

**National Institute of Technology Meghalaya
Bijni Complex, Laitumkhrach, Shillong 793 003
Meghalaya, India**

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Ref: NITMGH/ES/SERB-DST/PH/52/2018-19/3412

Date: 19.02.2019.

**NOTICE INVITING QUOTATION (NIQ) FOR SUPPLY & INSTALLATION OF HE-NE LASER,
DEPARTMENT OF PHYSICS, NIT MEGHALAYA**

NIT Meghalaya invites sealed tenders in a two bid system for supply and installation of equipments, as per details at ANNEXURE-III. The first part is the **Technical Bid** which consists of technical requirements and general terms & conditions and the second part is the **Financial Bid**.

Prescribed Tender documents, detailed fees and specifications, bid instructions and Terms & Conditions can be downloaded from the Institute website and should reach the undersigned on or before **1:00 PM on 13.03.2019.**

BID INSTRUCTIONS:

1. For submitting Technical and Financial bid, two separate sealed covers should be used with superscription clearly on the top of the Envelope. If two separate sealed covers are not used, the tender shall be cancelled as not conforming to the technical requirement. Both the sealed covers should be placed in the main sealed Envelope distinctly superscribed with the address of the Agency submitting the quotation and the Officer to whom the quotation is addressed to. Further, on the sealed cover, the following are to be written:

**NOTICE INVITING QUOTATION (NIQ) FOR SUPPLY & INSTALLATION OF HE-NE LASER,
DEPARTMENT OF PHYSICS, NIT MEGHALAYA**

Ref: NITMGH/ES/SERB-DST/PH/52/2018-19//3412

Date: 19.02.2019.

LAST DATE OF SUBMISSION:- **1:00 pm, 13.03.2019.** Technical bids will be opened on the same day at 3:00 p.m. After evaluation of technical bids, financial bids of the successful bidders will be opened on a later date which will be duly notified.

02. **Submission of Compliance Certificate:** Duly filled and signed Compliance Certificates (as per formats at Annexure-I A & B) are must with the Technical bid.
03. **Bid not transferable:** The bid documents are not transferable and the seal and signature of the authorized official of the firms must appear on all the papers and envelopes submitted.
04. The quantity mentioned for each item in the Annexure-III may vary depending on requirements.
05. GST Registration Certificate should be enclosed along with the tender documents.
06. Relevant catalogue of the items (if any) must be enclosed.
07. **Considering feasibility of integration, participating vendor must quote for all the items.**
08. **Participated vendors may interact with Dr. (Mrs.) Arpita Nath any queries.**
10. **If required, the vendor may arrange in-depth training program for research scholars at NIT Meghalaya campus.**
11. For e-waybill the successful vendor has to apply online via <https://ewaybill.nic.in/ewb.html>.
12. Softcopy of the Technical bid either in Microsoft Word or Microsoft Excel format must also be submitted in a CD along with the Technical Bid, in addition to the hard copies.

SIGNATURE OF BIDDER

NIQ TERMS & CONDITIONS:

1. **Rates:** Rates quoted in the Price Bid should be on DOOR DELIVERY NIT Meghalaya basis, as per details below:

Group:	Item Sl. No.	Item name	
Sl. No.	Particulars		Rate
I	Basic Price (per unit)		
	Discount if any		
	Total		
	GST (pl. break up CGST/SGST/IGST)		
	Total (per unit)		
	Grand total for the item		
II	Transportation charge up to NIT Meghalaya premises (if applicable)		
III	Transit Insurance covering all risk up to 10 days after delivery (if applicable)		
	Grand total on door delivery at NIT Meghalaya		
IV	Annual Maintenance Contract rate (after expiry of warranty period)		

Note: Vague terms like “packing, forwarding, transportation etc. extra” without mentioning the specific amount will not be accepted. Such offers shall be treated as incomplete and rejected.

