



# राष्ट्रीय प्रौद्योगिकी संस्थान सिक्किम National Institute of Technology Sikkim

(AN INSTITUTE OF NATIONAL IMPORTANCE, GOVT. OF INDIA)

Ravangla Campus, Barfung, Ravangla, South Sikkim – 737139

Tender No: 62/NITS/Basic Science/Chemistry Lab roof repair/17-18/296 Date: 30.01.2019

## Notice Inviting Tender

National Institute of Technology Sikkim invites tender in sealed envelope for **Water Proofing Works in NIT Sikkim as per Specification** given in this tender notice to be executed at NIT Sikkim, Barfung Block, Ravangla, South Sikkim-737139. The tender document can be downloaded free of cost from the website [www.nitsikkim.ac.in](http://www.nitsikkim.ac.in) or obtained from the office.

## Schedule of Work

S.No.	Particulars	Qty (Approx.)
1	Water Proofing Works as per the specification mentioned in this tender.	9700 SQ FT

<i>Detailed Information</i>	
<b>Bidding System</b>	Two bid system: Technical Bid & Financial Bid (separate sealed)
<b>Tender Floating Date</b>	January 30, 2019
<b>Tender Closing Date &amp; Time</b>	February 15, 2019 at 12:30 PM
<b>Technical Bid Opening Date &amp; Time</b>	February 15, 2019 at 3:30 PM
<b>Financial Bid Opening Date &amp; Time (Tentative)</b>	February 16, 2019 at 02:00 PM (Tentative)/ Shall be announced at the time of technical bid opening.
<b>EMD (Earnest Money Deposit)</b>	<b>Rs. 15,000/- (Rupees Fifteen Thousand Only)</b> By Demand Drafts in favour 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
<b>Tender Submission</b>	<b>Tender/Bid may be deposited in the tender box or submitted in the Administrative Block at Reception/Registrar office.</b>
<b>For any Clarification</b>	<i>registrar.office@nitsikkim.ac.in</i>
<b>Website</b>	<a href="http://www.nitsikkim.ac.in">www.nitsikkim.ac.in</a>
<b>Number of Pages in the Tender Document</b>	18

Registrar

**Note Carefully:** The Bidders are required to read carefully and understand all the terms and conditions, specifications, formats, instructions, etc. given in the Tender/Bid document with full understanding of its implications. Failure to furnish all information required for submission of a bid or bids not substantially responsive in every respect may result in outright rejection. The Bidder is required to give confirmation of their acceptance of all the terms and conditions mentioned in the Tender/Bid document. Failure to do so may result in rejection of Tender/Bid submitted by the Bidder.

### **General Terms and Conditions**

1. In this tender document the Institute means “National Institute of Technology Sikkim (NIT Sikkim)”; the Buyer means NIT Sikkim and Seller/Supplier means the successful bidder awarded the Purchase Order (PO)/work order; The word “Tender” and “Bid” is used interchangeably having same meaning. Here, the word Supply/Agreement/Contract/Project means the Purchase Order for the goods given in the scope of the work. Goods/Items/Works means the items/service mentioned in the scope of work. A Tender/Bid Document means all the pages of this document consisting of Terms and Conditions, Specifications, Bid Formats, Undertaking, etc.

**2. Scope of Work:**

Water Proofing Works as per the specification mentioned in this tender. Agency carrying out water proofing works may bid for the tender. Agencies carrying out similar works with track record may bid for the work.

**3. Format for submission of bid:**

The bid shall be submitted only in the forms and formats attached with this bid document and every page of the bid document should be signed and stamped by authorized person. The bid should be forwarded by the bidders under their original memo/letter head inter alia furnishing all the required details like GST number, PAN, Bank details etc. and complete contact details (Postal address, email and contact numbers) of their office. All bidding documents and rate quotations must be in English. One signed copy of the tender document, with bidding firm seal, agreeing to the terms & conditions and declaration etc. must also form part of the submitted bid.

