

राष्ट्रीय प्रौद्योगिकी संस्थान मेघालय

NATIONAL INSTITUTE OF TECHNOLOGY MEGHALAYA

Bijni Complex, Laitumkhrah, Shillong-793003

Phone: 0364-2501215 Fax: 0364-2501113

Date: 12.08.2021

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

Ref: NITMGH/ES/CPPP/CY/2021-22/487

E-NOTICE INVITING QUOTATION (e-NIQ) FOR SUPPLY & INSTALLATION OF "ROTATING RING DISK ELECTRODE SETUP WITHOUT POTENTIOSTAT" at National Institute of Technology—Meghalaya, Bijni Complex, Laitumkhrah, Shillong-793003, Meghalaya, India

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 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).

E-NOTICE INVITING QUOTATION (e-NIQ) FOR SUPPLY & INSTALLATION OF "ROTATING RING DISK ELECTRODE SETUP WITHOUT POTENTIOSTAT" AT NATIONAL INSTITUTE OF TECHNOLOGY–MEGHALAYA, BIJNI COMPLEX, LAITUMKHRAH, SHILLONG-793003, MEGHALAYA, INDIA

Ref: NITMGH/ES/CPPP/CY/2021-22/487

LAST DATE OF SUBMISSION:- 1:00 PM on 13.09.2021 Technical bids will be opened on 14.09.2021 at 2:30 p.m.

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-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 increase /decrease 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. Gitish Kishor Dutta, Assoc. Professor, CY Department, NIT Meghalaya for any queries @ 9485177036 and email ID gitish.dutta@nitm.ac.in
- 08. For e-waybill the successful vendor has to apply online via https://ewaybill.nic.in/ewb.html.

NIO TERMS & CONDITIONS:

01. **Rates:** Rates quoted in the Price Bid should be on **DOOR DELIVERY** at NATIONAL INSTITUTE OF TECHNOLOGY–MEGHALAYA, BIJNI COMPLEX, LAITUMKHRAH, SHILLONG-793003, MEGHALAYA, INDIA, per details below to be quoted in the BoQ:-

Grou	p: 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, (if applicable)	
III	Transit Insurance covering all risk up to 10 days after delivery (if applicable)	
	Grand total on door delivery at NIT Meghalaya, Bijni Complex, Laitumkhrah, Shillong 793003 basis	

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 may be submitted in Indian Rupees or in foreign currency (preferably US Dollars or Euro). 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, Bijni Complex, Laitumkhrah East Khasi Hills District, Shillong, Meghalaya 793003.

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, Bijni Complex, Laitumkhrah, East Khasi Hills District, Shillong, Meghalaya 793003.

The quotations submitted in Indian Rupees shall include all charges in the format above for door delivery upto NIT Meghalaya, Shillong, Meghalaya 793003

- 03. **Conversion of tender currencies to Indian Rupees**: In case the bidders quote their prices in foreign currencies, all such quoted prices of the tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the reference rates established by the Reserve Bank of India, as on the date of financial/price bid opening.
- 04. All documents submitted should be digitally signed by 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 and digitally signed by the bidder or his authorized representative.
- 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 from the date of successful installation and training.
- 09. **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.
- 10. **Details of supply** of similar items to Institutes of National Importance, other Education Institutes (preferably those located in the Northeastern region) must be provided.
- 11. **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.
- 12. **Equipment breakdown**: Any Equipment breakdown must be attended to within 72 hours during the warranty period of the equipment free of cost.
- 13. **Training:** If required, free training is to be provided to NIT Meghalaya personnel on the operation, installation, training, maintenance and trouble shooting of the supplied items.
- 14. **After Sales Service:** Vendor should clearly state the available nearest after sales service facilities without which the offer will be rejected.
- 15. **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.
- 16. EMD:- As per OM No. F9/4/2020-PPD issued by the Department of Expenditure, Ministry of Finance, Government of India dated 12.11.2020 vendors are exempted from submission of EMD/Bid Security. However, in lieu of Bid Security, the vendor must submit a "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents.
- 17. **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,
 - 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.

