

## राष्ट्रीय प्रौद्योगिकी संस्थान मेघालय

### NATIONAL INSTITUTE OF TECHNOLOGY MEGHALAYA Bijni Complex, Laitumkhrah, Shillong-793003

Phone: 0364-2501215 Fax: 0364-2501113

Date: 05.04.2022.

Web: http://www.nitm.ac.in/

Ref: No. NITMGH/ES/NIQ-HOSTEL FUR./COT/2021-22/09 Date: 05.04.2022.

## E-NOTICE INVITING QUOTATION (NIQ) FOR SUPPLY & INSTALLATION OF HOSTEL FURNITURE (COTS) AT NIT MEGHALAYA

NIT Meghalaya invites online Tenders through **CPP Portal https://eprocure.gov.in/eprocure/app** from eligible Bidders for procurement of equipment.

Prescribed Tender document, detailed fees and specifications, bid instructions and Terms & Conditions can be downloaded from the CPP Portal (https://eprocure.gov.in/eprocure/app). However, the bidding process (submission and finalization) will be done in online mode at CPP Portal. The bidders may submit their bid only though uploading in the CPP Portal https://eprocure.gov.in/eprocure/app

### **BID INSTRUCTIONS:**

- 01. The offer must be submitted in Two Bid Two Files/Covers only through uploading in the CPP Portal, before the last date & time for bid submission. Bidders must submit their digitally signed bids. The covers will contain the following documents:
  - i. Cover 1 which consists of technical requirements and general terms & conditions
  - ii. Cover 2 which consists of the Price Bid (in BoQ Ms-Excel format).

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Ref: NITMGH/ES/NIQ-HOSTEL FUR./COT/2021-22/09

LAST DATE OF SUBMISSION:- 27.04.2022 at 13:00 pm

Technical bids will be opened on 28.04.2022 at 15:30 pm

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. Interested vendors may interact with Dr. M. L. Patton, Assistant Professor, CE Department, NIT Meghalaya for any technical queries @ 9485177044 and email ID ml.patton@nitm.ac.in.
- 08. For e-waybill the successful vendor has to apply online via <a href="https://ewaybill.nic.in/ewb.html">https://ewaybill.nic.in/ewb.html</a>.

#### **NIO TERMS & CONDITIONS:**

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

Grou	ip: 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, Shillong 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, Shillong	

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.

- 02. Bidders need to quote for all items as mentioned in Annexure-III.
- 03. Quotations have to be submitted in Indian Rupees only. 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.
  - 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.
- 04. All documents submitted should be self-attested with seal of the bidder.
- 05. 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.
- 06. The bidder must also upload a digitally signed copy of the **Tender Acceptance Letter** in the format given at Annexure-IV.
- 07. Validity of Quotation: Quoted rates must be valid for 120 days from the date of quotation.
- 08. Warranty: The quoted equipment and components must be warranted for a minimum of one Year.
- 09. **Details of supply** of similar items to Institutes of National Importance (preferably those located in the Northeastern region) should be provided.
- 10. **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.

11. **EMD**: - Earnest Money: Refundable earnest money deposit (EMD) of ₹ 42,000/- (Rupees Forty 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.

Firms registered under MSME will be exempted from submitting EMD. In case of firms registered under NSIC, exemption will be given to the permissible extent, as indicated in their Certificate. All vendors claiming exemption must submit copies of their valid MSME/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.

- 12. **Performance Bank Guarantee (PBG):** The successful bidder shall furnish an unconditional PBG (as per format at Annexure II) for 3 % of the Purchase Order value from a Nationalized/Scheduled Bank of India, before release of the payment. Else 3 % 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/warranty.

The PBG shall remain valid for period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

#### 13. **Delivery:**

- a. Time Limit: Maximum within 90 (ninety) 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 tempered 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 including imposition of Liquidated Damages (LD) as per Government Norms. The decision of the Director shall be binding to all.
- 14. **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.
- 15. **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.
- 16. **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.

- 17. **Payment:** 100% payment within 30(thirty) days from date of delivery, installation and acceptance.
- 18. GST TDS @ 2% shall be deducted by the Institute under Section 51 of the GST Act, 2017 as the value of your supply exceeds Rs. 2.5 Lakhs. The GST-TDS registration of NIT Meghalaya is "17SHLN01494DIDQ", for your reference.
- 19. **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 cooperation. The bidders may also be asked to arrange demonstration of the offered items, in a short period of notice.
- 20. 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 CPP Portal 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.
- 21. 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.