**4. Two Bid System:**

The bidding process shall consist of **Two Bid System**. The bid must be submitted in two parts comprising:

**Part-I: Technical Bid (Annexure-A) & Part-II: Financial/Commercial/Price Bid (all have same meaning)(Annexure-C).**

**The Part-I** (Technical bid) should contain the EMD, compliance/non-compliance of detailed technical specifications as per the Bid/Tender document along with other desired information/certificate, etc. **The Part-II** (Financial Bid) shall only contain the price offered in the Bid format provided with document along with other desired information/certificate, etc, if any.

Both the Bids should be properly placed in two **separate sealed envelopes** and marked accordingly (**must super-scribed “Technical Bid” or “Financial Bid” on the top of each respective envelope**) for their proper identification. These should again be sealed in a third bigger **envelope super-scribing, “Bid for Water Proofing Works”**.

The Part-I (Technical Bid) will be opened on the date of tender opening and the Part-II (Financial Bid) after evaluation of Part-I. The Part-II (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.

## 5. Enclosures:

The bidder must attach the suitable supporting documents. The **Technical and Financial Bids** will be submitted in the specific formats enclosed with this tender document in separate sealed envelopes. All the enclosures attached with the bid shall also be signed and stamped. Please ensure following:

### (a) Technical bid must comprise of following:

- (i) One set of complete tender documents duly signed & stamped.
- (ii) A clause by clause compliance on Terms and Conditions of the contract and the technical specifications, drawings, etc.
- (iii) Duly filled, signed and stamped **Technical bid** on the Letter Head of the **Bidder (Annexure-A)**.
- (iv) Duly filled, signed and stamped **Undertaking** on the Letter Head of the Bidder (**Annexure-B**).
- (v) All the certificates and declarations required under the Specific Conditions of this Tender/Bid document.
- (vi) The bidder may submit supply records and satisfactory installation certificate of completing similar materials, if any.
- (vii) EMD in the form of Demand Draft must be enclosed with the Technical Bid.
- (viii) **Trade license**/Certificate of registration (as applicable) of the agency with the government in the required business/field will be enclosed with technical offer.
- (ix) The **GST registration** number and photocopy of certificate.
- (x) **The PAN** of proprietor/firm/company with photocopy of the PAN card.
- (xi) The enclosed formats in original should be used for the Bids. All sheets submitted must be signed by the authorized signatory of the company and duly affixed with firm's stamp. Additional sheets, duly authenticated may be attached to elucidate specific issue, if any.

Non-compliance of any of the above may result in rejection of the bid summarily and no query in this regard shall be entertained.

**(b) Financial Bid/Price Bid:**

Financial bid will comprise of duly filled, signed and stamped Financial Bid in the format given at **Annexure-C**. Financial Bid/Price Bid only and must be placed in separate envelope duly sealed and signed. This envelop must be super-scribed with "**Financial Bid for Water Proofing works**".

**6. Bid Security:**

The Bid Security (i.e. Earnest Money Deposit, EMD) in the form of Demand draft for Rs.15,000/- (Rupees Fifteen Thousand Only) from any scheduled bank drawn in favor of "**The Director, NIT Sikkim**" payable at Ravangla, South Sikkim-737139 must accompany with **Technical Bid**. **No interest shall be paid on the submitted EMD. The demand draft must be drawn from the bank after the date of publication of tender and must carry minimum validity of 3 months, failing which the bid shall be rejected.** Offer without EMD will be rejected summarily except in case of exempted bidders holding valid MSME/NSIC license exempting such bidders from furnishing of EMD.

The Bid Security of unsuccessful bidders shall be refunded after finalization of bid/award of contract to successful bidder. EMD of the unsuccessful Bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. The Bid Security of the successful Bidder would be returned after the receipt of Performance Security as called for in the contract/adjusted towards performance security. No interest shall be payable to any bidder on the EMD with the Institute. The EMD of the technically disqualified bidders may be returned in original (i.e. the Demand Draft submitted along with bid).

