

**SARDAR VALLABHBHAI
NATIONAL INSTITUTE OF TECHNOLOGY,
SURAT – 395 007, GUJARAT, INDIA.**



**TENDER DOCUMENT
FOR
Supply and Training of Automated
External Defibrillator**



सरदार वल्लभभाई राष्ट्रीयप्रौद्योगिकी संस्थान, सूरत
SARDAR VALLABHBHAI NATIONAL INSTITUTE OF TECHNOLOGY,
SURAT, GUJARAT-395007.

(An Institute of National Importance, Ministry of Education, Govt. of India)

SVNIT

NOTICE INVITING TENDER

The S. V. National Institute of Technology, Surat invites sealed bids under **Single bid** system from eligible suppliers only in line with Government orders for the following :

Sr. No.	NIT No.	Name of the Item	Quantity	Validity of the bid	Delivery Period	Warranty period
01		Supply and Training of Automated External Defibrillator (Detailed Technical Specifications of the item are as per Chapter-8 enclosed)	03 Nos.	90 Days	45 Days	5 Years
		Bid Security/EMD	Nil			

Notes:

1. For the above tender, the necessary blank tender copy must be downloaded from the CPP (e-publish) Portal at <https://eprocure.gov.in/epublish/app> /Institute website at https://www.svnit.ac.in/web/notice_events_tenders.php?tag=tenders during 17/06/2021 to 08/07/2021. The said tender duly filled shall be submitted on or before 08/07/2021 (during office hours by RPAD/Speed Post/Courier/Hand Delivery only) along with necessary documents. Any amendments/corrigendum would be hosted on CPP Portal & Institute website only.
2. *The bidders are requested go through the complete Notice Inviting Tender and Tender document before submitting their bids.*
3. Bids/Quotations may be submitted directly by the OEM or their Authorized distributors/Dealers/Reseller Agents/Channel Partners with proof of authorization.

SVNIT Surat shall not be responsible for non-receipt bid due to postal delays or any other reasons. For any issues related to tender please contact Store Section. Tel. +0261-220 1515 Ext 1780 Email; ar_es@svnit.ac.in

Yours sincerely,

Assistant Registrar/Deputy Registrar
For and on behalf of the Director, SVNIT
(The Purchaser)

CHAPTER – 2

SCHEDULE OF TENDER

Sl. No.	Event	Date and Time/ Remarks
01	Commencement of Downloading of Tender Document	June 17, 2021 at 2:00 PM https://eprocure.gov.in/epublish/app or https://www.svnit.ac.in/web/notice_events_tenders.php?tag=tenders
02	Tender Document download end date	July 8, 2021 at 3:00PM (IST)
02	Last date & Time of Submission of Bids	July 8, 2021 upto 03:00 PM (IST)
03	Date & Time of Opening of Bids	July 9, 2021 at 3:30 PM (IST)
04	Place of opening of bids	Institute Central Stores, SVNIT, Surat
05	The sealed covers should be addressed to:	Director, Sardar Vallabhbhai National Institute of Technology, Surat-395 007
04	All the communications with respect to the tender shall be addressed to:	Assistant Registrar Estate & Store Section Contact No.:0216-2201780 Email : ar_es@svnit.ac.in
05	For taking assistance, if any	CPP Portal website: www.eprocure.gov.in CPP Portal Help Desk Toll Free No.: 18002337315, 180030702232

Note:

- If the tender is not opened on the above date, due to unforeseen circumstances, then the next working day will be considered as tender opening date.

CHAPTER – 3

TECHNICAL ELIGIBILITY CRITERIA

Sr. No	Details	Compliance Yes/No	Deviations/Remarks, if any
1	The Bidder should be OEM/Authorized Distributors/Dealers etc. and should have existence of firm for a minimum period of 3 Years. (Certificate of Incorporation/ Registration/ Authorization by OEM should be attached)		
2	Self-certified copy of PAN card		
3	Copies of valid GST registration certificate		
4	Bidder Acceptance of Tender Document as per Annexure-1 attached.		
5	Bidder Information as per Annexure-2 attached		
6	Delivery Period: Within 45 Days from the date of order.		
7	Warranty: 5 years' comprehensive warranty		
8	Training should be imparted at free of cost		
9	The bidder must have an office in the state of Gujarat for providing after sale services		
10	List of users for the quoted model as per Annexure-3		
11	Whether firm is MSEs Unit: If YES, then please Specify the category of ownership: SC/ST or Women: (Please Submit the Documentary Evidence for UAM and ownership details.)		