Bidders shall indicate their rates in clear/visible figures as well as in words and shall not alter/overwrite/make cutting in the quotation. In case of a mismatch, the rates written in words will prevail. Usage of “White ink” to erase and then rewrite the rates will not be accepted. Bidders are advised to strike out wrong entries and rewrite clearly beside them. In such cases, the bidder shall have to sign and place their official seal for every corrected entry.

2. If goods are to be imported, the quotations shall include all charges for customs clearance, clearing agent fees, landing port handling charges, insurance etc. and onward transportation of the goods from the port/airport of landing for door delivery upto NIT Meghalaya, Shillong, Meghalaya. Price quoted in foreign currency will be calculated as per Exchange Rate at the time of opening of financial bid.

NIT Meghalaya has a valid registration with the Department of Scientific and Industrial Research (DSIR), Ministry of Science & Technology, Government of India for availing Customs/Central Excise Duty exemption. NIT Meghalaya will provide all necessary certificates, authorizations and documents required for clearing the consignment and for onward transportation upto Shillong.

3. All documents submitted should be self-attested with seal of the bidder.
4. Bidder must unconditionally accept all terms and conditions stipulated in the tender document and all pages of the bid including all enclosures should be numbered and must be duly filled in, signed and stamped by the bidder or his authorized representative. Offers received without signature and seal on all pages are liable to be rejected.
5. **Validity of Quotation:** Quoted rates must be valid for 120 days from the date of quotation.
6. **Warranty:** The quoted equipment and components must be warranted for a minimum of one Year.
7. **Literature must:** All the quotations must be supported by the printed technical data sheet/ literature and the specifications mentioned in the quotation must be reflected/ supported by such

printed technical data sheet/ literature. The model no. and specifications quoted should invariably be highlighted in the data sheets/ literature for easy reference.

8. **Details of supply** of similar items to Institutes of National Importance (preferably those located in the Northeastern region) must be provided.
9. **Presentation:** Technically qualified bidders may be called upon to give full presentation of the quoted equipment at NIT Meghalaya campus before opening of Price bid as a support of their Technical Quotations and for any clarifications.
10. **Equipment breakdown:** Any Equipment breakdown must be attended to within 72 hours during the warranty period of the equipment free of cost.
11. **Training:** If required, free training is to be provided to NIT Meghalaya personnel on the operation, maintenance and trouble shooting of the supplied items.
12. **After Sales Service:** Vendor should clearly state the available nearest after sales service facilities in the North Eastern region, without which the offer will be rejected.
13. **Dealership Certificate:** The bidder/tenderer should be either a manufacturer or authorized agent of the foreign/Indian manufacturer. Dealers or Agents quoting on behalf of Manufacturer must enclose valid dealership certificate.
14. **Earnest Money:** Refundable earnest money deposit (EMD) of ₹ 13,000/- (Rupees Thirteen Thousand) only through demand draft drawn (of any Nationalized/Scheduled Bank) in favour of National Institute of Technology Meghalaya, payable at Shillong, will have to accompany the technical Bid. The EMD of unsuccessful bidders shall be returned without any interest after award of contract. EMD of the successful bidder will be released without interest on submission of the Performance Bank Guarantee or delivery of the ordered items, as applicable.

In case of firms registered under NSIC, EMD exemption will be given to the permissible extent, as indicated in their Certificate. All vendors claiming exemption must submit copies of their valid NSIC registration Certificate (along with the Technical Bid in case of two bid system). Offers received without Earnest Money or valid Certificate shall be summarily rejected.