The Bid Security shall be forfeited, (i) if a Bidder withdraws its bid during the period of bid validity; or (ii) if a Bidder makes any statement or submits any information which turns out to be false, incorrect and/or misleading at any time and/or conceals or suppresses material information. The decision of the Institute authorities shall be final and binding on the bidder(s).

**7. Amendment in Bid/Tender Document:**

At any time up to the last date of receipt of Bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the Bid/Tender document by an amendment. The amendment will be notified in writing through Institute website or email (if provided) to all the prospective Bidders, the same shall be binding on all the prospective bidders.

The Institute may, at its discretion, extend the last date for the receipt of Bids/cancel the Bidding process. It shall be the responsibility of the interested bidder(s) to regularly visit the website for any amendment/information.

**8. Bid Disqualification:**

The proposal is liable to be disqualified in the following cases:

- (a) Proposal not submitted in accordance with instructions provided in this document.
- (b) Proposal is received in incomplete form.

- (c) Proposal is received after due date and time.
- (d) Proposal is not accompanied by all requisite supporting documents.
- (e) The Financial Bid/Price Bid is placed in the same envelope as the Technical Bid.
- (f) If bid is not accomplished with EMD as per the clause given in this bid document.
- (g) Canvassing by the Bidder in any form, unsolicited letter and post-tender correction will invoke summarily rejection of the bid and may result in forfeiture of EMD.
- (h) Conditional Tenders/Bids will be summarily rejected.
- (i) Any false/misleading/incorrect information/document.
- (j) Bidder fails to deposit the Bid Security/Performance security or fails to enter into a contract within specified date of notice of award of contract or within such extended period, as may be specified by the Institute.
- (k) No overwriting or cutting in price quoted shall be acceptable and financial bid shall be treated invalid and rejected.
- (l) The demand draft for EMD must be drawn from the bank after the date of publication of tender and must carry minimum validity of 3 months, failing which the bid shall be rejected.

#### 9. Queries and Clarification:

The queries and clarification in this Bid/Tender must be addressed to “Registrar” and the same may be sent through conventional mail as well as email in the format below:

S.No.	Clause no. (as per the Bid/Tender)	Your understanding /interpretation	Clarification sought from Institute

#### 10. Clarification regarding contents of the Bids:

During evaluation and comparison of bids, the Buyer (NIT Sikkim) may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing (post/email) and no change in prices or substance of the bid will be sought, offered or permitted. The clarification must be provided within the time stipulated by the Institute else the bid submitted may be rejected. No post-bid clarification on the initiative/request of the bidder will be entertained.

#### 11. Withdrawal of Bid Submitted:

Bidders unwilling to participate in the bidding process after submitting the bid must ensure that intimation to this effect must reached the Registrar, NIT Sikkim before the due date and time of the opening of the Bids, failing which the defaulting Bidder may be delisted and will result in forfeiture of EMD.

#### 12. Right to Accept/ Reject Bids:

The Institute reserves the right not to accept any bid and to annul the tender/bid process and reject all bids at any stage, without thereby incurring any liability or assigning any reason to the affected Bidders or any obligation to inform the affected Bidders on the grounds for such action.

**13. Only One Bid per Bidder:**

Each bidder shall submit only one tender either by himself or as partner in joint venture or as a member of consortium. If a bidder or of any of the partner in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected. Further, enterprises under common holding may bid only through one such enterprise.

**14. Confidentiality:**

The Bidder and their personnel shall not, either during the term or after expiration of this Purchase/Work Order, disclose any proprietary or confidential information relating to the services, agreement or the Institutes business or operations without the prior written consent from the Institute.

**15. Force Majeure:**

During the pendency of the service agreement if the performance in whole or part thereof, by either party is prevented/delayed by causes arising due to any war, hostilities, civil commotion, act of public enemy, sabotage, fire, floods, explosion, epidemics, non-availability of raw material and other consumables, or any other causes including breakdown of equipment beyond their reasonable control. Neither of the two parties shall be made liable for loss or damage due to delay or failure to perform the contract during the pendency of forced conditions provided that the happenings are notified in writing within 7days from the date of occurrence. The supply of materials shall be resumed under the contract as soon as possible after the restoration of normalcy. The Institute reserves the right to grant time period extension on the request of bidder or otherwise.