Note:

1. Make/Model of the item should be clearly mentioned in your bid.
2. In the event of purchase order, training should be imparted to three officials of the institute for one day at purchaser's site.
3. Bids not complying to the above technical eligibility criteria are liable to be rejected.

CHAPTER - 4

TECHNICAL SPECIFICATIONS

- It should have self-test with inbuilt CPR coaching, while performing CPR the defibrillator voice instructions should be activated to coach on the frequency and depth of compression as well as breath. Self-test includes internal circuits, cartridge pads & battery capacity on daily basis.
- Should have 05 years of equipment warranty from reputed company and local established authorized service dealer· capable to providing services with company trained persons. Latest Sales & Service authority letter from principal company must be attached along with offer, if not found then offer will not be considered.
- It should have maintenance free lithium manganese dioxide battery with up to 05 years of long life or 200 shocks.
- It should be design as per American Heart Association Guidelines (AAMI DF80) & USA FDA certified.
- Should have Smart Biphasic Therapy feature with Impedance Compensation technology. Should have auto evaluation of patient's ECG to determine if a rhythm is shockable or not (like Ventricular Fibrillation, certain ventricular Tachycardia's associated with lack of circulation etc.) Should interpret some VT rhythms associated with circulation and very low amplitude or low frequency rhythms as non-shockable.
- Should have shock to shock cycle time of 20 seconds.
- Should be light weight around 1.5 Kg including battery & carrying case.
- It should meet environmental I physical requirement like temperature 0 (Zero) degree to 50-degree C, humidity - 0-95 %, should work in ambulance I running vehicle with shock + vibration (EN 1789 standard) & also should comply with 01-meter drop test from any angle I corner etc.
- The quoted model must have sufficient users in Surat & nearby area and you have to attach the list of users list of quoted model along with latest authority letter.
- It should not have Electro Magnetic Interference and have necessary certification for the same.
- The smart cartridge contains two adhesive pads that are replaced on the patient's bare skin as indicated with picture on the pads at Sternum & Apex side.
- The AED can be used on patient of any age, including infants and children, AED senses when the special infant/child SMART pads cartridge is installed. It should automatically adjust to use a lower energy level more appropriate for infant and children and also provides coaching for performing infant child CPR.

CHAPTER - 5

GENERAL TERMS & CONDITIONS OF CONTRACT

1. BIDDER:

Tenders are invited only from Original Equipment Manufacturers OR their Authorized Distributors/ Dealers/Firms etc., for supply and installation of the stores mentioned in this Notice Inviting Tender.

Vendors are requested to attach proof to show that they are the Authorized Dealers of the brand that they are quoting for the manufacturers of the product.

2. TENDER TYPE:

Single-part Bid in sealed cover with both technical and financial bids. Documents in support of Chapter-3, 4 and 7 should be kept in a single sealed cover and submit to the “Director, SVNIT, Surat-395007” by super scribing the tender description on the envelope with in the due date.

3. BID VALIDITY:

The bids shall be valid for a period of as mentioned in the Notice Inviting Tender from the date of opening of the Bids.

4. OPENING OF TENDERS:

The opening of the bids would be done as specified schedule mentioned in the tender document, unless otherwise postponed. In the event of the specified date of Bid Opening being declared a holiday for the SVNIT, Surat the Bids shall be opened at the appointed time and location on the next working day.

7. OPERATION/INSTRUCTION MANUAL:

In respect of stores where instruction/operation manual is essential to enable the purchaser to put the stores into proper use, the contractor shall furnish such instruction/operation manual in English language along with the stores free of cost.

8. LEAFLET/CATALOGUE:

Bidder shall upload all necessary item wise catalogues/drawings technical literature data sheet as are considered essential for full and correct evaluation of their technical bid. The bids are liable to be ignored if this condition is not complied with.

9. ACCEPTANCE OF BID

The purchaser shall be under no obligation to accept the lowest or any other bid and shall be entitled to accept or reject any bid in part or full without assigning any reasons whatsoever at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

The purchaser also reserves the right to reject the bid, which is not in conformity with the conditions contained in this document or the instructions to bidders attached in NIT, if any including non-acceptance of submission of securities as called for in the NIT.

