



Ref: No. NITMGH/ES/CP/PH/CONS/2022-23/676

Date: 28.07.2022

**E-NOTICE INVITING QUOTATION (E-NIQ) FOR SUPPLY OF SPUTTERING TARGET IN THE DEPARTMENT OF PHYSICS, NIT MEGHALAYA, SOHRA CAMPUS, CHERRAPUNJEE, 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>) or from the Institute website (<http://www.nitm.ac.in/>). However, the bidding process (submission and finalization) will be done in online mode at CPP Portal. The bidders may submit their bid only through 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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Date: 28.07.2022.

**LAST DATE OF SUBMISSION: 29.08.2022 at 1:00 pm**

**Technical bids will be opened on 30.08.2022 at 15.30 pm**

After evaluation of technical bids, financial bids of the successful bidders (technically qualified) 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-IA & 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 increase/decrease depending on requirements.
05. GST Registration Certificate should be closed along with the tender documents.
06. Relevant catalogue of the items (if any) must be closed.
07. **Interested vendors may interact with Dr. K. Senthilkumar, Assistant Professor & HoD, Department of Physics, NIT Meghalaya,** for any queries @ 9402102371 and email ID @ [akskumar@nitm.ac.in](mailto:akskumar@nitm.ac.in)
08. For e-way bill the successful vendor has to apply online via <https://ewaybill.nic.in/ewb.html>.

SIGNATURE OF BIDDER

**NIO TERMS & CONDITIONS:**

01. **Rates:** Rates quoted in the Price Bid should be on DOOR DELIVERY at NIT MEGHALAYA, **Sohra Campus, Cherrapunjee, Meghalaya** basis as per details below to be quoted in the BoQ:-

Group:	Item Sl. No.	Item name
Sl. No.	Particulars	Rate
I	Basic Price (per unit)	
	Discount if any	
	Total	
	GST (pl. breakup CGST/SGST/IGST)	
	Total (per unit)	
	Grand total for the item	
II	Transportation charges up to <b>NIT MEGHALAYA, Sohra Campus, Cherrapunjee, Meghalaya</b>	
III	Transit Insurance covering all risk up to 10 days after delivery (if applicable)	
	Grand total on door delivery at <b>NIT MEGHALAYA, Sohra Campus, Cherrapunjee, Meghalaya</b>	

*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.*

02. **Quotations have to be submitted in Indian Rupees (INR) 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, Sohra Campus, Cherrapunjee, 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 **NIT MEGHALAYA, Sohra Campus, Cherrapunjee, Meghalaya**.

03. All documents submitted should be digitally signed by 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 and digitally signed by the bidder or his authorized representative.
05. The bidder must also upload a digitally signed copy of the **Tender Acceptance Letter** in the format given at Annexure-IV.
06. **Validity of Quotation: Quoted rates must be valid for 120 days from the date of quotation.**
07. **Warranty: The quoted equipment and components must be warranted for a minimum of three (03) years from the date of successful installation and training.**
08. **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 datasheet/ literature. **The model no. and specifications quoted should invariably be highlighted in the datasheets/literature for easy reference.**
09. **Details of supply of similar items to Institutes of National Importance/universities/organizations etc. (preferably those located in the Northeastern region) must be provided along with the technical bids.**

10. **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.
11. **Equipment breakdown:** Any Equipment breakdown must be attended to within **7 days** during the warranty period of the equipment free of cost.
12. **Training:** Free training is to be provided to NIT Meghalaya personnel on the operation, installation, training, maintenance and troubleshooting of the supplied items.
13. **After Sales Service:** Vendor should clearly state the available nearest after sales service facilities in the Northeastern/eastern region, without which the offer will be rejected.
14. **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.
15. **EMD: - Earnest Money:** Refundable earnest money deposit (EMD) of ₹ 8,800/- (Rupees eight thousand eight hundred) 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.

16. **Performance Bank Guarantee (PBG):** The successful bidder shall furnish an unconditional PBG (asper 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,
  - 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/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.