**16. Termination of Purchase Order:**

The Institute may, without prejudice to any other remedy for breach of agreement, may terminate the purchase order/work order/contract/agreement in whole or in part, by written notice of default sent to the Bidder, and the performance guarantee shall stand forfeited if:

- (a) The Bidder fails to deliver any or all of the obligations within the time period(s) specified in the Purchase Order/Work Order/Contract/Agreement, or any extension thereof granted by the Institute.
- (b) The Bidder fails to perform any other obligation(s) under the Purchase Order/Agreement and fails to rectify it within the notice period for the rectification of the same.
- (c) Information/document submitted in technical proposal is found to be misrepresented, incorrect or false accidentally/unwittingly or otherwise at any time during the processing of the bid/contract (no matter at what stage) or during the tenure of the contract including the extension period if any. This may also invite any action (legal/debarring future participation in the bids) against the defaulter as deemed fit by the Institute.
- (d) The loss incurred due to termination of the Contract/Purchase Order and addition cost incurred in completion of the delivery by any other firm, selected by the Institute shall be recovered from the defaulted firm/party.

**17. Termination for Insolvency:**

The Institute may at any time terminate the purchase order by giving written notice to the Bidder without compensation, if the Bidder becomes bankrupt/insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued thereafter to the Institute.

*Note: Termination shall be based on the advice of Technical Committee constituted by the Institute.*

**18. Suspension:**

The Institute may by a written notice of suspension to the Bidder, suspend all payments to the Bidder under the Purchase Order, If the Bidder fails to perform any of its obligations under this Purchase Order/Work Order/Contract/Agreement (including the services).

**19. Bid Evaluation Criteria:**

The broad guidelines for evaluation of Bids will be as follows:

- (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the Bid/Tender document, both technically and financially/commercially.
- (b) In respect of Two-Bid system, the technical Bids Submitted by the Bidders will be evaluated by the Buyer Technical Evaluation Committee (TEC) with reference to the technical specifications of the goods as mentioned in the Bid/Tender. The compliance of Technical Bids would be determined on the basis of the parameters and specifications specified in the BID/TENDER document. The Financial/Price Bids of only those Bidders will be opened whose Technical Bids shall qualify the technical evaluation.
- (c) The Bidders are required to spell out the **rates of GST, etc.** in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices.
- (d) If there is a discrepancy between the unit price and the total price that is determined by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected by the Institute Committee. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price and comparison of bids.
- (e) NIT Sikkim reserves the right to modify in exceptional case any of the stipulated terms and conditions on merit/genuine and justifying grounds if it is in the larger interest of the Institute. The final acceptance of the tenders rests entirely with the NIT Sikkim who does not bind himself to accept the lowest tender. The lowest price may not be the sole criteria for deciding the successful bidder, the Institute is free to take other factors in deciding the successful bidder for award of Purchase Order/Work Order/Contract/Agreement in the interest of the Institute and its stakeholders. The Institute committee reserves all rights in this regard and no query or complaints in this regard shall be entertained. The selection will be made purely on the basis of committee's recommendation, genuineness of the firm and based on the technical

specification of various products as per printed catalogues & also on the basis of experience, performance, promptness of delivery and requirement of the Institute.

- (f) No overwriting or cutting in price quoted shall be acceptable and financial bid shall be treated invalid and rejected.

Firms/Bidders shall be required to accept all the Terms and Conditions mentioned in this Bid/Tender or modified/amended made and shall be the part of the Purchase Order/ Work Order/Contract/Agreement.