10. QUALIFYING REQUIREMENTS:

The bidder is required to submit all the supporting documents/information on the alongwith their bid for establishing their qualification as mentioned in the NIT.

11. PURCHASE/PRICE PREFERENCE:

Purchase/price preference to industries will be given as per the policy of the Government of India in force at the time of opening of bids provided their bid is in compliance with the conditions of the policy.

12. AWARD CRITERIA.

The Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

13. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:

The Purchaser reserves the right at the time of Contract award 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.

14. OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity of the required goods up to 25% (Twenty-Five) per cent at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice.

15. NOTIFICATION OF AWARD: Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or e-mail that the bid has been accepted and a separate purchase order shall follow through post.

16. ORDER ACCEPTANCE:

The successful bidder should submit Order acceptance within 14 days from the date of issue of order/signing of contract, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited.

17. SIGNING OF CONTRACT:

Promptly after notification, the Purchaser shall send the successful Bidder the Agreement/Purchase Order. Within twenty-one (21) days of date of the Purchase Order, the successful Bidder shall sign, date, and return it to the Purchaser.

18. STATUTORY LEVIES SUCH AS GOODS AND SERVICE TAX

Statutory levies at rate applicable for the purchaser within original delivery date will be admitted by the purchaser.

GOODS AND SERVICE TAX

Concession/Exemptions: SVNIT, Surat, being a Public Funded Research Institute is entitled for availing Customs Duty exemptions in terms of Notfn. No. 51/96 dated 23.07.1996, Notfn. No. 28/2003- Customs dt. 01/03/2003, Notfn. No.43/2017- Customs

dt. 30/06/2017 & notfn. No. 47/2017- Integrated Tax (Rate) dt. 14/11/2017, Notfn. No. 10/2018- Integrated Tax (Rate) dt.25/0/2018 and Notfn. No. 45/2017-Central Tax (rate) dt. 14/11/2017, Notfn. No. 45/2017-Union Territory Tax(Rate) dt. 25/01/2018 as amended from time to time. Presently this is valid till 31.08.2021 vide Order No. TU/V/RG- CDE(1145)/2016 Dt.30/05/2018 issued from DSIR- Ministry of Science & Technology Govt. of India.

Decision to avail concession/exemption, in each case will be at the sole discretion of the purchaser. Wherever concession/exemption is mentioned in the contract, purchaser will provide the relevant certificate to the contractor. It would be the responsibility of the contractor to obtain the same from the purchaser before effecting the delivery of stores failing which the excess tax paid by the contractor shall not be reimbursed by the purchaser in any case.

The following certificates shall be submitted by the contractor to the paying authority along with the bills itself: -

Certified that Taxes and Duties charged has not been exempted under the respective Acts and rules made there-under and the amount claimed on account of inclusive all subsumed taxes and duties and is not more than what is payable under the provisions of relevant Act or the rules made there-under.

Certified further in respect of amount of Taxes and Duties claimed in the bill, no claim is pending for refund/or admissible for adjustment of Taxes and Duties. Certified that in the event of refund in whole or in part of the element of taxes and duties from Government in future, we shall refund the amount of refund obtained by us to the purchaser.

Certified that we the contractor shall be solely responsible for payment of Taxes and Duties made in the Invoice to the concerned authorities and shall indemnify the purchaser from any claim or its liability from concerned authorities at any stage.

Certified that no refund has been obtained in respect of the reimbursement of Taxes and Duties made to contractor in respect of earlier reimbursements made by the purchaser.

In case of failure on our part to refund the reimbursement received from Tax Authorities, we the contractor hereby permit, the purchaser to deduct a sum equivalent to the amount refunded by the authorities without any further reference to the contractor, from any of their outstanding bills against this or any other pending Government Contracts and that no dispute on this account would be raised by the contractor.

*Further certified that the, we abide-by the all provisions of Acts of the Government and rules made thereunder especially regarding anti-profiteering provisions. Certified further that we (our Branch or agent)*_____

(address) are registered in the State of
*under Registration Numbers No.*_____.