17. **The vendor should have Income Tax account (PAN), GST Registration Certificate.**
18. **Training should be provided by the bidder till the satisfaction of the users on free of cost.**
19. **The bidder should mention about the utilities required for the setup.**
20. **Delivery:**

- a. Time Limit: *Maximum within 60 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, Sohra Campus, Cherrapunjee, Meghalaya.**

- d. **Part Delivery:** As far as possible no part delivery shall be entertained. However, in extreme cases, 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 equipment, including imposition of Liquidated Damages (LD). The decision of the Director shall be final and binding to all.
21. **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.
22. **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.
23. **Late and delayed tender:** Late and delayed tender will not be considered.
24. **Payment: 100% payment within 30 days from of successful installation commissioning and acceptance.**
25. Payment will be made through PFMS. Bidders are required to furnish complete and correct bank details on their letterhead along with the technical bid. A scanned copy of a cancelled cheque may also be attached for verification of IFSC code.
26. **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.
27. 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 shall extend the date and time for submission of bids.
28. 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.
29. **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.
30. **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 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.

**32. 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 here to 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.

**ANNEXURE-I**

**A. COMPLIANCE CERTIFICATE FOR NIQ TERMS  
AND CONDITIONS (To be enclosed in the  
technical bid)**

<b>Sl. No.</b>	<b>NIQ Terms and Conditions</b>	<b>Yes/No</b>
01	<b>Rate</b> quoted as per instruction	
02	<b>AMC rate</b> after warranty provided	
03	<b>Validity</b> of quoted rate agreed	
04	<b>EMD</b> submitted / appropriate certificate enclosed	
05	<b>Payment</b> term agreed	
06	<b>Delivery terms</b> agreed	
07	<b>Warranty period</b> agreed	
08	<b>Literature:</b> Printed provided	
09	<b>Dealership/distributorship</b> certificate (in case of dealers/agents) provided	
10	<b>Details of supply to other Institutes of National Importance</b> provided	
11	<b>Equipment breaks down clause</b> agreed	
12	<b>After Sales Service:</b> address of nearest after Sales Service Centre in the Northeastern/Eastern region provided	
13	<b>Manufacturer</b> certificate provided	
14	<b>Applicable law</b> terms agreed	
15	All other terms and conditions mentioned in the NIQ (Technical & Financial) agreed	

Signature with Seal:.....

Vendor: M/s.....

**Annexure-I**

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

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

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  
003Meghalaya

**WHEREAS** .....(Name of Supplier)  
Herein after called "the Supplier" has undertaken, in pursuance of Contract No.....dated,.....20....to  
supply..... (Description of Goods and Services) herein after called  
"theorder".

**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.

**ANDWHEREAS** 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 the.....day 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

#### DETAILED TECHNICAL SPECIFICATIONS

<b>Sl. No.</b>	<b>Target Name &amp; purity</b>	<b>Target Description</b>	<b>Qty.</b>
1	TiO <sub>2</sub> & 99.9%	3" dia. x 3mm thick	01
2	Fe <sub>2</sub> O <sub>3</sub> & 99.9%	3" dia. x 3mm thick	01
3	TiN & 99.5%	3" dia. x 3mm thick	01
4	ZnO & 99.99%	3" dia. x 3mm thick	01
5	Al <sub>2</sub> O <sub>3</sub> & 99.99%	3" dia. x 3mm thick	01
6	Co & 99.95%	3" dia. x 3mm thick	01
7	Fe & 99.95%	3" dia. x 3mm thick	01
8	Ni & 99.99%	3" dia. x 3mm thick	01

**ANNEXURE-IV**

**TENDER ACCEPTANCE LETTER**  
**(To be given on Company Letter Head)**

Ref. No. ....

Date: .....

To,

The Registrar  
National Institute of Technology Meghalaya  
Bijni Complex, Laitumkhrah  
Shillong 793003, Meghalaya

**Sub: Acceptance of Terms & Conditions of Tender.**

**Tender Reference No.: NITMGH/..... dated .....2021**

**Name of Tender:- .....**

Sir,

1. I / We have downloaded / obtained the tender document(s) for the above-mentioned Tender from the website 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/WedoherebydeclarethatourFirmhasnotbeenblacklisted/debarredbyanyGovt.Department/Publicsectorundertaking.
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 Faithfully,

(Signature of the Bidder, with Official Seal)

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