## NATIONAL INSTITUTE OF TECHNOLOGY SIKKIM



Ref: 119/NITS/Works/Empanelment/779

# **CORRIGENDUM**

The last date for submission of Tender No. 119/NITS/Works/Empanelment/185, Dated: 25.09.2018 for Registration/Empanelment of Vendors/Suppliers for supplying different category of materials to NIT Sikkim Ravangla Campus, South Sikkim, has been extended to October 26, 2018.

Accordingly, the revised date & time are as under:

Revised Information		
<b>Tender Closing Date &amp; Time</b>	ing Date & Time October 26, 2018 at 12:30 PM	
Tender (Application) Opening Date & Time	October 26, 2018 at 03:00 PM	

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

-Sd/-

Date: 23.10.2018

Registrar





(An Institute of National Importance, MHRD, Govt. of India) Barfung Block, Ravangla Sub Division, South Sikkim-737139

Tender No: 119/NITS/Works/Empanelment/185 Date:25.09.2018

## **Tender Notice for Empanelment of Vendor/Supplier**

National Institute of Technology Sikkim invites tenders for registration/empanelment of Vendors/Supplier in sealed envelope for supplying different category of materials to be supplied at NIT Sikkim, Barfung Block, Ravangla, South Sikkim 737139. The tender Document can be downloaded free of cost from the website <a href="https://www.nitsikkim.ac.in">www.nitsikkim.ac.in</a> or obtained from the office.

Information		
Tender Floating Date September 25, 2018		
Tender Closing Date & Time October 26, 2018 at 12:30 PM		
Tender (Application) Opening Date & Time	October 26, 2018 at 03:00 PM	
Registration Fees Type	Rs.1,000/- (Rupees One Thousands Only) By Demand Drafts in favor of "The Director, NIT Sikkim", payable at State Bank of India, Ravangla Branch (IFSC SBIN0007218)	
<b>Address for Communication</b>	The Registrar, NIT Sikkim, Barfung Block, Ravangla, South Sikkim - 737139	
Tender Submission	Tender may be deposited in the tender box or submitted in the Administrative Block at Reception/Registrar office.	
For Any Clarification	registrar.office@nitsikkim.ac.in	
Website	www.nitsikkim.ac.in	
Number of Pages in the Tender Document	13 (from Page No.02 to 14)	

Registrar

#### INSTRUCTION TO VENDOR FOR REGISTRATION/EMPANELMENT

The main object of registration/empanelment of the Vendors/Suppliers as approved vendor is to have a broad based panel of technically capable, financially sound and reliable sources of supply to which enquiries can be addressed for the Institute purchases.

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

All Vendors/Suppliers, which are in the business of manufacturing, stocking or marketing of stores and specified service provider are eligible for registration if otherwise suitable, subject to specific conditions or restrictions stipulated in this document.

## 2. The firms registered with NIT Sikkim will enjoy the following benefits:

- (i) In case of advertised/limited tender enquiries, copies of tender notices may be sent to registered firms giving them advance information to enable them to purchase the tender sets.
- (ii) Rate Contracts and running contracts will be awarded to registered firms.
- (iii) Enquiries against spot or emergency purchases may be sent to registered firms only.

# 3. Empanelment/Registration Procedure: Procedure for empanelment of vendors with National Institute of Technology, Sikkim:-

- (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 a particular type of Category, that the Vendors/Suppliers has the required eligibility criteria & experience for that category of work/item.
- (iv) Vendors/Suppliers seeking applications form shall have to pay the requisite fee for Rs.1,000/- (non-refundable) towards for registration/empanelment. 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
- (v) Vendor/Supplier shall have to fill and submit the registration form along with require documents and DD has to be sent in sealed envelope super scribing as "APPLICATION FOR VENDOR REGISTRATION/ EMPANELMENT" clearly on the envelope addressed to:

Registrar

National Institute of Technology Sikkim, Burfung 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 essential documents (whichever is applicable) should accompany with the registration form:
  - a) GST No. and its certificate
  - 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 Aadhaar Card.
  - 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 registered vendor/supplier to submit any other certificate from time to time as it may deem fit.
- (viii) On receipt of the registration form along with the requisite documents as mentioned above the Vendor/Supplier shall be registered with the NIT Sikkim after Scrutiny.
- (ix) The firm will be considered for registration/empanelment for an initial period of one year and their registration will be considered for renewal as per NIT Sikkim procedure, for two years or so, at a time subject to satisfactory performance of the firm during initial registration period.
- (x) After getting all the required information, documents & fee (DD) from the applicant, the registration number will be issued to the vendor/supplier with the following details:
  - (a) Registration No.
  - (b) Vendors/Suppliers Trade Group/Category No. along with description.
- (xi) **Service Centre's**: Service Centre in Sikkim or in nearest major cities, operational for more than 3 years, may be given. For authorized distributor/OEM centres the vendor shall produce a copy of the valid agreement/undertaking from authorized distributor/OEM. On verification of the information, if at any time the furnished information is found incorrect the registration is liable to be cancelled and the firm may be blacklisted & the EMD/SD will be forfeited by the Institute.

## **GENERAL TERMS & CONDITIONS**

- 1. The said registration qualifies a particular vendor for consideration for issue of tender papers in case of limited tenders for relevant category only for which vendor is registered/empanelment. However, this will not give any claim to the party for award of work / purchase order.
- 2. NIT Sikkim reserves the rights to accept, consider or reject any or all applications without assigning any reasons thereof. The decision of NIT Sikkim in respect of registration of parties for various categories of work/items shall be final & binding on all concerned registered firms/vendors in the panel of NIT Sikkim.
- 3. Vendors once empanelled, shall have to promptly reply to all the enquiries, execute orders as per the order terms of NIT Sikkim and keep the Institute informed of new products/developments/innovative ideas that shall help reduce the cost and improve quality, reliability, etc.
- 4. 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.
- 5. Two-part tendering is done where technical screening/clear technical specifications are not available. In such cases vendors will be asked to submit both techno commercial and price bids separately. Price bids of technically accepted bids only will be opened.
- 6. If any date mentioned above happens to be a holiday, then the next working day will be the relevant date.
- 7. 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.
- 8. In case of empanelled 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 and EMD/Security Deposits shall be forfeited by NIT Sikkim, besides debarring and blacklisting the vendor concerned for at least three years for further dealings with NIT Sikkim.
- 9. The vendor should not assign or sublet the empanelment or any part or it to any other vendor in any form. Failure to do so shall result in termination of empanelment. Any vendor can get registered as and when NIT Sikkim calls for such registration. All those firms which are registered and confirmed shall be entertained for various queries.

- 10. 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. In all future correspondence with NIT Sikkim, empanelled vendors are required to quote along with the Registration No. which is issued at the time of registration.
- **11.** Any subcontract of the placed order will not be entertained and order may be cancelled in summary.
- 12. 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 registration granted to firms with effect from any date, without assigning any reason(s) for the same.
- 13. NIT Sikkim reserves the right to accept/reject/all offer(s) without assigning any reason.
- **14. Opening of applications:** The applications will be scrutinized by the constituted committee based on requirement suiting to the need of the Institute. Decision of the Institute committee will be final and binding. No query shall be raised on any act or omission of the committee not affecting the merits of the process shall not invalidate any decision of the committee. Any tender received not in conformity to the aforesaid terms and conditions may not be considered and same will be rejected.
- 15. 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.
- 16. **Price Variation Clause:** During the validity of the empanelment including the extended period, if the vendor sells any empanelled 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.
- 17. **Indemnity:** The selected vendor shall indemnity 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.

#### 18. 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 empanelment. (c) If vendor does not respond the limited tender enquiry/or quotation for NIT Sikkim.
- (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 empanelment/ Purchase Order in whole or in part.
- 19. **Payment Clause:** 100% payment will be made within 30 days after delivery and acceptance on submission of valid bills as per the GST rules.

- 20. **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.
- 21. **Penalty:** Timely delivery is essence of the contract, hence if any consignment is delayed liquidity damages at the rate of 0.5% of the price of the delayed consignment for each week of part thereof shall be levied and recovered subject to maximum of 5% of total purchase order value.
- 22. "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.
- 23. All disputes in this connection shall be settled in Sikkim, jurisdiction only.