(Stamp and Signature of the Contractor)

19. PROHIBITION AGAINST USE OF THE NAME OF SVNIT WITHOUT PERMISSION FOR PUBLICITY PURPOSES

The bidder or contractor or its sub-contractor, consultant, adviser or its employees or any one claiming on behalf of them shall not use the name of Sardar Vallabhbhai National Institute of Technology, Surat for any publicity purpose through any public media like Press, Radio, T.V. or Internet without the prior written approval of the purchaser.

20. CONFIDENTIALITY

Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of the contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

The drawings, specifications, prototypes, samples or any other correspondence/details/information provided by the purchaser relating to the tender or the contract shall be kept confidential by the bidder or contractor as the case may be, and should not be disclosed or passed on to any other person/firm without prior written consent of the purchaser. This clause shall also apply to anyone claiming through bidder or contractor, i.e., the sub-contractors, consultants, advisers of the contractor and its employees, etc.

21. CANVASSING

Canvassing in any form with regard to this tender will lead to rejection of the bid

22. COUNTRY OF ORIGIN

Wherever the tenders are for imported stores, the country of origin of the stores must be clearly specified in the bid.

23. TERMS AND CONDITIONS OF THE CONTRACT

It must be clearly understood that any contract concluded pursuant to this NIT shall be governed by the General, Special and Additional Conditions of the Contract as contained in the NIT. Bidder must, therefore, take special care to go through the NIT. It should also be realized that the General Conditions of Contract, Special Conditions of Contract and Additional Conditions of Contract, if any, contained in NIT is binding and the bidder is willing to execute the contract as per the purchaser's terms and conditions of contract.

24. RIGHT OF ACCEPTANCE:

This Institute does not pledge itself and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the firm shall supply the same at the rate quoted. The firm shall be at liberty to tender for the whole or any portion or to state in the tender that the rate quoted shall apply only if the entire quantity is taken from the firm.

25. No correspondence/discussion/visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tenders for technical discussions/ price negotiations. Any violation of this will render the quotations invalid and the firm is liable to be blacklisted.

26. Sardar Vallabhbhai National Institute of Technology, Surat. reserves the right to call for techno-commercial/price negotiations. The company should depute competent representative for such discussion/negotiations whenever called for and he shall be competent to take on the spot decisions.

27. FORCE MAJEURE:

Neither the contractor nor the institute shall be liable to the other, for any delay in or failure of their respective obligations under this contract caused by occurrences beyond the control of either party because of fire, floods, acts of God, acts of public enemy, wars, riots, strikes, lockouts, sabotage any law statute or ordinance order actions or regulations of the Government or any compliance there is similar to the above. Either party shall promptly notify the other of his commencement and cessation of such contingency and prove that such is beyond the controls and effects the implementation of this contract adversely.

28. Sardar Vallabhbhai National Institute of Technology, Surat reserves the right to modify/alter/Insertion or deletion on any part of the tender document to ensure fulfillment of its material & service requirement at any stage.

29. BREACH OF TERMS AND CONDITIONS:

SVNIT, Surat reserves the right to accept or reject or cancel any or all enquiries or quotations at any stage without assigning any reason thereof. In case of cancellation of order due to Non-compliance of the Terms and Conditions and Breach of the Contract, no compensation will be paid towards progress of order/procurement.

30. RECOVERY OF SUMS DUE:

Whenever any claim for payment arises out of or under this contract against the contractor, the purchaser shall be entitled to recover the sum by appropriating, in part or whole, the security deposited by the contractor or any payment which at any time may become due to the contractor under this or any other contract with the purchaser. If this sum is not sufficient to cover the full amount recoverable, the contractor shall pay to the Purchaser on demand the remaining balance due. Similarly, if the purchaser has or makes any claim, whether liquidated or not, against the contractor under any other contract with the purchaser the amount payable to the contractor under the contract including the security deposit shall be withheld till such claims of the purchaser are finally adjudicated upon and paid by the contractor.

31. STATUTORY DEDUCTIONS:

The purchaser has the right to make statutory deductions from the payments made to the contractor as applicable on the date of making such payment as per the provisions of relevant Act or Rules made there under. Appropriate certificate to that effect will be provided by the purchaser's paying authority.

32. GOVERNING LAW:

The order placed will be contract between the supplier and the buyer and shall be governed by the LAWS of India and under the contract shall be taken by the parties only in Surat, India to competent jurisdiction.

