

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

**Phone : 0364-2501215
Fax : 0364-2501113
Web : nitm.ac.in**

Ref: NITMGH/EN/NIQ/Battery/2018-19/468

Date: 23.05.2018

NOTICE INVITING QUOTATION (NIQ) FOR SUPPLY & INSTALLATION OF 12 VOLT 42 AH SMF BATTERIES AGAINST BUY BACK OF OLD EXISTING BATTERIES AT NIT MEGHALAYA

NIT Meghalaya invites sealed tenders in a single envelope for supply and installation of 12 Volt 42 AH SMF batteries against buy back of old existing batteries as per details at ANNEXURE-III.

Prescribed Tender document, 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 20.06.2018.**

BID INSTRUCTIONS:

01. Quotations will have to be submitted in SINGLE BID. The address of the firm submitting the quotation and the Officer to whom the quotation is addressed must appear distinctly on sealed covers. Further, on sealed cover, the following are to be written:

NOTICE INVITING QUOTATION (NIQ) FOR SUPPLY & INSTALLATION OF 12 VOLT 42 AH SMF BATTERIES AGAINST BUY BACK OF OLD EXISTING BATTERIES AT NIT MEGHALAYA

Ref: NITMGH/EN/NIQ/Battery/2018-19/468

Date: 23.05.2018

LAST DATE OF SUBMISSION: 20.06.2018 upto 1:00 PM.

Quotations will be opened on the same day at 3:00 p.m. After evaluation of bids, the successful bidder will be informed on a later date.

02. **Submission of Compliance Certificate:** Duly filled and signed Compliance Certificates (as per formats at Annexure-I A&B).
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.

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NIQ TERMS & CONDITIONS:

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

Sl. No.	Particulars	Rate
I	Basic Price (per unit)	
	Discount if any	
	Rate offered for buy back of old battery	
	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)	
	Grand total on door delivery at NIT Meghalaya	

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. 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.

03. All documents submitted should be self-attested with seal of the bidder.
04. 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.
05. **Validity of Quotation:** Quoted rates must be valid for 120 days from the date of quotation.
06. **Warranty:** The quoted equipment and components must be warranted for a minimum of Two Year.
07. **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.

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08. **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.
09. **Earnest Money:** Refundable earnest money deposit (EMD) of ₹ 7,500/- (Rupees Seven Thousand Five Hundred) only through demand draft drawn 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.
10. **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 Indian Bank, 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 Indian bank and shall be governed by Indian Laws and be subject to the jurisdiction of courts at Shillong. The PBG shall guarantee that,
- The Vendor guarantees satisfactory operation of the Equipment & components against poor workmanship, bad quality of materials used, faulty designs and poor performance.
 - The Vendor shall, at his own cost, rectify the defects/replace the items supplied, for defects identified during the period of guarantee.
 - This guarantee shall be operative from the date of installation till 60 days after the warranty period.
11. **Delivery:**
- Time Limit: Maximum within 60 (Sixty) days from the date of issue of purchase order.
 - 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.
 - Insurance: The supplier is to establish 'All Risk Transit Insurance' coverage till door delivery at NIT Meghalaya.
 - Part Delivery: Acceptance of part delivery shall be a prerogative of the Institute.
 - 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.
12. **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.**

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13. **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.
14. **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.
15. **Payment:** 100% payment within 30(thirty) days from date of delivery, installation and acceptance.
16. **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.
17. 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.
18. 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.
19. **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.
20. **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

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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.

21. 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.

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Annexure –I

A. COMPLIANCE CERTIFICATE FOR NIQ TERMS

(To be enclosed in the Technical bid)

Sl. No.	NIQ Terms and Conditions	Yes/No
1.	Rate quoted as per instruction	
2.	Validity of quoted rate for 120 days agreed	
3.	EMD submitted / appropriate certificate enclosed	
4.	PBG term agreed	
5.	Payment term agreed	
6.	Delivery terms agreed	
7.	Warranty period agreed	
8.	Dealership / distributorship certificate (in case of dealers/agents) provided	
9.	Equipment breakdown clause agreed	
10.	After Sales Service: address of nearest after Sales Service centre in the region provided	
11.	Manufacturer certificate provided	
12.	Applicable law terms agreed	

Signature with Seal:.....

Vendor: M/s.....

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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 may lead to rejection of the tender.**

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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

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.....
.....

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

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ANNEXURE-III
(DETAILED TECHNICAL SPECIFICATIONS)

Subject: Supply & installation of 12 volt 42 AH SMF batteries against buy back of old existing batteries at NIT Meghalaya			Qty
Rating /Capacity	12 Volt 42 AH		60 Nos.
Type Of Battery	SMF-VRLA		
Battery Make	Exide		
Warranty	Minimum 2 Years warranty.		
Supply & Commissioning	Batteries shall be installed & Commissioned by the Supplier at site.		
Description of the old existing batteries for buy back			
Item	Manufacturer/ Company	Manufacturing Year	Qty
12 Volt 42 AH SMF Rechargeable Sealed Lead Acid Battery	Exide POWERSAFE EP 42-12	2014	30 Nos
12 Volt 42 AH SMF Rechargeable Sealed Lead Acid Battery	HBL Triumph TP 42	2012	30 Nos
		Total=	60 Nos.

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