Registrar

(ANNEXURE-A)

# APPLICATION FORM FOR REGISTRATION/EMPANELMENT OF VENDORS/SUPPLIER

(To be submitted in the letterhead of the Vendor/Supplier)

## **Details of Firm**

Application for Category:		
(A firm may apply for multiple category)		
Category Code No.:		
Detai	ls of Registration /Empanelment Fee	₹
in fav	or of NIT Sikkim	
( Atta	ch copy of proof)	through Demand Draft No
1	Name of the Firm	M/s
	Registered Address of the Firm	
2	Pin Code	
	Telephone/Mobile No.	
	Email ID	
3	Contact Person with Correspondence Address/Contact No./Email	
4	Nature of Firm: <ul> <li>a) Retailer</li> <li>b) Dealership</li> <li>c) Distributorship</li> <li>d) Manufacturer</li> </ul>	
5	Constitution of the Firm  a) Proprietorship b) Partnership c) Private Limited d) Other, Please specify	
6	Name of Proprietors/Partners	
7	Year of Establishment	
8	Registration No. Date.	
9	Income Tax Permanent Account No.	
10	Are you a Small Scale Industry registered with national small scale industries (NSCI/MSME)	

	<b>Small scale industries Registration</b>	
11	No.	
	Validity Up to	
12	List of reputed Clientele (PSU,	
	List of reputed Clientele (PSU, Autonomous Body, IITs, NITs)	

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

Raving, South Sikkim -73/13)		
Sub: CONTRACT DECLARATION FOR REGISTRATION/EMPANELMENT Ref: Tender Noice No.: Tender No: 119/NITS/Works/Empanelment/185, Date:25.09.2018		
Sir,		
I,		
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 empanelled, the firm will serve the Institute for a minimum period of one year.

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: Person)	(Signature of authorized
Office Seal :	
Name of Signatory:	
Designation:	
Signature of representative of the firm:	
Name of representative:	
Contact No. of representative:	

(ANNEXURE -C)

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

S.No.	Particulars	Information
1	Firm (Beneficiary) Name	
2	Please enclose a cancelled	
3	Complete Bank Account No. of the Firm [beneficiary]. In case of change in bank account vendor should write to Account Office.	
4	Bank Name	
5	Bank Address	
6	IFSC Code no.	
7	Mobile no (for SMS)	
8	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** 

(ANNEXURE-D)

# REGISTRATION/EMPANELMENT OF SUPPLIER (VENDOR)

# **Compliance Report:**

S.No.	Details	Yes/No	Attached
			page No.
1	We have gone through the terms & conditions of the tender		
	document.		
	Proof of Registration/Empanelment Fee (Non Refundable) of		
2	Rs.1000/ (Rupees One Thousand 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.		
	Our organization or any of its subsidiaries have not been		
5	Black listed by any Govt./Autonomous bodies/Universities/ Govt.		
	Institutes.		
	Copy of purchase order(s) of similar items supplied during last		
6	Three years preferably from IISc./IIT/NIT/Govt. approved R&D		
Laboratories with proof of document, PSU and Autonomous			
	Body.		
7	List of Customer/ Client during last five years with proof of		
,	Document.		
8	Manufacturer/ Sole Distributor/ Authorized Dealer/ Registered/		
0	Vendor/ Supplier with proof of document		
9	ISI/ISO or equivalent certificate with proof of document*		
10	Trade License/ Factory License is attached.		
11	Aadhaar Card copy is attached.		
12	Bank Details is filled up.		
13	Name of Contract Person and Mobile No. is filled up.		

Place:	(Signature of Bidder/authorized person)
Date:	Seal of the company/Firm

(ANNEXURE-E)

Please mention category/sub-category name for which registration is sought and enclose proof of having executed similar services in other companies etc.

Category Name	Sub-category Name	Sub Category Number	
Civil Electrical	Construction materials	NIT/C/1	
	<b>Sanitary Ware and Fittings</b>	NIT/C/2	
	Stone and Tiles	NIT/C/3	
	<b>Plumbing Materials, Pipes</b>	NIT/C/4	
	etc.	N11/C/4	
	Lights and fittings	NIT/E/1	
	Electrical wires	NIT/E/2	

Place:	(Signature of Bidder/authorized person)
Date:	Seal of the company/Firm