## **20. Placement of Order:**

The Purchase/Work Order will be placed on successful completion of the process to the successful bidder. Once purchase/work order is placed, it will be the firm/vendor's responsibility to supply the goods and complete the contract/purchase order awarded to the satisfaction of the Institute. It shall be the sole responsibility of the firm/vendor (Successful Bidder) to make the project/contract/agreement functional in all respect. Any additional cost incurred on account of this, for which the firm/vendor has not bid/quoted at the time of submission of the bid offer, will be borne by the firm/vendor.

## **21. Arbitration:**

All disputes or differences arising out of or in connection with the purchase order/work order/contract/agreement shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to the performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration will be as per the Institute norms/decision. All disputes, differences, claims and demands arising under or pursuant to or touching the agreement shall be referred to the sole arbitrator to be appointed by the Institute. The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the Arbitration and Conciliation Act, 1996 or by statutory modification/re-enactment thereof for the time being in force. Such arbitration will be held at NIT Sikkim. It is clarified that Civil court shall have no jurisdiction to entertain any such disputes.

## **22. Jurisdiction of Courts:**

In all matters and disputes arising here under, the appropriate Courts at Sikkim only shall have jurisdiction to entertain and try them only after the failure of arbitration process, if any.

### **Specific Terms & Conditions**

1. Experienced Agency carrying out water proofing works may bid for the tender.
2. The place of execution of work shall be NIT Sikkim campus Ravangla, South Sikkim. The seller must ensure commencement of work at NIT Sikkim Ravangla campus within 30 days of award of contract.
3. **Materials must be of high quality carrying and required quality certified. A declaration of the brand must be enclosed in the bid documents. The work shall carry a normal warranty of 1 year during which any breach in performance of the work shall be made good by Seller.**



4. Bidder should have valid GST registration for the financial year 2018-19. Only invoices/bill with serial numbers and printed with GSTIN number shall be accepted.
5. Bid or Tender may be cancelled or executed work may be not accepted fully or partially at any time if it is found that **work differs** or deviate from NIT Sikkim's mentioned and accepted specification in the bid. Any action under this clause shall make the EMD/security deposit liable to be forfeited.
6. **Packing, forwarding, insurance (if any), transportation charges works included charges should be inclusive in the price.** For any damage/loss during transit, **supplier** will be solely responsible and damaged/lost material must be replaced by supplier at their own cost.
7. **Validity:** Bids shall remain valid for 180 days from date of the Tender closing Date.
8. 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.
9. The information/orders/notices, etc. communicated through **E-mail** provided by the firms/suppliers shall be treated authentic means of communication for all purposes. Providing the **correct contact details (Telephone/mobile Nos., official E-mail IDs, address, etc.)** shall be the sole responsibility of the bidders/firms/suppliers. No reason for non-receipt or non-acceptance of the information/orders, etc. through **E-mail** shall be entertained by the Institute. **The Institute may not send the above through formal postal services, if firms/suppliers so wishes may collect the Hard copy form the concern office of the Institute.** It is mandatory to sign all important documents/orders /notices, etc. to be considered valid.
10. **Completion Period:** Completion period for the work shall be 60 days from date of issue of Purchase Order. The Institute reserves the right to extend the delivery time on the request with valid reason. Liquidity damage will be levied in case of failure to abide by the delivery period.
11. Responsibility of ensuring quality with specification lies to the supplier. The supplying firm must ensure approval of the materials and work by the committee. Deviation of technical specification from the approved sample may lead to rejection of work or cancellation of work order along with forfeiture of EMD. However, in case of minor change in Technical Specification/Design may be asked by the Institute based on the sample and successful bidder is bound to comply with the same.
12. If supplier fails to deliver the material and carry out the work within the delivery period, NIT Sikkim may cancel full order or parts of the order and EMD value may not be returned to the bidder. NIT Sikkim also reserves the right to place the work Order to other bidder or supplier in case of failure of the successful bidder. The EMD shall be forfeited in case the supplier withdraws his tender offer during the validity period of the bid.
13. **Extra Features:** If the bidder provides any other extra features on the material/specification which are not mentioned in the tender product specifications, then that shall be highlighted in clear terms, with documentary evidence/literature.