15. **Performance Bank Guarantee (PBG):** The successful bidder shall furnish an unconditional PBG (as per format at Annexure II) for 10 % of the Purchase Order value from a nationalized scheduled Bank of India, before release of the payment. Else 10 % of the billed amount will be deducted as security deposit. Where the PBG is obtained by a foreign bank, it shall be endorsed by a nationalized Scheduled Indian bank and shall be governed by Indian Laws and be subject to the jurisdiction of courts at Shillong. The PBG shall guarantee that,
 - a) The Vendor guarantees satisfactory operation of the Equipment & components against poor workmanship, bad quality of materials used, faulty designs and poor performance.
 - b) The Vendor shall, at his own cost, rectify the defects/replace the items supplied, for defects identified during the period of guarantee.
 - c) This guarantee shall be operative from the date of installation till 60 days after the warranty period.
16. **Delivery:**
 - a. Time Limit: Maximum within 60 (Sixty) days from the date of issue of purchase order.
 - b. Safe Delivery: All aspects of safe delivery shall be the exclusive responsibility of the vendor. At the destination site, the package will be opened only in the presence of NIT user/representative and vendor's representative. The intact condition of the package and the seal/indicators for not being tampered with, shall form the basis for certifying the receipt in good condition.

- c. Insurance: The supplier is to establish 'All Risk Transit Insurance' coverage till door delivery at NIT Meghalaya.
 - d. Part Delivery: Acceptance of part delivery shall be a prerogative of the Institute.
 - e. Penalty for delay in delivery: The date of delivery should be strictly adhered to otherwise the Director, NIT Meghalaya reserves the right not to accept delivery in part or full. The Director, NIT Meghalaya also reserves the right to impose penalty, as deemed fit, for delay in delivery of the equipments. The decision of the Director shall be binding to all.
17. **Genuine Pricing:** Vendor is to ensure that quoted price for the particular item is not more than the price quoted to any other customer in India, particularly to IITs/NITs and other Government Organization. Copy of the latest price list for the quoted item, applicable in India, must be enclosed with the offer.
 18. The vendors shall furnish their turnover for last three years.
 19. The vendors shall ensure successful installation and commissioning of the equipment at the Institute site to the satisfaction of the faculty-in-charge on free of cost.
 20. **Conditional tenders not acceptable:** All the terms and conditions mentioned herein must be strictly adhered to by all the vendors. Conditional tenders shall not be accepted on any ground and shall be rejected straightway. Conditions mentioned in the tender bids submitted by vendors will not be binding on NIT Meghalaya.
 21. **Late and delayed tender:** Late and delayed tender will not be considered. In case any unscheduled holiday occurs on the prescribed closing/opening date the next working day shall be the prescribed date of closing/opening.
 22. **Payment: Release of payment will be made within 30 days subject to completion of integration and demonstration to the satisfaction of the Project Investigator.**
 23. **Enquiry during the course of evaluation not allowed:** After opening the Technical Bid, no enquiry from the bidder(s) shall be entertained during the course of evaluation of the tender till final decision is conveyed to the successful bidder(s). However, the Purchase Committee or its authorized representative may make enquiries/seek clarification from the bidders. In such a case, the bidder must extend full co-operation. The bidders may also be asked to arrange demonstration of the offered items, in a short period of notice.
 24. At any time prior to the date of submission of bid, NIT Meghalaya may, for any reason, either of its own or in response to a clarification from a prospective bidder, modify the bidding documents by an amendment / corrigendum. **Any such amendment / corrigendum will be duly notified through the Institute's website only.** Prospective bidders are advised to check the Institute's website every now and then for any amendment / corrigendum. In order to provide reasonable time to take the amendment into account in preparing the bid, NIT Meghalaya may extend the date and time for submission of bids.
 25. The acceptance of the quotation will rest solely with the Director, NIT Meghalaya, who in the interest of the Institute is not bound to accept the lowest quotation and reserves the right to himself to reject or partially accept any or all the quotations received without assigning any reasons.
 26. **Force Majeure:**
If the performance of the obligation of either party is rendered commercially impossible by any of the events hereafter mentioned that party shall be under no obligation to perform the agreement under order after giving notice of 15 days from the date of such an event in writing to the other party, and the events referred to are as follows:

- (a) Any law, statute or ordinance, order action or regulations of the Government of India,
- (b) Any kind of natural disaster, and
- (c) Strikes, acts of the Public enemy, war, insurrections, riots, lockouts, sabotage.

