



**INVITATION FOR ANNUAL MAINTENANCE CONTRACT FOR TESCANA  
SEM VEGA WITH OXFORD EDS UNIT (proprietary item)**

M/s. Labindia Instruments Pvt Ltd, Nand Chambers, L.B.S Marg, Near Vandana Cinema, Thane- 400602 with proven track record and experience in the supply of above concerned item are invited to submit their most competitive bid on or before **17-08-2022 at 11.00 AM**.

**Important Dates:**

1	Last Date for Submission of Tenders	<b>17<sup>th</sup> August 2022 up to 11:00 AM</b>
2	Date of Opening of Technical Bids	<b>17<sup>th</sup> August 2022 at 11:30 AM</b>

Prospective bidder may download the Tender document from <https://eprocure.gov.in/eprocure/app> - Tenders by Organisation – National Project Implementation Unit - World Bank Tenders – NATIONAL INSTITUTE OF TECHNOLOGY WARANGAL and <https://nitw.ac.in/main/update/Jobs/Tenders/> submit the ebid on-line as per the Tender Document.

## 1. **Standard Terms & Conditions**

Law of the country are reflected in these terms and conditions, therefore, neither deviation from the standard text given in the clauses nor deletion of any of these clauses should normally be admitted. In case a deviation from these clauses has to be considered/ allowed, approval of NITW will be required.

2. **Effective Date of the Contract:** The standard text of this clause is as under: In case of placement of a supply order, the date of acceptance of the Supply Order would be deemed as effective date or as agreed by both the parties. In case a contract is to be signed by both the parties, the Contract shall come into effect on the date of signatures of both the parties on the Contract (Effective Date) or as agreed by both the parties. The deliveries and supplies and performance of the services shall commence from the effective date of the Contract.

3. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India and shall be governed by and interpreted in accordance with the laws of the Republic of India.

4. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to product or performance, which cannot be settled amicably, shall be resolved by arbitration in accordance with the following applicable provision.

“The case of arbitration may be referred to respective CFA or a person appointed by him who will be sole arbitrator and the proceedings shall be conducted in accordance with procedure of Indian Arbitration and Conciliation Act, 1996”.

5. **Penalty for Use of Undue influence:** The Seller/ Service Provider undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer.

6. **Access to Books of Accounts:** This provision gives right to the Buyer to access Seller/ Service Provider's books of accounts for checking if Seller/ Service Provider has violated its undertaking given at the time of submission of bid on use of undue influence and/or employment of agent. The standard text of this clause is as under:

“In case it is found to the satisfaction of the Buyer that the Bidder/ Seller/ Service Provider has violated the provisions of use of undue influence and/or employment of agent to obtain the Contract, the Bidder/ Seller/ Service Provider, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/ information/ Books of Accounts.”

7. **Non-disclosure of Contract Documents:** This clause restricts parties not to share the information provided by each other without explicit consent. The standard text of this clause is as under:

“Except with the written consent of the Buyer/ Seller/ Service Provider, other party shall not disclose the Contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.”

8. **Withholding of Payment:** In the event of the Seller/ Service Provider's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in the Contract, the Buyer may, at his discretion, withhold any payment until the completion of the Contract.

9. **Liquidated Damages (LD):** The Buyer may deduct from the Seller/ Service Provider, as agreed, liquidated damages at the rate of 0.5% per week or part thereof, of the basic cost of the delayed Service which the Seller/ Service Provider has failed to deliver within the period agreed for delivery in the contract. LD can also be levied on the Seller/ Service Provider on the basic cost of the Service partially within the scope of the order/ contract that could not be put to use due to late delivery of the remaining stores. The maximum quantum of LD would be 10% of the total order value (excluding taxes & duties).