33. ARBITRATION:

33.1. Reference of Disputes to Conciliation /Arbitration: All disputes or differences arising out of the contract, except disputes or differences for which separate provisions for their resolution have been made in the contract ('excepted matters'), shall be settled by Conciliation or Arbitration in accordance with the Arbitration and Conciliation act, 1996, and the provisions made hereinafter in this article. Such dispute shall first be referred to Conciliation but a Conciliator selected mutually by the parties, who shall also decide the fees / remuneration and the rules of procedure, which shall be flexible.

33.2. Appointment of Arbitrator: In the event of failure of conciliation, dispute will be referred to an arbitral tribunal comprising a sole arbitrator to be appointed by the Director, SVNIT Surat. Upon receipt of notice for arbitration, The Director SVNIT shall support three names to the Contractor to select one of them to act as sole Arbitrator.

In the event the party fails to intimate one of those persons within fifteen days from the date of intimation of the three names then Director, SVNIT will be at liberty to appoint any one out of the said three persons as the sole arbitrator.

The Arbitrator(s) shall hear the cases independently and impartially and shall not represent the interest of any party. The Arbitrator shall, from the time of his appointment and throughout the arbitral proceedings and without delay, disclose to the parties in writing any circumstances likely to give rise to justifiable doubts as to his independence or impartiality. However, merely because he is or has been an employed by one of the parties, it shall not be a disqualification for a person to be an arbitrator.

33.3. The arbitral tribunal shall be free to determine its own rules of procedure, which it shall state at the beginning of the arbitral proceedings, and shall follow such procedure thereafter.

Arbitrators(s) may, in consultation with the parties, also determine the manner of taking evidence, the summoning of expert evidence, and all such matters for the expeditious disposal of the arbitration proceedings. The arbitrator shall be entitled to fees as may be agreed by the parties and also the expenses as per actual. The seat of the tribunal shall be at Surat, but if necessary, the tribunal can hold the proceedings at other places, for convenience in recording evidence.

34. JURISDICTION: the competent court at Surat shall have the exclusive jurisdiction upon any matter arising out of this contract.

35. In view of the Latest Guidelines issued by Government of India offers/Bids submitted in INR shall only be considered for this tender irrespective of anything indicated contrary to

at any place in the Tender documents. Hence Terms & Conditions relevant to FE shall not be applicable for this tender.

- 36.** Make and model no. of item must be mentioned along with detailed specification, else tender will not be accepted.
- 37.** The Sole responsibility to comply to all terms & conditions, specifications and instructions in all respect lies with the bidder and SVNIT shall not be held responsible in any respect in this regard.
- 38.** Wherever there is a conflict, the Additional terms and conditions (if any) will always prevail over General Terms & conditions and Special terms & conditions.

BENEFITS TO MICRO AND SMALL ENTERPRISES (MSEs):

With reference to the Order of the Ministry of MSME, under the Public Procurement Policy March 2012, Micro and Small Enterprises shall be entitled for benefits, subject to terms and conditions, as under.

a) Qualifying Criteria for MSEs, SC/ST vendors:

- i. MSE bidders must submit registration certificates from any of the following (or any other body specified by the Ministry of MSME):
 - National Small Industries Corporation (NSIC)
 - District Industries Centres (DIC)
 - Coir Board
 - Khadi and Village Industries Commission (KVIC)
 - Khadi and Village Industries Board (KVIB)
 - Directorate of Handicrafts and Handloom
 - AdharUdyog Memorandum
- ii. SC/ST owned enterprises (i.e. SC/ST proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies) shall additionally submit relevant SC/ST certificates issued by any of the following:
 - District/Additional District Magistrate /Collector/Deputy Commissioner/ Additional Deputy
 - Commissioner/Deputy Collector/1 Class Stipendiary Magistrate/Sub-divisional Magistrate /
 - Taluka Magistrate / Executive Magistrate/ Extra Assistant Commissioner
 - Chief Presidency magistrate /Additional Chief Presidency magistrate /Presidency magistrate
 - Revenue Officer not below the rank of Tehsildar
 - Sub-divisional Officer of the area where the individual and/or his family normally resides
- iii. The registration shall be valid as on date of placement of order. A self- attested photocopy of the relevant certificate shall be submitted as a support document.
- iv. The registration must be for the items/category of items /services relevant to the tendered items/category of items/services.

b) Purchase Preference for MSE:

In tenders, where the L-1 (evaluated price) bidder is a non-MSE, up to 25% of the tendered quantity shall be allowed to be supplied by participating MSEs provided that the tendered quantity is divisible into two or more orders and adequate for the purpose; all qualifying bidders have agreed for acceptance of part-order quantity and participating MSE matches the LI rate.

