



Tender No: 156/NITS/Works/Vendor Empanelment of Civil Items/2019-20/73

Date: 05.02.2020

**CORRIGENDUM**

Please refer to Notice Inviting Tender for the **Rate Contract for Different Construction Materials** vide tender no.: 156/NITS/Works/Vendor Empanelment of Civil Items/2019-20/71, Dated: 29.01.2020. In the tender document, the period of contract will be read as 6 months instead of 3 Months, therefore, the last date for the bid submission against this tender has been extended to 26<sup>th</sup> February 2020.

Accordingly, the revised date & time are as under:

<i>Revised Information</i>	
<b>Tender Closing Date &amp; Time</b>	26 <sup>th</sup> February 2020; 01:00 PM
<b>Technical Bid Opening Date &amp; Time</b>	26 <sup>th</sup> February 2020; 03:00 PM

All other terms & conditions remains as per the tender document.

**Registrar (I/c)**



Tender No:156/NITS/Works/Vendor Empanelment of Civil Items/2019-20/71

Date: 29.01.2020

**Tender Notice for Rate Contract of Construction Materials**

National Institute of Technology Sikkim invites applications for **Rate Contract for Different Construction Materials** to be supplied at NIT Sikkim, Barfung Block, Ravangla, South Sikkim-737139. The application document can be downloaded free of cost from the website [www.nitsikkim.ac.in](http://www.nitsikkim.ac.in) or obtained from the office.

Details	Information
<b>Tender Floating Date</b>	31 <sup>st</sup> January 2020
<b>Tender Closing Date &amp; Time</b>	26 <sup>th</sup> February 2020; 02:00 PM
<b>Tender (Application) Opening Date &amp; Time</b>	26 <sup>th</sup> February 2020; 03:00 PM
<b>Tender Fees Type</b>	Rs.500/- (Rupees Five Hundred Only) By Demand Draft in favor of “The Director, NIT Sikkim”, payable at State Bank of India, Ravangla Branch (IFSC SBIN0007218)
<b>Period of Contract</b>	06 Months
<b>Address for Communication</b>	The Registrar, NIT Sikkim, Barfung Block, Ravangla, South Sikkim - 737139
<b>Tender Submission</b>	Application may be deposited in the tender box or submitted in the Administrative Block at Reception/Registrar office.
<b>For Any Clarification</b>	registrar.office@nitsikkim.ac.in
<b>Website</b>	www.nitsikkim.ac.in
<b>Number of Pages in the Tender Document</b>	12 (Excluding Corrigendum Page)

**Registrar (I/c)**

## Instruction to Bidders

The main object of tender is to enter into a fixed rate contract with the Vendors/Suppliers for supply of the required construction materials (as per list in the Financial Bid) in the contracted rate.

### 1. Eligibility & categories for Registration/Empanelment:

All Vendors/Suppliers, which are in the business of manufacturing, stocking or marketing of stores are eligible for applying for rate contract if otherwise suitable, subject to specific conditions or restrictions stipulated in this document.

### 2. Rate Contract Procedure: Procedure for entering into rate contract with the vendors:-

- (i) The applicant should clearly read all the pages of the document.
- (ii) Correct/relevant information/data need to be furnished by the vendors.
- (iii) The applicant should make sure before applying for the rate contract, that the Vendors/Suppliers has the required eligibility criteria & experience for that work/item.
- (iv) Vendors/Suppliers seeking applications form shall have to pay the requisite fee for Rs.500/- (non-refundable) towards for tender fee. The amount shall be paid by a demand draft drawn in favor of "The Director, NIT Sikkim" payable at Ravangla. The application form shall reach on or before the tender closing time and date mentioned above.
- (v) The tender documents shall be submitted in two parts.
  - a) Vendor/Supplier shall have to fill and submit the registration form (**Annexure-A**) along with required documents and DD has to be sent in sealed envelope marked technical bid The **Annexure B-D** should also should be enclosed with the technical bid.
  - b) The price bid for the required items should be filled in the given format (**Annexure-E**) and put in a separate envelope and sealed and marked Financial Bid.
  - c) Both the envelopes should be put in a bigger envelope super scribing as "**APPLICATION FOR RATE CONTRACT OF CONSTRUCTION MATERIALS**" clearly on the envelope addressed to:

**The Registrar,  
National Institute of Technology Sikkim,  
Barfung Road, Ravangla, South Sikkim,  
Sikkim-737139.**
- (vi) Application incomplete in any respect, viz. non-submission of any required document or information, or fee in requisite amount is liable for rejection.
- (vii) The following documents (whichever is applicable) should accompany with the registration form in the technical bid along with one set of signed and stamped tender document:
  - a) GST No. and its certificate with registration type.
  - b) Trade License; Factory License.
  - c) Income tax Permanent Account No. (PAN) (In the name of firm if not a proprietorship firm.)
  - d) Copy of Aadhar Card of proprietor or Udyog Aadhar or NSIC/MSME certificate.
  - e) Memorandum and Article of Association, Certificate of Incorporation, Partnership Deed, Registration Certificate issued by the Registrar of Firms etc., if applicable.
  - f) Current dealership agreement from Principal if any.
  - g) ISO certification, if applicable.