14. Bidder may choose authorized representative with proper authorization letter for attending tender document opening.
15. Credential of similar works in Central Govt./Autonomous Educational Institute may be attached.
16. The authority is not bound to accept the lowest quoted rate if the bidder does not fulfill all requisites as considered necessary in any case the quality of product will not be compromised. The decision of the Institute committee in this regard shall be final.
17. The bidder must enclose any other certificate evidencing quality, or statutory compliance along with the bid documents duly certified to be true copies.
18. NIT Sikkim may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any bidder.
19. The work to be done under this contract shall conform to the standards mentioned in the technical specifications. And when no applicable standard is mentioned, to the authoritative standard appropriate to the goods' country of origin and such standards shall be the latest issued by the concerned Institution/Organization.
20. NIT Sikkim reserves right to award Contract/Purchase order/Work order to one or more bidder.
21. The work performed shall be to the satisfaction in all terms of NIT Sikkim, else no payment will be made. The decision of competent authority of NIT Sikkim shall be final and binding on Firms/Suppliers. NIT may ask for proof of bills or other relevant document for the work done as per desired standard specification.

**22. Liquidated Damages (LD) and Penalty Clause for Delay:**

In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the materials/works/goods and conduct trials, installation of equipment, training, etc. as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the delivery/supply as per the contract. The **Buyer** may also deduct any amount from the **Seller** (successful bidder) payment due as deemed necessary. Liquidated damages for the delayed/undelivered goods/services/installation as mentioned above, subject to the maximum value of the Liquidated Damages being not higher than 10% of the total project cost/contract value.

In case of delay attributed solely to the negligence of the firm (service provider) in the execution of supply of goods, service, etc., penalties at the following rates shall be imposed. The delay shall be based on the agreed implementation schedule as per the service level agreement/bid document:

- (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;

The competent authorities of the Institute reserve the right to increase the supply/installation/service etc. time period on the request of the firm or its own reasons or waive off the penalty. The loss incurred due to non-performance of the firm/vendor will be recovered from the firm/vendor.

**23. Effective Date of the Supply Order:**

The Supply/Contract/Purchase Order/Work Order shall come into effect from the date three days later of its issuance by the NIT Sikkim. The firm has to acknowledge the same and shall remain valid until the completion of the obligations of the parties under the Order. The deliveries, supplies and performance of the services shall commence from the effective date of the Order. In case of non-receipt of acknowledgement from the Bidder, effective date of the Order will be the three day from the date of signing this Order.

**24. Penalty for Use of Undue Influence:**

The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts/Purchase/Work-order or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Institute for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Institute. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

**25. Termination of Contract:**

The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

- (a) Contract can be cancelled/terminated unilaterally by the buyer in case delivery/supply is not completed in the contracted period. Extension of contracted delivery period will be at the sole discretion of the Buyer with applicability of LD (Liquidated Damages) clause mentioned above.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than three months.

- (d) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration.

**26. Notice:**

Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by email or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is to be sent.

**27. Transfer and Sub-letting:**

The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present contract/agreement or any part thereof.

**28. Delivery Commercial Aspects:**

Prices must be quoted on F.O.R. Destination basis by road/rail/air, etc. inclusive of Packaging, Forwarding, Freight charges, Transit Insurance and any other charges as applicable. The safe and sound delivery of the goods/items etc. at the destination shall be the responsibility of the supplier. The consignee for the contract is Registrar of the Institute.

**29. Payment Terms:**

It will be mandatory for the Bidders to provide bank details for e-payment. 100% payment shall be made in Indian Rupees and in favor of Seller/Supplier through cheque/e-payment after delivery.