27. Termination for default: Default is said to have occurred

- (a) If the equipment or any of its component is found having poor workmanship, faulty designs, poor performance and bad quality of materials used.
- (b) If the supplier fails to deliver any or all of the services within the time period(s) specified in the purchase order or any extension thereof granted by NIT Meghalaya.
- (c) If the supplier fails to perform any other obligation(s) under the contract.

Under the above circumstances NIT Meghalaya may terminate the contract / purchase order in whole or in part and forfeit the EMD/PBG as applicable. In addition to above, NIT Meghalaya may at its discretion also take the following actions: NIT Meghalaya may procure, upon such terms and in such manner, as it deems appropriate, goods similar to the undelivered items/products and the defaulting supplier shall be liable to compensate NIT Meghalaya for any extra expenditure involved towards goods and services obtained.

27. Applicable Law:

- (a) The contract shall be governed by the laws and procedures established by Govt. of India and subject to exclusive jurisdiction of Competent Court and Forum in Shillong / India only.
- (b) Any dispute arising out of this purchase shall be referred to the Director, NIT Meghalaya, and if either of the parties hereto is dissatisfied with the decision, the dispute shall be referred to the decision of an Arbitrator, who should be acceptable to both the parties, to be appointed by the Director of the Institute. The decision of such Arbitrator shall be final and binding on both the parties.

ADDITIONAL TERMS FOR IMPORTED GOODS:

Following terms, besides the fore mentioned terms, will be applicable in case of foreign purchases:

1. **Rates :** Rates quoted in the Price Bid should be on DOOR DELIVERY NIT Meghalaya basis, as per details below:
 - a. Ex-works value
 - b. Documentation & Handling Charge, if any
 - c. Estimated Overseas Freight to be paid at actual against authentic documents and monetary receipt
 - d. Estimated Overseas Insurance Charge to be paid at actual against authentic documents and monetary receipt (In case the firm holds open insurance policy, the Insurance Certificate relating to the consignment will have to be provided).
 - e. Total value showing the cost CIP/CIF at any landing air/sea/road/railway port in India and transportation and insurance upto NIT Meghalaya.
 - f. As NIT Meghalaya presently does not have a clearing agent, the supplier or their Indian Agency has to take all responsibilities for clearing the equipment from the landing port in India and for door delivery at NIT Meghalaya.
2. **After Sales Service:** In case of imported stores, foreign manufacturing firms should indicate facilities available for after sales service in India without which their offers are liable to be ignored. The quotation will have to clearly state the available nearest after sales service centre and contact no. in India.
3. **Delivery :**
 - a. Delivery of goods at NIT Meghalaya, will have to be within 100 (one hundred) days from the date of issue of the Purchase Order.
 - b. While trans shipment will be allowed, part shipment will not be allowed.
4. **Payment :**
 - a. **Above \$10,000.00:** By an irrevocable Letter of Credit at CIP/CIF any landing air/sea/road/railway port in India value negotiable through any overseas branch of State Bank of India with unrestricted provision.
 - b. **Below \$10,000.00 by FDD/Wire Transfer as given below:**
 - (i) **Advance payment Against Bank Guarantee:** 90% of the price will be paid in advance **against equivalent bank guarantee** from a scheduled bank provided by the supplier/Indian Agent. The remaining 10% shall be released only after receipt and acceptance of materials in good condition or after satisfactory installation and commissioning of the equipment.

OR

- (ii) **100% Payment Basis:** On request by the supplier/s 100% payment by FDD will be made. In this case on receipt of your Order Acknowledgement an FDD will be established for total ordered value, thereupon, a scanned / photo copy of the FDD will be sent to you, which will enable you to send the materials. On satisfactory receipt and acceptance of the materials or satisfactory installation and commission of the equipment the Original FDD will be sent to you.