- h) A certificate that the vendor hasn't been black listed by any institution of the Central/State Government or any PSU University; Institute etc. in the past three years should be submitted.
  - i) Institute may ask the vendor/supplier to submit any other certificate from time to time as it may deem fit.
- (viii) The Technical Bid will be opened on the date of tender opening and the Financial Bid after evaluation of technical bid. The Financial Bid of only technically qualified bidders shall be opened, as decided by the Technical Evaluation Committee. The decision of the Technical Evaluation Committee (TEC) shall be final and binding on all the bidders.
- (ix) The financial bids shall, be evaluated for the items and the rate contract shall be entered into for each item depending on the price quoted by the vendors.
- (x) The rate contract for the quoted rate shall be initially valid for a period of 6 months. The rate shall not be changed during the contract period in any case. The rate contract may be further extended by the competent authority as per his discretion.
- (xi) The vendor shall provide the required materials for which rate contract has been awarded to him whenever required by the institute at the contracted rates. The order may be placed via a purchase order duly signed by the appropriate authority.

### **General Terms & Conditions**

1. NIT Sikkim reserves the rights to accept, consider or reject any or all applications without assigning any reasons thereof. The decision of NIT Sikkim shall be final & binding on all concerned registered firms/vendors in the panel of NIT Sikkim.
2. Vendors once contracted, shall have to promptly reply to all the enquiries, execute orders as per the order terms of NIT Sikkim.
3. All bidding documents and rate quotations must be in English on letter head of bidding firm and duly stamped by the authorized signatory along with a forwarding letter. One signed copy of the tender document, with bidding firm seal, agreeing to the terms & conditions and declaration must also from part of the documents.
4. If any date mentioned above happens to be a holiday, then the next working day will be the relevant date.
5. This document is treated as a valid contract between NIT Sikkim and Vendor and adherence to all aspects of fair trade practices in executing the purchase orders/work orders placed by NIT Sikkim from time to time during the registration period.
6. In case of contracted vendor is found in breach of any terms & condition(s) of NIT Sikkim or supply/work order, at any stage during the course of supply/installation or warranty period, the legal action as per rules/laws, shall be initiated against the vendor besides debarring and blacklisting the vendor concerned for at least three years for further dealings with NIT Sikkim.
7. The vendor should not assign or sublet the rate contract or any part or it to any other vendor in any form. Failure to do so shall result in termination of contract.
8. All registered firms are expected to maintain absolute integrity, follow a decent standard of business ethics and do nothing unbecoming of a registered Vendor/Supplier.
9. Any subcontract of the placed order will not be entertained and order may be cancelled in summary.

10. The NIT Sikkim has all the rights reserved to add/delete/alter any of the items and to mend/add any of the terms and conditions included in the contract granted to firms with effect from any date, without assigning any reason(s) for the same.
11. NIT Sikkim reserves the right to accept/reject/all offer(s) without assigning any reason.
12. All the terms and conditions mentioned herein must be strictly adhered to by all the vendors. **Conditional applications shall not be accepted on any ground and shall be rejected straightway.**
13. **Price Variation Clause:** During the validity of the rate contract including the extended period, if the vendor sells any contracted item to any other department / Organization at a price lower than the price offered to NIT Sikkim, the vendor must voluntarily pass on the price difference to NIT Sikkim with immediate effect.
14. **Indemnity:** The selected vendor shall indemnify the NIT Sikkim and user departments against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied items and related services or any part thereof. NIT Sikkim, user department stand indemnified from any claims that the vendor's manpower may opt to have towards the discharge of their duties in the fulfillment of the purchase orders.
15. **Termination for Default**
  - (i) Default is said to have occurred, (a) if the vendor 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 Sikkim. (b) If the vendor fails to perform any other obligation(s) under the contract.
  - (ii) If the vendor, in either of the above circumstances, does not take remedial steps within a period of 15 days after receipt of the default notice from NIT Sikkim (or takes longer period in spite of what NIT Sikkim may authorize in writing), NIT Sikkim may terminate the rate contract/ Purchase Order in whole or in part.
16. **Payment Clause:** 100% payment will be made within 30 days after delivery and acceptance on submission of valid bills as per the GST rules.
17. **Delivery Schedule:** Delivery at NIT Sikkim, order should be executed within the period mentioned in the purchase order. Non availability of stock should be informed in writing immediately. No part supply will be allowed. Defective items or items not as per given brand or sample if any, Vendor/Supplier must take back the items and replace with no additional cost.
18. **Penalty:** Timely delivery is essence of the contract, hence if any consignment is delayed liquidity damages at the following rate shall be imposed;
  - (a) 1% of the total cost for delay upto 15 days;
  - (b) 2% of the total cost for delay more than 15 days but less than 30 days;
  - (c) 5% of the total cost for delay more than 30 days but less than 60 days;
  - (d) 10% of the total cost for delay more than 60 days;
18. **"Force Majeure"** means an event beyond the control of the Vendor/Supplier and not involving the Vendor/Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. Force Majeure situation arises, the Vendor/Supplier shall promptly notify Institute in writing of such conditions and the cause thereof for consideration.
19. All disputes in this connection shall be settled in Sikkim, jurisdiction only.