## 10. **Termination of Contract:**

- a) The store/ service is not received/ rendered as per the contracted schedule(s) and the same has not been extended by the Buyer.  
Or  
The delivery of the store/service is delayed for causes not attributable to Force Majeure for more than 06 (six) months after the scheduled date of delivery and the delivery period has not been extended by the Buyer.
- b) The delivery of store/service is delayed due to causes of Force Majeure by more than 06 (six) months provided Force Majeure clause is included in the contract and the delivery period has not been extended by the Buyer.
- c) The Seller/ Service Provider is declared bankrupt or becomes insolvent.
- d) The Buyer has noticed that the Seller/ Service Provider has violated the provisions of use of undue influence and/or employment of agent to obtain the Contract.
- e) As per decision of the Arbitration Tribunal.

**11. Notices:** Any notice required or permitted by the Contract shall be written in English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/ airmail, addressed to the last known address of the party to whom it is sent.

**12. Transfer and Sub-letting:** The Seller/ Service Provider has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the Contract or any part thereof without written consent of the Buyer.

**13. Use of Patents and other Industrial Property Rights:** The prices stated in the Contract/SO shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other Industrial Property Rights. The Seller/ Service Provider shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller/ Service Provider shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies or any or all the rights mentioned above.

**14. Amendments:** No provision of the Contract/ SO shall be changed or modified in any way (including this provision) either in whole or in part except when both the parties are in written agreement for amending the Contract/SO.

**Taxes and Duties:** This clause identifies the taxes and duties admissible and to be paid by the respective parties during the course of execution of the Contract/ SO.

**(i) General:**

- Bidders must indicate separately the relevant taxes/ duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.
- If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/ tax will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/ quantum of any Duty/ tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the Seller/ Service Provider to obtain exemptions from taxation authorities.
- Any changes in levies, taxes and duties levied by Central/State/ Local governments such as excise duty, VAT, Service tax, Octroi/entry tax, etc. on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/ tax paid by the Seller/ Service Provider. Similarly, in case of downward revision in any such duty/ tax, the actual quantum of reduction of such duty/ tax shall be reimbursed to the Buyer by the Seller/ Service Provider. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any, obtained by the Seller/ Service Provider. Section 64-A of Sales of Goods Act will be relevant in this situation.
- Levies, taxes and duties levied by Central/ State/ Local governments such as excise duty, VAT, Service tax, Octroi/entry tax, etc. on final product will be paid by the Buyer on actuals, based on relevant documentary evidence, wherever applicable. Taxes and duties on input

items will not be paid by Buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.

- TDS as per Income Tax Rules will be deducted and a certificate to that effect will be issued by the Buyer.

**15. Denial Clause:** Variations in the rates of statutory levies within the original delivery schedule will be allowed if taxes are explicitly mentioned in the contract/ supply order and delivery has not been made till the revision of the statutory levies. Buyer reserves the right not to reimburse the enhancement of cost due to increase in statutory levies beyond the original delivery period of the supply order/ contract even if such extension is granted without imposition of LD.

**16. Pre-Contract Integrity Pact Clause:** The essential elements of the Pact are as follows:

- a) A pact (contract) between the Government of India (Ministry of Education) (the authority or the "Director") and firms submitting a bid for this specific activity (the "Bidder");
- b) An undertaking by the Director that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal proceedings in case of violation;
- c) A statement by each Bidder that they have not paid, and will not pay, any bribes;
- d) An undertaking by each Bidder to disclose all payments made in connection with the Contract in question to anybody (including agents and other middlemen as well as family members, etc., of officials); the disclosure would be made either at the time of submission of Bids or upon demand of the Director, especially when suspicion of a violation by that Bidder emerges;
- e) The explicit acceptance by each Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.
- f) Undertaking on behalf of a Bidding company will be made "in the name and on behalf of the Institute Director".
- g) Any or all of the following set of sanctions could be enforced for any violation by a Bidder of its commitments or undertakings:
  - (i) Denial or loss of contracts;
  - (ii) Forfeiture of the EMD and Performance cum Warranty Bond;
  - (iii) Liability for damages to the Director and the competing Bidders; and
  - (iv) Department of the violator by the Principal for an appropriate period of time.
- h) Bidders are also advised to have a company code of conduct clearly rejecting the use of bribes and other unethical behavior and compliance program for the implementation of the code of conduct throughout the company.
- i) The draft Pre-Contract Integrity Pact is attached as Annexure 'H'. The Bidders are required to sign the pact and submit it separately along with the Techno-Commercial and Price bid."