Note: Please note FDD/LoC will not be opened unless and until Letter of Acknowledgement in original is received at NIT Meghalaya, directly from the principal (Even in case of firms having subsidiary office in India). The Indian agents are therefore advised to submit quotation after consultation with their respective principals.

SIGNATURE OF BIDDER

5. **Agency Commission:** The percentage of ex-works value to be paid to Indian agent in equivalent Indian currency as agency commission (if any) will have to be clearly stated in the quotation.
6. **Country of Origin:** While Country of Origin Certificate will not be insisted, the same however will have to be stated in the Original Invoice for payment through LoC.

LoC/FDD Amendment: LoC/FDD amendment charges due to mistake on the part of the supplier, if any, will have to be borne by the supplier.

Sd/-
Registrar

Encl.: ANNEXURE-I, ANNEXURE-II, ANNEXURE-III.

Annexure –I

A. COMPLIANCE CERTIFICATE FOR NIQ TERMS
(To be enclosed in the Technical bid)

Sl. No.	NIQ Terms and Conditions	Yes/No
01	Rate quoted as per instruction	
02	AMC rate after warranty provided	
03	Validity of quoted rate for 120 days agreed	
04	EMD submitted / appropriate certificate enclosed	
05	PBG term agreed	
06	Payment term agreed	
07	Delivery terms agreed	
08	Warranty period agreed	
09	Literature: Printed Literature provided	
10	Dealership / distributorship certificate (in case of dealers/agents) provided	
11	Details of supply to other Institutes of National Importance provided	
12	Equipment breakdown clause agreed	
13	After Sales Service: address of nearest after Sales Service centre in the region provided	
14	Manufacturer certificate provided	
15	Applicable law terms agreed	

Signature with Seal:.....
Vendor: M/s.....

Annexure -I

B. COMPLIANCE CERTIFICATE FOR SPECIFICATIONS
(One for each item, must to be enclosed in the Technical bid)

Item Sl. No.		Item Name:	
Quoted Product:	Make:	Model No:	
Specifications as per Annexure-III		Quoted Item Specifications*	Complied/ Deviation
Parameter	Specification		

Signature with Seal:
Vendor: M/S

*** Vendor must quote the parameter specification of the quoted product in this column and not just copy the specification from the tender call document. Failure to do so will lead to rejection of the tender.**

Annexure -II

PERFORMANCE BANK GUARANTEE

To:
The Director,
National Institute of Technology Meghalaya
Bijni Complex, Laitumkhrah, Shillong-793 003
Meghalaya

WHEREAS (Name of Supplier)
hereinafter called "the Supplier" has undertaken, in pursuance of Contract No..... dated,.....
20... to supply..... (Description of Goods and Services)
hereinafter called "the order".

AND WHEREAS it has been stipulated by you in the said order that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the order.

AND WHEREAS we have agreed to give the Supplier a Guarantee:
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the order and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

.....
.....
.....

Date.....20....

Address:.....

.....
.....

All correspondence with reference to this guarantee shall be made at the following address:

The Director,
National Institute of Technology Meghalaya
Bijni Complex, Laitumkhrah, Shillong-793 003
Meghalaya

ANNEXURE-III

Item: Procurement of He-Ne laser for probing laser ablation in liquid

Sl. No.	Item Description	Qty
1.	He-Ne Laser with Power Supply (Qty :1) Wavelength - 632.8 nm/633 nm Output Power - 17-21 mW Polarization - 500:1 Beam Diameter ($1/e^2$) - <1mm Noise <1.2 % Longitudinal Mode – 252MHz-257MHz Spatial Mode - TEM ₀₀ Beam Divergence - <1.2 mrad Beam Drift/Beam Pointing stability - <0.05 mrad Power Requirements – 120/240 VAC (100-240 VAC), 50/60 Hz	1
2.	Opto-mechanical Mounts for He-Ne Laser (Qty : 1 set)	1 set
3.	Laser Safety Glass (Qty : 1)	1