- 18. The vendor should have Income Tax account (PAN), GST Registration Certificate.
- 19. The item(s) will be used only for research purpose of the Institute and not for any commercial use. Hence, vendors may quote concessional rate of IGST @ 5%. Relevant documents shall be provided by the Institute.
- 20. Training should be provided by the bidder till the satisfaction of the user on free of cost.
- 21. The bidder should mention about the utilities required for the setup.
- 22. Upon receipt of the order, the successful bidder must submit the site readiness document with the drawings for enabling NIT to get the site ready for the Centre to function.
- 23. Delivery:
 - a. Time Limit: Maximum within 120 (One Hundred & twenty) 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, Bijni Complex, Laitumkhrah, Shillong 793003
- 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.
- 24. 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.
- 25. **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.
- 26. Late and delayed tender: Late and delayed tender will not be considered.
- 27. Payment: Release of payment will be made within 30 days subject to completion of installation and demonstration
- 28. 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.
- 29. **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.
- 30. 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 and CPP Portal. 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.
- 31. 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.

32. 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.

33. 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.

26. 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 to 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.
 - g. NIT Meghalaya will also provide all necessary certificates, authorizations and documents required for clearing the consignment and for onward transportation upto Shillong.
 - h. The order may be issued in favour of the principal supplier in two parts, viz. one part in foreign currency (CIF/CIP) and one part in equivalent Indian currency Rupees payable to the Indian Agent/ Partner.
- 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 120** (one hundred and twenty) 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 DAP/DPU/DDP NIT Meghalaya or 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.

OR

(iii) 100% Payment will be paid via wire transfer after delivery and Installation

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.

- 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-IV.

ANNEXURE -I

A. COMPLIANCE CERTIFICATE FOR NIO 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 120 days agreed	
03	"Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents.	
04	PBG term agreed	
05	Payment term agreed	
06	Delivery terms agreed	
07	Warranty period agreed	
08	Literature: Printed provided	
09	Dealership /distributorship certificate (in case of dealers/agents) provided	
10	Details of supply to other Institutes of National Importance and other educational Institutes provided	
11	Equipment breakdown clause agreed	
12	After Sales Service: address of nearest after Sales Service Centre provided	
13	Manufacturer certificate provided	
14	Applicable law terms agreed	
15	All other terms and conditions mentioned in the NIQ (Technical & Financial) agreed	

Signature with Seal:	
Vendor: M/s	

Annexure -I

B. <u>COMPLIANCE CERTIFICATE FOR SPECIFICATIONS</u> (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	
	(Name of Supplier) in pursuance of Contract No
	u in the said order that the Supplier shall furnish you with a sum specified therein as security for compliance with the with the order.
up to a total of	Guarantors and responsible to you, on behalf of the Supplier (Amount of the Guarantee in Words and it first written demand declaring the Supplier to be in default and any sum or sums within the limit of
This guarantee is valid until theday of	20
	Signature and Seal of Guarantors
	Date20
	Address:
All correspondence with reference to this guaran	tee 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)

Technical Specifications and Compliance

Sl No	Description or parameters of desired specification	Unit	Compliance by vendors
1	Rotating ring disk electrode (RRDE/RDE) setup without Potentiostat	01	
	The system should be operable as both RDE and RRDE. Remote and manual-controlled of rotation and gas purge. Cell lead connects to all Potentiostat should available. It should include RDE cell & shaft.		
	Specifications		
	 Rotational range: 100 to 8,000 rpm or higher Rotation stability: < 0.5% at higher rpm and < 1% at lower rpm or better Setting resolution: 1 rpm or better Accuracy: <0.2% or better Rotation control type: PLL (Phase-locked loop) or equivalent Rotator shaft should be made of stainless steel Gas line connector with controller should be available The rotation speed and gas purge time should be displayed Power: 100-240 VAC, 50/60 Hz Operating temperature: 10 to 50°C or higher. 		
	Accessories		
	 Sample vial 100 mL with proper Teflon cap, Power supply cable, connector for gas purge, tube for gas purging, O-rings for shaft assembly and bearing assembly etc. 		
	Instruction manual should be provided		
2	Warranty: Minimum One year		
3	Installation and Demonstration: Installation and demonstration by the supplier		

ANNEXURE-IV

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Ref.	No Date:
То,	The Registrar National Institute of Technology Meghalaya Bijni Complex, Laitumkhrah Shillong 793003, Meghalaya
	: Acceptance of Terms & Conditions of Tender. der Reference No.: NITMGH/ dated2021
Nan	ne of Tender:
Sir,	
 3. 4. 5. 6. 	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. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents fromPage Noto (including all annexure(s), schedule(s), etc.,), which formpart of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein. 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. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found the latest that the latest and the latest that the information is found the latest that the latest and the latest that the latest and the latest that the latest and the latest that the information is found the latest and
1	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)