**30. Advance Payments:** No advance payment(s) will be made.

**31. Paying Authority:**

The Director, NIT Sikkim shall be the payment authority. The payments of bills will be made on submission of the following documents by the **Seller** to the paying authority along with the bill:

- (a) Ink-signed copy of Commercial invoice/contingent bill/seller's bill in duplicate/triplicate copy.
- (b) Exemption certificate for GST, if applicable (By Buyer).
- (c) Details for electronic payments viz. Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- (d) Any other document/certificate that may be provided for in the Supply Order/Contract.

*(Note: From the above list, the documents that may be required depend upon the peculiarities of the procurement being undertaken).*

**32. Risk and Expense Clause:**

- (a) Should the delivery be completed within the time or times specified in the contract documents, or if defective job is made in respect of the work or any installment thereof, the Buyer shall after granting the Seller 30 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- (b) Should the materials delivered accordance with the specifications/parameters provided by the Seller during the check proof tests to be done in the Buyer, the Buyer shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- (c) In case of a material breach that was not remedied within 30 days, the Buyer shall, having given the right of first refusal to the Seller be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other works of the same or similar description to successful completion of the project in all respect.
- (d) Any excess of the purchase price, cost of manufacturer, or value of any work materials procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the Seller. Such recoveries shall not exceed 10% of the value of the contract.

**33. Quality:**

The quality of the work according to the present contract shall correspond to the technical conditions and standards valid for the deliveries of the same materials/goods for in Seller's country or specifications enumerated as per Bid/Tender and shall also include therein modification to the material/good suggested by the Buyer. The following Specification clause will form part of the contract placed on successful Bidder:

The Seller guarantees to meet the specifications given in the bid document/tender and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Evaluation Trials. All technical literature and drawings shall be amended as per the modifications by the Seller before supply to the Buyer. The Seller in consultation with the Buyer may carry out technical up-gradation/alterations in the design, drawings and specifications not affecting the cost or as agreed by the seller. This will however, not in any way, adversely affect the end specifications of the goods/items. Changes in technical details/drawings/services, and repair and maintenance techniques along with necessary tools as a result of up-gradation/alterations will be provided to the Buyer free of cost within stipulated time, if required. This shall be binding on the Seller to comply above in the interest of the Institute.

**34. Inspection Authority:**

The Inspection will be carried out by a Technical Committee appointed by the Institute. The mode of Inspection will be Technical Committee Inspection/or as defined by the Institute. The committee may suggest the seller with respect to above quality clause for compliance.

**35. Franking Clause:**

The following Franking clause will form part of the contract placed on successful Bidder:

- (a) Franking Clause in the case of Acceptance of Materials/Goods “The fact that the materials have been inspected after the delivery period and passed by the Inspecting Officer/committee will not have the effect of keeping the contract alive. The work is being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract”.
- (b) Franking Clause in the case of Rejection of Materials/Goods “The fact that the materials have been inspected after the delivery period and rejected by the Inspecting Officer/Committee will not bind the Buyer in any manner. The work is being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract.”

**36. Claims:**

The following Claims clause will form part of the contract placed on successful bidder:

- (a) The claims may be presented either:-
  - (i) On quantity of the materials/items/goods/works, where the quantity does not correspond to the quantity shown in the invoice.
  - (ii) On quality of the materials/items/goods/works, where quality does not correspond to the specifications/quality mentioned in the contract.
- (b) The description and quantity of the materials/items/goods/works are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 30 days from the date of the receipt of the claim at the Seller’s office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.
- (c) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank in favor of the Director/Registrar of the Institute.
- (e) The quality claims will be raised solely by the Buyer and without any certification /countersignature by the Seller’s representative stationed in India.

**Note Carefully:** The Bidder is required to read and examine all the terms and conditions, specifications and instructions given in the Tender/Bid document with full understanding of its implications. Failure to furnish any information required for submission of a bid or bids not substantially responsive in every respect may result in outright rejection. The Bidder is required to give and undertaking of understanding and acceptance of all the terms and conditions mentioned in the Bid document. The sole responsibility in all respect lies with the bidder and NIT Sikkim shall not be held responsible in any respect in this regard.

