedule of Prices indicated in the Financial bid and made part of this bid.
2. If our bid is accepted, we undertake to complete the installation and commissioning within 15 days calculated from the date of receipt of your Purchase Order/ Letter of Intent.
3. We agree to abide by this bid till 120 days from the date of opening of the technical bid by NID and our bid shall remain binding upon us and may be accepted by NID any time before the expiration of that period.
4. Until a formal contract is prepared and executed, this bid, together with NID's written acceptance thereof and NID's notification of award, shall constitute a binding contract between us.
5. We understand that NID is not bound to accept the lowest or any bid NID may receive without assigning any reason whatsoever.

Dated this _____ day of _____ 2020

Signature: _____ (in the Capacity of:) _____

Duly authorized to sign the bid for and on behalf of the bidder

Annexure V – Manufacturer’s Authorization Form (MAF)

Date:

To:

The Registrar
National Institute of Design, Madhya Pradesh
Acharpura, Eint Khedi,
Post Arwaliya, Bhopal (MP) – 462038

Sub: Authorization Letter for Bidding for the above tender

Dear Sir,

1. I/We (Manufacturer/ OEM) hereby certify that M/s (Bidder) is an authorised (Relationship) of Manufacturer/ OEM and the Firm is authorised to represent Manufacturer/ OEM in submitting their bid for (Product) and conclude the contract with you. We are confident of M/s (Bidder’s) ability to represent us and provide full support in making your project successful.

2. We hereby extend our full guarantee and warranty for the goods supplied by us and confirm that the products quoted are not end of life products and we confirm that we would provide post warranty support including spares, patches for the quoted products available for next one year.

Yours faithfully,

Authorized Signatory

This letter of authority should be on the letterhead of the manufacturer/ OEM and should be signed by a competent representative of the manufacturer/ OEM.

Annexure VI – Undertaking against Black Listing

It is certified that my Firm/ Agency/ Company has never been **black listed** by any of the Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings of the Government of India or state Government and no criminal case is pending against the said Firm/ Agency/ Company as on _____.

Signature of the Bidder _____

Name of the Signatory _____

Name of the Firm/ Agency _____

Seal of the Firm/ Agency _____

Place: _____

Date: _____