A share of 4% out of this 25% shall be allowed to be supplied by participating MSEs owned by Scheduled Cast/Scheduled Tribe entrepreneurs. In the case of an SC/ST owned MSE failing to participate in the tender or not meeting the tender

requirements, this 4% sub-target shall be met by other participating MSEs.

A share of 3% out of this 25% shall be allowed to be supplied by participating MSEs owned by Women Entrepreneur (proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Company).

The above shall be subject to that the participating MSE (including SC/ST & Women Entrepreneur) bidders shall have quoted a price within +15% of the L1 bid price and further that they shall agree to match their quoted price with the L I price.

In case that two or more MSEs are within the L1 +15% band, all such MSEs will be offered the opportunity to match the LI rate and 25% of the order will be shared equally by them.

Where the MSE is SC/ST owned or Women Entrepreneurs, they shall be exclusively awarded a share of 4% & 3% of the above 25% in addition to equally sharing the balance 18% with other non- SC/ST or Women Entrepreneur MSEs.

In case of more than one SC/ST or Women Entrepreneur MSE matching the L-1 price, they shall equally share 4% & 3% of the order, and additionally share the balance 18% with other non-SC/ST & Women Entrepreneur MSE bidders.

c) Exemption from Earnest Money Deposit(EMD) & Tender cost for MSE:

- i. Tenders shall be provided free of cost and tender documents are downloadable from the websites of SVNIT, Surat (<http://www.svnit.ac.in>) and the Central Public Procurement (CPP) Portal (<https://eprocure.gov.in/eprocure/app>)
- ii. MSE units qualifying as at (a) above shall be exempt from paying EMD.
- iii. No exemption shall be allowed for the submission of Security Deposit/ Performance Bank Guarantee, if applicable in the particular tender.

Public Procurement (Preference to Make in India)

Purchase preference shall be given to all local Suppliers in all procurements undertaken by the purchaser in the manner prescribed by the Department for Promotion of Industry and Internal Trade, Govt. of India, vide OM No. P45021/2/2017-PP (BE-1 I) dated 04 June 2020.

Purchase preference shall be given to Class I local suppliers in all procurements undertaken by the purchaser in the following manner:

- a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a Class-I local supplier, the contract for full quantity will be awarded to L1.
- b) If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c) In the procurements of goods which are not divisible in nature the Class-I local supplier shall get purchase preference over Class-II local supplier as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a Class-I local supplier, the contract will be awarded to L1.
 - ii. If L1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder Class-II local supplier.
 - iv. 'Class-II local supplier' will not get purchase preference in any procurement undertaken by the procuring entity

CHAPTER-6
SPECIAL TERMS & CONDITIONS OF CONTRACT

1. PAYMENT TERMS:

Payment will be released through PFMS as given below. The payment will be released after statutory deductions within 30 days from the final acceptance of the items. For the payment, the firm has to submit Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value; challans(s), Manufacturer's guarantee certificate, bank details/cancelled cheque, installation report, performance bank guarantee (if required) etc. to the Consignee.

In case of indigenous, where the scope is only supply, the payment terms may be

(i) No Advance Payment will be released.

(ii) Full payment will be released after final acceptance of the material by the user.

2. PRICE:

The prices quoted must be FIRM during the currency of the contract.

3. BID VALIDITY:

The bids shall be valid for a period of **as per NIT** from the date of opening of the tender.

4. TRAINING:

When the scope of the contract includes Training, it shall be the sole responsibility of the contractor to undertake the Training as and when called for, by the purchaser.

5. DELIVERY SCHEDULE:

Delivery desired is within days/months **as per NIT** from the date of releasing the supply order. Specify your delivery period. Items should be delivered only on Working Days (Monday to Friday) during office Hours only i.e. between 10.00am to 04.00pm.