**17. Undertaking from the Bidders:** An undertaking will be obtained from the Bidder/firm/ company/vendor that in the past they have never been banned/debarred for doing business dealings with Ministry of Defense/Govt. of India/ any other Govt. organization and that there is no enquiry going on by CBI/ED/any other Govt. agency against them.

**18. Purchase Preference Clause:** Purchase preference will be granted to the nominated agencies for the specified quantity as per the policy of Govt. of India in vogue.

**19. Permissible Time Frame for Submission of Bills:** To claim payment (part or full), the Seller/ Service Provider shall submit the bill(s) along with the relevant documents within 60 (sixty) days from the completion of the activity/ supply. (Lab should mention the no. of days and the activity from which the counting will start)

**20. Payment Terms:** Payment terms are of great importance to both Buyer and Seller/ Service Provider as the cost of finance plays a very important role in deciding the cost of an item or service being contracted for. RFP should clearly state the terms of payment including stage payment/ advance payment, if any, as well as the mode of payment. The payment terms should normally be in accordance with the options given in RFP as any change of payment terms specified in the RFP can alter L1 determination. In case where the payment terms offered by the bidders differ from the options given in the RFP, DCF technique may be utilized for LI determination. The standard text of this clause is as under:

a) **For Indigenous Seller/ Service Provider:**

The payment will be made as per the following terms, on production of the requisite documents:

- (i) 100% payment within 30 days after receipt, satisfactory installation and acceptance of stores/equipment in good condition or the date of receipt of the bill whichever is later.  
Or  
Stage-wise/Pro rata payments as per the milestone/time described here. (payment milestone/time shall be identified by the Lab and mentioned here.)
- (ii) Pro rata payment for the services rendered will be made as per the frequency described here. (The frequency shall be pre-defined by the Lab)

b) **Advance Payments:**

No advance payment will be made.

c) **Part Supply and Pro rata Payment:**

Part supply will not be acceptable.

Or

Full supply may be accepted in maximum \_\_\_\_\_ nos. of lots. However, Pro rata payment will not be made for the part supplies of the stores(s) made.

Or

Full supply may be accepted in maximum \_\_\_\_\_ nos. of lots. Pro rata payment will be made as per the applicable payment terms for the part supply of the stores(s).

d) **Mode of Payment:**

- (i) For Indigenous Seller/ Service Providers: It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details to facilitate payments through ECS/EFT mechanism instead of payment through cheque, wherever feasible.

**21. Documents to be furnished for Claiming Payment:** RFP should clearly spell out the list of documents required from the Seller/ Service Provider for claiming payment. The standard text of this clause is as under:

(a) **Indigenous Seller/ Service Providers:** The payment of bills will be made on submission of the following documents by the Seller/ Service Provider to the Buyer

- (i) Ink-signed copy of Contingent Bill.
- (ii) Ink-signed copy of Commercial Invoice / Seller/ Service Provider's Bill.
- (iii) Bank Guarantee for Advance, if applicable.
- (iv) Guarantee/ Warranty Certificate.
- (v) Details for electronic payment viz. Bank name, Branch name and address, Account Number, IFS Code, MICR Number (if these details are not already incorporated in the Contract).
- (vi) Original copy of the Contract and amendments thereon, if any.
- (vii) Self certification from the Seller/ Service Provider that the GST received under the contract would be deposited to the concerned taxation authority. In this regard, extant Government orders will be applicable.
- (viii) Any other document/ certificate that may be provided for in the Contract.  
(Note – Lab may specify any other documents required as per need)
- (ix) Satisfactory performance certificate from the user department.

**22. JURISDICTION:** The Courts of Warangal alone will have the jurisdiction to try and any matter dispute or reference between the parties arising of this agreement/contract.

In addition, the Special Conditions of Contract (if mentioned along with the specifications of the item) shall supplement these General Conditions of Contract. Wherever there is a conflict, the provisions mentioned in the SCC shall prevail over these General Conditions of Contract.