**Registrar (I/c)**

**Schedule of Items**

S.No.	Item with Specifications
01	Cement-PPC (UltraTech/Birla Gold)
02	20 mm Down Coarse aggregate
03	10 mm Down Coarse aggregate
04	Fine sand
05	Coarse sand
06	Bricks-Clay (Class-A)
07	Bricks-Clay (Class-B)
08	Bricks- Fly-ash (Clas-A)
09	Boulders
10	Concrete Paver Block 60 mm
11	Concrete Paver Block 80 mm
12	Concrete Paver Block 100 mm
13	Concrete Paver Block 120 mm

- **The items may be procured in any combination of above list of items.**
- The approximate Value of requirement during the period of rate contract is 15-20 lakhs. However, the same may increase or decrease based on the need of the institute.
- The items may be procured in batches based on the requirement of the institute.

(Annexure-A)

**Application Form for Rate Contract of Construction Materials****(To be submitted in the letterhead of the Vendor/Supplier)****Details of Firm**

Details of Tender Fee in favor of NIT Sikkim		₹ _____ through Demand Draft No. _____
01	Name of the Firm	M/s
02	Registered Address of the Firm	
	Pin Code	
	Telephone/Mobile No.	
	Email ID	
03	Contact Person with Correspondence Address/Contact No./Email	
04	Nature of Firm: a) Retailer b) Dealership c) Distributorship d) Manufacturer	
05	Constitution of the Firm a) Proprietorship b) Partnership c) Private Limited d) Other, Please specify	
06	Name of Proprietors/Partners	
07	Year of Establishment	
08	Registration No. Date.	
09	Income Tax Permanent Account No.	
10	Are you a Small Scale Industry registered with national small scale industries (NSCI/MSME)	
11	Small scale industries Registration No. Validity Up to .....	
12	List of reputed Clientele (PSU, Autonomous Body, IITs, NITs)	
13	Authorized dealership/OEM of reputed brands	

This is to certify that all the information stated above is true and correct to the best of my/our knowledge. I/We understand and accept the terms and conditions and further accept that if there is any suppression, fabrication and misstatement of facts in any form, will at once result in cancellation of my application for empanelment and that NIT Sikkim reserves its rights to take such action as it may deem fit in such an eventuality.

Date: \_\_\_\_\_

Place: \_\_\_\_\_

(Signature of authorized Person)

Name of Signatory:

Designation:

Office Seal :

**Note:**

- 1) Please submit documentary proof in support of the data.
- 2) Copy of GST Certificate, PAN, SSI Certificates etc.
- 3) Copy of Registration Certificate / Trade License



(Annexure-B)

(Note: Declaration should provide on printed letter head of the Bidder indicating thereon GST Registration, Email, Telephone numbers, etc.)

To,

Registrar  
National Institute of Technology Sikkim  
Raving, South Sikkim -737139

**Sub: Contract Declaration for Rate Contract of Construction Materials.**

**Ref: Tender Notice No :**

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Sir,

I.....(Proprietor/Partner)  
of M/s.....(Name of Firm) having examined  
the details of Tender document, I/We hereby submit the prequalification documents and other relevant  
information for selection of our Firm.

Having examined the details of Tender document, I/We hereby submit the prequalification documents  
and other relevant information.