### 22. 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.

#### 23. **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.

### 24. 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.

Sd/-

Registrar

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

### <u>Annexure –I</u>

### **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	Validity of quoted rate for 180 days agreed	
03	EMD submitted / appropriate certificate enclosed	
04	PBG term agreed	
05	Payment term agreed	
06	Delivery terms agreed	
07	Warranty period agreed	
08	Dealership/distributorship certificate (in case of dealers/agents) provided	
09	Details of supply to other Institutes of National Importance provided	
10	Manufacturer certificate provided	
11	Applicable law terms agreed	
12	All other terms and conditions mentioned in the NIQ (Technical & Financial) agreed	

Signature with Seal:
Vendor: M/s

### **Annexure -II**

### PERFORMANCE BANK GUARANTEE

The Director,	
National Institute of Technology Meghalaya	
Bijni Complex, Laitumkhrah, Shillong-793 003	
Meghalaya	
WHEREAS	
	i, in pursuance of Contract No dated, 20 to
** *	(Description of Goods and Services) hereinafter called
"the order".	
AND WHEDEAC is here there will also be an	and the sold and a deat the Counties of all Counties and a
¥ • •	ou in the said order that the Supplier shall furnish you with a
	e sum specified therein as security for compliance with the
Supplier's performance obligations in accordance	ce with the order.
<b>AND WHEREAS</b> we have agreed to give the S	Supplier a Guarantee:
	Guarantors and responsible to you, on behalf of the Supplier,
	our first written demand declaring the Supplier to be in default
	nt, any sum or sums within the limit of
	your needing to prove or to show grounds or reasons for your
demand or the sum specified therein.	our needing to prove or to snow grounds or reasons for your
demand of the sum specified therein.	
This guarantee is valid until theday of	20
Ç	
	Signature and Seal of Guarantors
	Date20
	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

To:

### <u>ANNEXURE-III</u> (DETAILED TECHNICAL SPECIFICATIONS)

Sl. No.	Item Description	Qty.
1	COT FOR HOSTELLERS	160
	Size = 1900(L) X 900 (W) X 450 mm (H) with bed top of 19mm thick BWR Block Board & 1mm thick Marino Pasted over the BWR Board	

### **Description:- Cot**

#### Cots for Hostellers

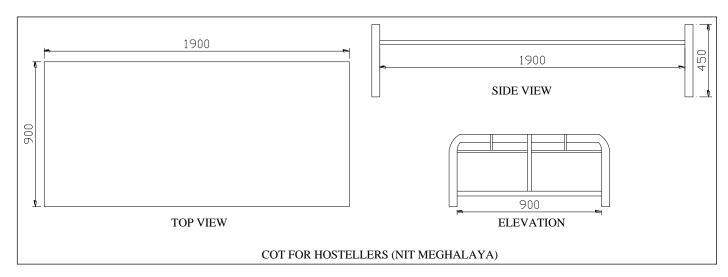
Hosteller steel cot manufactured from first grade steel (premium quality material) and using best available technologies with its precise design and designer appearance with good quality, strength and durability and tested products into the market. The product should be easy to assemble and dismantle with special fastener and knock-down construction.

#### Features: -

- 1. Usage: Fit for Hostel students
- 2. Function: Students cot with good conformability with no squeaks.
- 3. Rest Surface: Made from premium quality first grade steel material 0.5 0.7 mm thickness before painting.
- 4. Specifications: 1900(L) X 900 (W) X 450 mm (H) with bed top of 19mm thick BWR Block Board & 1mm thick Marino Pasted over the BWR Board.

#### Features: -

- 1. Leg rising to be provided with a 100mm (H) above the bed level.
- 2. Legs: 50 x 25 CRCA, Duly Powder Coated. CRC Pipe (33mmO.D) Legs of 18 Gauge thickness to be Provided.
- 3. All metal components should be treated by seven tank process with non-electrolytic deep process to produce a protective oxide coating for smooth surface with anti-corrosive automated powder coated paint of thickness 40- 60 microns to give a scratch resistance.
- 4. Pipe railings made out of 25mm





### ANNEXURE-IV

### TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Ref. No	Date:
To,	
The Registrar	
National Institute of Technology N	Meghalaya
Bijni Complex, Laitumkhrah	
Shillong 793003, Meghalaya	
Sub: Acceptance of Terms & Condition	s of Tender.
Tender Reference No.: NITMGH/	dated2021
Name of Tender:	
Sir,	

- 1. I/ We have downloaded / obtained the tender document(s) for the above mentioned Tender from the web site of NIT Meghalaya, Shillong as per your advertisement, given in the CPP Portal and the above mentioned website.
- 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 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), if any, issued from time to time by NIT Meghalaya, Shillong, 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 / entirety.
- 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 NIT Meghalaya, Shillong shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours		

(Signature of the Bidder, with Official Seal)

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