Please note that the institute reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or bidders.

**I. SPECIAL CONDITIONS OF CONTRACT (SCC)**

<b>AMC Requirements for the SEM equipment (Model: VEGA 3.0 LMU with Oxford EDS unit, Make TESCAN)</b>	
1. No of Visits/ year	<ul style="list-style-type: none"> <li>• Two Preventive Maintenance visits at regular intervals</li> <li>• Two emergency breakdown visits on requirement</li> <li>• Remote diagnosis for 4 hours</li> </ul>
2. Scope of work	<p>a. During the AMC, the Service Provider will facilitate Diagnosis during breakdowns including the following</p> <ul style="list-style-type: none"> <li>• Software</li> <li>• SEM electronics</li> <li>• SEM vacuum console cabinet</li> <li>• SEM specimen chamber</li> <li>• SEM column</li> </ul> <ol style="list-style-type: none"> <li>1. Check the System up time, value of System Time</li> <li>2. Check the Vac. running time, value of Vac Time</li> <li>3. Check the SW licences and installed modules are valid</li> <li>4. Check the update SW to newest version (including help files),</li> <li>5. Inspect the log files for errors and evaluate possible reasons if any error found</li> <li>6. Inspect the interior for dust deposit, clean/vacuum</li> <li>7. Remaining oil in days Main TMP (Health Status Panel)</li> <li>8. Remaining oil in days LVSTD TMP (Health Status Panel)</li> <li>9. All fans are in operation and, produce low acoustic noise</li> <li>10. Inspect the interior for dust deposit, clean/vacuum if necessary</li> <li>11. Inspect and adjust suspension according to service manual</li> <li>12. Do the Mouse, Keyboard, Track Ball, Control Panel and Monitors function properly</li> <li>13. Change oil in the TMP wherever required</li> <li>14. Change oil in the LVSTD TMP wherever required</li> <li>15. Change Rotary pump oil and exhaust filter (every 10 000 vacuum operating hours) or wherever required</li> <li>16. Inspect chamber cleanness</li> <li>17. Inspect stage XY screws for excessive grease and dust deposits</li> <li>18. Clean stage carousel</li> <li>19. Inspect vertical alignment of all retractable detectors in respect to objective</li> <li>20. Calibrate stage and all motorized detectors</li> <li>21. Move stage axes to maximum and minimum three times</li> <li>22. Check the linear bearing cages of axes if they are not excessively protruding out of the stage, or if they are not damaged. If necessary slowly tap them back in</li> <li>23. Check touch alarm functionality</li> <li>24. Check if is image visible in chamber view when the doors are open and closed</li> <li>25. Record the time to Vacuum Ready condition after starting pump down (pump/vent/pump):</li> <li>26. SEM gun pressure (5kV and 30 kV)</li> </ol>

	<p>27.SEM column pressure (after at least 30min pumping)</p> <p>28.SEM chamber pressure (after at least 30min pumping)</p> <p>29. TMP current (after at least 10min of pumping)</p> <p>30.Inspect gun/Wehnelt interior/beam blanker (Tungsten filament)</p> <p>31.Resolution test (RESOLUTION, HV=30kV, SE, WD≈5mm, 100kx)</p> <p>32.Clean/change apertures if previous resolution test shows poor column performance</p> <p>33.Switch to Low vacuum mode and check pressure regulation for 100Pa and 10Pa</p> <p>34.Load and check default configuration acc. to service manual</p> <p>In addition to the above, the service provider shall forecast the health of the machine and shall caution the purchaser for timely replacement of the parts/accessories. Also suggest all suitable remedial measures to prevent excessive wear / tear of the machine/ accessories/parts. The service provider shall be responsible for all the untoward incidents by the service personal /accidents can happen to the service personal at NIT Warangal campus during the AMC period.</p>
<p>3. Payment terms</p>	<p>No advance payment. AMC prices for three years (year wise) need to be quoted by the supplier, while the work order will be issued year on year basis as per agreed prices.</p> <p>The payment towards AMC will be paid half yearly on completion of every half year. For payment, the Service Provider needs to submit the invoice copy along with the copy of Service report irrespective of system performance as this contract covers Labour only charges and the spares procurement is under scope of purchaser.</p>
<p>4. Extra visits</p>	<p>Quote for (apart from the AMC visits) additional visits/ day and application support, along with applicable service taxes. Also quote remote support/hour basis.</p>