I/We here by certify that all the statements made and information supplied in the statements are true and  
correct to the best of my knowledge. I understand that if any information found incorrect, the application  
is liable to be cancelled.

I/We also hereby declare that all matters related to National Institute of Technology Sikkim shall be  
treated as confidential and no information shall be passed on to any unauthorized person without written  
permission of the Competent Authority.

Mr. .... whose signatures are appearing  
below, is the authorized representative(s) of the firm.

I/We also undertake the responsibility to communicate all subsequent changes in the constitution or  
working of firm, affecting the accuracy of the facts, stated above.

I/We assure that if selected, the firm will serve the Institute for a minimum period as per the tender  
document.

I/We have furnished all information and details as necessary for Registration/Empanelment and have no  
further pertinent information to supply.

I/We certify that my/our firm is not **Blacklisted/Banned** from business by any organization.

I/We hereby accept the rules and procedures of the Institute for Registration /Empanelment of  
Vendor/Supplier/Vender and agree that the Institute has the right to accept or reject any application  
without assigning a reason thereto.

I/we have not tampered/modified the application forms in any manner. In case, if the same is found to be  
tampered/modified, I/we understand that my/our application will be summarily rejected. I/we am/are  
liable to be banned from doing business with National Institute of Technology, Sikkim and /or prosecuted.

Date:

Place:

(Signature of authorized Person)

Office Seal :

Name of Signatory: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature of representative of the firm: \_\_\_\_\_

Name of representative: \_\_\_\_\_

Contact No. of representative: \_\_\_\_\_

**Performa for direct payment/transfer to bank account by NIT Sikkim**

S.No.	Particulars	Information
01	Firm (Beneficiary) Name	
02	Please enclose a cancelled	
03	Complete Bank Account No. of the Firm [beneficiary]. In case of change in bank account vendor should write to Account Office.	
04	Bank Name	
05	Bank Address	
06	IFSC Code no.	
07	Mobile no (for SMS)	
08	Email ID (for information)	

We undertake that all information provided above is correct and NIT Sikkim will not be responsible in case of any error on the part of firm.

**Signature & Seal of the Firm/Company/Agency**

**Tender Notice for Rate Contract for Construction Materials****Compliance Report:**

S.No.	Details	Yes /No	Attached page No.
1	We have gone through the terms & conditions of the application document.		
2	Proof of tender Fee (Non Refundable) of Rs.500/ (Rupees Five Hundred Only) through Bank Demand Draft in favor of Director, NIT Sikkim payable at Ravangla, Sikkim is attached.		
3	GST Number copy attached		
4	Income Tax Registration/PAN No is attached.		
5	Our organization or any of its subsidiaries have not been Black listed by any Govt./Autonomous bodies/Universities/ Govt. Institutes.		
6	Copy of purchase order(s) of similar items supplied during last Three years preferably from IISc./IIT/NIT/Govt. approved R&D Laboratories with proof of document, PSU and Autonomous Body if any.		
7	Manufacturer/ Sole Distributor/ Authorized Dealer/ Registered/ Vendor/ Supplier with proof of document		
8	ISI/ISO or equivalent certificate with proof of document*		
9	Trade License/ Factory License is attached.		
10	Aadhaar Card copy is attached.		
11	Bank Details is filled up.		
12	Name of Contract Person and Mobile No. is filled up.		

Place:

(Signature of Bidder/authorized person)

Date:

Seal of the company/Firm

**Part-II: Financial Bid****(To be put in separate envelope and sealed and marked)**

(On the letterhead of the bidder)

S.No.	Item with Specifications	Unit	Unit Price (₹)	Tax With %	Total unit Price (₹)	MAKE (If Any)
01	Cement-PPC (UltraTech / Birla Gold)	bags				
02	20 mm Down Coarse aggregate	Cft				
03	10 mm Down Coarse aggregate	Cft				
04	Fine sand	Cft				
05	Coarse sand	Cft				
06	Bricks-Clay (Class-A)	Pcs				
07	Bricks-Clay (Class-B)	Pcs				
08	Bricks- Fly-ash (Clas-A)	Pcs				
09	Boulders	Cft				
10	Concrete Paver Block 60 mm	Pcs				
11	Concrete Paver Block 80 mm	Pcs				
12	Concrete Paver Block 100 mm	Pcs				
13	Concrete Paver Block 120 mm	Pcs				

Total unit quoted price should be inclusive all charges (taxes, transportation, etc.). No extra charges will be paid. Rate quoted must be F.O.R. NIT Sikkim.

Place:

(Signature of Bidder/authorized person)

Date:

Seal of the company/Firm