6. LIQUIDATED DAMAGES:

As Time is the essence of an order, the date of delivery should be strictly adhered to, otherwise the delivery in full or in part may not be accepted and penalty for late delivery will be imposed @ 0.1% per day subject to a maximum of 10% of the total value of supply order & beyond 10% subject to approval of Director, Sardar Vallabhbhai National Institute of Technology, Surat. In case of delay in installation and Commissioning, Inspection, Certification etc. also the same rate of penalty shall be leviable.

7. DELIVERY:

Free delivery at Sardar Vallabhbhai National Institute of Technology, Surat in case of indigenous orders.

8. PLACE OF DELIVERY:

Dispensary, Sardar Vallabhbhai National Institute of Technology, Surat – 395 007 and should be delivered within schedule.

9. WARRANTY:

The contractor warrants that stores to be supplied under the contract shall be free from all defects and faults in materials, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for stores of the types under the contract in full conformity with the specifications, drawings or samples, if any and shall if operable, operate properly. This warranty shall expire (except in respect of complaints notified to the contractor prior to such date) **as per NIT** after the date of final acceptance of the last lot of stores under the contract at the ultimate destination stipulated in the contract.

In case any defect or deficiency in the stores supplied by the contractor under the contract appear to be discovered within **as per NIT** from the date of final acceptance of the stores in India, the contractor upon notification of such defects or deficiency by purchaser, shall forthwith take measure to rectify every such defect, deficiency or failure without any cost to the purchaser.

- 10. AFTER SALES SERVICE:** OEM/Authorized Dealer/Distributors/Firm should have their authorized agent in the state of Gujarat for providing after sales service.

CHAPTER-7

FINANCIAL BID

Sr. No.	Particular	Quantity	Rate per unit Rs PPs.	Total Amount (Rs PPs.)
1	Supply and Training of Automated External Defibrillator (Detailed Technical Specifications of the item are as per Chapter-8 enclosed)	03 Nos.		
Concession for Academic Institute in Rs.				
GST @ ____				
Total				

Note: 1) Make/Model of the item should be clearly mentioned in your bid.

- 2) In the event of purchase order, training should be imparted to three officials of the institute for one day at purchaser's site.

Date:

Place:

Signature & Stamp of Bidder

ANNEXURE-1

Tender Acceptance Letter

(To be given on Company Letter Head)

To,
The Director,
(for Stores & Purchase Section)
Sardar Vallabhbhai National Institute of Technology,
Ichchhanath, Surat, Gujarat-395007.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No.: _____

Name of Tender / Work: - _____

Dear Sir/Madam,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned “Tender / Work” from the website(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / We have read the entire terms and conditions of the tender documents from page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.
5. I / We do hereby declare that our Firm has not been blacklisted / debarred by any Govt. Department/ Public Sector Undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department / organization shall without giving notice or reason thereof or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including forfeiture of the full said EMD absolutely.

Yours Faithfully,

**(Signature of the Bidder, with
Official Seal)**

ANNEXURE-2

Bidder's Information

(On Company Firm's Letterhead)

BIDDER's DETAILS		
1	Registered Name of the Bidder	
2	Year of Establishment	
3	Registered Address of Bidder	
4	Status of the Company (Public Ltd./Pvt. Ltd.	
5	Valid GST Registration No. with GST Registration State Name	
6	Details of the Incorporation of the Company	
7	Permanent Account No.(PAN)	
8	Name and Designation of the Contact Person	
9	Contact No. Email Address of the Contact Person	
10	Bank Details of the Agency Bank Name: Name of the Branch: Branch Code: Bank Address Bank Type of Account Account Number NEFT/IFSC Code RTGS Code 9 Digit MICR Code	

ANNEXURE-3

Past Experience

(On Company Firm's Letterhead)

To,
The Director,
(for Stores & Purchase Section)
Sardar Vallabhbhai National Institute of Technology,
Ichchhanath, Surat, Gujarat-395007.

Tender Reference No.: _____

Name of Tender / Work: - _____

Dear Sir,

Brief particulars of the similar work done in government institutions: (Please attach copy of work orders for our reference)

<i>Order placed by (Full add. Of Client)</i>	<i>Order No. & Date</i>	<i>Brief Description of similar work done Rate Contract with other companies/govt organization</i>	<i>Value of order</i>	<i>Date of completion of contract</i>	<i>Contact person along with Telephone No. Fax No. and email Address.</i>

Yours Faithfully,

(Signature of the Bidder, with Official Seal)