**AMC for the SEM equipment (Model: VEGA 3.0 LMU with Oxford EDS unit, Make TESCAN)**

**II. PRE-QUALIFICATION CRITERIA/DOCUMENTS & TECHNICAL BID:-**

Technical Bid must be accompanied with the following documents/information

- a) Detailed profile of the Company :-
- Name of the firm, Address, email and Telephone Number :
  - Name of the Contact Person, Telephone/ Mobile / Email :
  - Name of the bank (With full address Type of account, Account Number, IFSC Code & RTGS Details)
  - Certificate of Incorporation. (Copy to be enclosed)
  - **Proprietary Certificate. (Copy to be enclosed)**
  - PAN /GST registration certificate. (Copy to be enclosed)
  - Turn over for last 03 YEARS (Audited P & L Statement copy to be enclosed)
  - Bidders should not have been blacklisted in past 5 years by Govt./BFSI/PSU Govt. Dept./Regulator/statutory body. Bidder must provide a self-declaration for the same.
  - The Bidder must have 3 years' experience in supply of above said item and installation/completion certificate(s) of Central Govt/State/P.S.U/Autonomous Institutions/Pvt Organisations etc.
  - Bids will be accepted from manufactures or their authorized Dealers/Distributors only. Documentary evidence to this affect shall be enclosed.
  - Bids from authorized Dealers/Distributors shall be accepted provided they have a specific authorization certificate issued by the manufacture to Quote for NIT Warangal against the present Tender Notice.

Annexure I (Format for declaration & to be enclosed as last page of the bid document)

<p style="text-align: right;"><b><u>D</u></b></p> <p style="text-align: center;"><b><u>DECLARATION</u></b></p> <p style="text-align: center;">(To be furnished by the supplier on company's Letter Head)</p> <p style="text-align: center;">I/we hereby solemnly declare and affirm that the above documentary evidence/declarations are true and correct to the best of my knowledge and beliefs. No part of it is false and nothing has been concealed therein.</p> <p style="text-align: center;">Name and Signature of the competent Authority of the firm</p> <p>Date &amp; Seal</p>
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**ANNUAL TURNOVER**

Sl. No.	Annual turnover w.r.t. above item			Remarks if any
	2018-19	2019-20	2020-21	
(1)	(2)	(3)	(4)	(5)

Sig. Sig. of the Chartered Account with seal

The relevant documents are enclosed as Page Nos. \_

Certified copies of ITRs are enclosed as page Nos. \_\_

Sig. of the tendered with Seal

Note: (i) Documentary evidence shall be submitted along with the format  
(ii) Certified copies of ITRs of the above years shall be enclosed.

**Bank details of the Tenderer for making payment in case L-1**

<b>Name of the Beneficiary</b> (fill in Capital Letter) As per Bank account															
<b>Bank Account No.</b> (Beneficiary)															
<b>Name of the Bank:</b>															
<b>Name of the Branch:</b>															
<b>IFSC Code of the Branch</b>															
<b>Swift Code/BIC Code</b> (if needed)															
<b>PAN No.</b>															
<b>Mobile No.</b>															
<b>Email ID:</b>															

Signature

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date & Seal of the competent authority of the firm

## FINANCIAL BID

### FORMAT FOR FINANCIAL BID/PRICE BID

#### AMC for TESCAN SEM VEGA WITH OXFORD EDS UNIT

S.NO	ITEM	QTY	BASIC PRICE	GST	TOTAL AMOUNT
1	AMC for TESCAN SEM VEGA WITH OXFORD EDS UNIT	I Year			
		II Year			
		III Year			
		Extra Visits (Incl all)			
Grand Total					

Date & Seal

Signature of the authorized  
Signatory of the firm

DO NOT QUOTE HERE