**Registrar  
NIT Sikkim**

**The Detail Technical Specification for Water Proofing Works**

(Brief description of work to be done)

<b>S.No.</b>	<b>Particulars</b>	<b>Quantity (sq. ft.) Approx.</b>
1	Preparation of surface using blower or degreasing process if needed and filling up the visible cracks with poly sulphide and injection grouting @ 500 mm C/C using PU based chemical (double component) conforming to IS 2645	9700
2	Filling up all the corners with a semi-circular in-verse curve using 1:2:4 mortar (1 acrylate based chemical:2 cement:4 fine sand) with suitable W/C ratio conforming to IS 2645 and IS 1346	
3	Application of acrylate based ready to use chemical coating using brush or hard roller followed by single coat of mortar with 1 acrylate based chemical:2 cement:2 fine sand conforming to IS 2645 and IS 1346	
4	Application of hydrophilic polyurethane resin with minimum 80% of solid content of polyurethane conforming to IS 2645	
5	Application of acrylate based cementitious compound not less than 10 mm thick conforming to code of practice IS 1346 with brush or hard roller as per the direction of engineer-in-charge.	

**Note:**

1. The quantity of the work is in approximate term. It may increase or decrease based on the actual and dynamic requirement of the Institute.
2. The institute reserves the right to place the order for any of the above work or a combination of the above work based on the requirement and suitability of the institute.
3. The directions of the institute committee/ representative must be strictly adhered by the supplier.

**Registrar  
NIT Sikkim**

(Annexure-A)

**Part-I: Format for Submission of Technical Bid**  
(On the letter head of the Bidder)

S. No.	Particulars	Fill-in Details	Ref No./ remarks if any
1	Name and address of the Firm/Company/ Agency		
2	Whether the firm is Proprietary/ Partnership Firm/Private Ltd./Public Ltd./ Others.		
3	Name of Proprietor/Partner of the firm/Agency:		
4	Name & Contact detail of Authorized representative: (Designation, Address, Mobile No., E-mail ID)		
5	Month and Year of Establishment of Firm*/layout		
6	Number of years of experience in this field*		
7	Registration Number of the Firm*		
8	Valid GSTIN Number		
9	PAN number of the firm or Proprietor*		
10	Trade License related to the concern field (Should be valid for FY 2018-19)		
11	Agreement /quality certificates if any		
12	Other relevant documents as mentioned under "Submission of Tender Document" & Terms & Condition		

*\*All fields are mandatory with the copy of duly signed certificates. The above points together constitute eligibility criteria. In case of non applicability write N.A*

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



(Annexure–B)

**Undertaking**

(On the letter head of the bidder)

To  
The Director  
NIT Sikkim

**Sub: *Undertaking for Tender No: 62/NITS/Basic Science/Chemistry Lab roof repair/17-18/296; Date: 30.01.2019***

**Dear Sir,**

This is to undertake that I / We, owner(s) of M/s ....., of (name of city) have read the above mentioned Tender document and have fully understood the Terms & Conditions and their implications. We undertake that if I/We am/were given the contract, I/We will abide by all the Terms & Conditions etc. of the tender in letter and spirit.

Signed by  
(Name)

Authorized Signatory of M/s .....

Official Stamp:

Date:

Place:

(Annexure-C)

**Part-II: Financial Bid**  
(On the letterhead of the bidder)

S.No.	Item with Specifications	Unit Price Per Sqft (₹)	Tax With %	Total unit Price (₹)	MAKE
1	Water Proofing Works as per specification given in the tender.				

**Note:**

1. Please quote rate in **per Sqft** as per the specifications.
2. 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.

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

S.No.	Particulars	Information
1	Firm (Beneficiary) Name	
2	Complete Bank Account No. of the Firm (beneficiary)	
3	Bank Name & Address	
4	IFSC Code no.	
5	Mobile no (for SMS)	
6	Email ID (for information)	

*\*Please enclose a cancelled cheque to confirm the above details.*

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**