

# राष्ट्रीय प्रौद्योगिकी संस्थान सिविकम NATIONAL INSTITUTE OF TECHNOLOGY SIKKIM

(An Institute of National Importance, Ministry of Education, Govt. of India)

Tender No. 191/NITS/Works/Repair of Approach Road for Main Gate/20-21/90

Date: 24th January 2022

# **CORRIGENDUM**

Please refer to Notice Inviting Tender for Bituminous Road Repair Works at NIT Sikkim vide Tender No.:191/NITS/Works/Repair of Approach Road for Main Gate/20-21/90, Dated: 29<sup>th</sup> December 2021. The last date for the bid submission against this tender has been extended to 15<sup>th</sup> February 2022.

Accordingly, the revised date and time are as under:

| Revised Information  |   |  |
|--|---|--|
| <b>Tender Closing Date &amp; Time</b> 15 <sup>th</sup> February 2022 at 12:30 PM |   |  |
| <b>Technical Bid Opening Date &amp; Time</b>                                     | 15 <sup>th</sup> February 2022 at 3:00 PM             |  |
| Financial Bid Opening Date & Time  | 16 <sup>th</sup> February 2022 at 3:00 PM (Tentative) |  |

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

-Sd/-Registrar (I/c)



# राष्ट्रीय प्रौद्योगिकी संस्थान सिक्किम NATIONAL INSTITUTE OF TECHNOLOGY SIKKIM

(An Institute of National Importance, Ministry of Education, Govt. of India)

Tender No:191/NITS/WORKS/Repair of Approach Road for Main Gate/20-21/90

Date: 29<sup>th</sup> December 2021

# **NOTICE INVITING TENDER**

National Institute of Technology Sikkim invites tender in sealed envelope for Bituminous Road Repair Works at **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 <a href="https://www.nitsikkim.ac.in">www.nitsikkim.ac.in</a> or obtained from the office.

# **Schedule of Work**

| S.No. | Particulars                  | Qty (Approx.)        |
|-------|------------------------------|----------------------|
| 1     | Bituminous Road Repair Works | As per Specification |

| Detailed Information   |  |  |  |  |
|--|--|--|--|--|
| Bidding System Two bid system: Technical Bid & Financial Bid(separate sealers) |  |  |  |  |
| <b>Tender Floating Date</b>  | 31st December 2021   |  |  |  |
| Tender Closing Date & Time   | 15 <sup>th</sup> February 2022 at 12:30 PM   |  |  |  |
| Technical Bid Opening<br>Date & Time   | 15 <sup>th</sup> February 2022 at 3:00 PM  |  |  |  |
| Financial Bid Opening Date& Time (Tentative)                                   | 16 <sup>th</sup> February 2022 at 3:00 PM (Tentative)/ Shall be announced at the time of technical bid opening.      |  |  |  |
| EMD<br>(Earnest Money Deposit)   | NIL (Bid Security Declaration is required to be submitted vide Finance Ministry's NotificationNo. F./9/4/2020- PPD)  |  |  |  |
| Address for communication  | The Registrar,NIT Sikkim, Barfung Block, Ravangla, South Sikkim - 737139   |  |  |  |
| Tender Submission  | Tender/Bid may be deposited in the tender boxor 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<br>Tender Document                                      | 19 (excluding corrigendum page)  |  |  |  |

Sd/-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 Work Order for the work 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:

Bituminous Road Repair Works as per the specification mentioned in this tender. Agency carrying out works of similar nature may bid for the tender.

### 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 tenderdocument, with bidding firm seal, agreeing to the terms & conditions and declaration etc. must also form part of the submitted bid.

#### 4. 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 documents required as per the detailedtechnical 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 Bituminous Road Repair 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 signed copy of tender documents
  - (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) Bid Security Declaration must be submitted with the Technical Bid as per (Annexure C)
  - (vi) All the certificates and declarations required under the Specific Conditions of this Tender/Bid document.
  - (vii) The **GST registration** number and photocopy of certificate.
  - (viii) Credential of carrying out works in Central/State/Autonomous Government organizations must be attached.
  - (ix) Enlistment as works contractor in any Central/State/Autonomous Government organizations/PSU must be attached with the Technical Bid.
  - (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 bidder 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-D.** 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 Bituminous Road Repair Works"**.

### 6. Bid Security:

As per Finance Ministry's guidelines vide Notification No.: F./9/4/2020-PPD, Dated: 12th Nov. 2020, all the bidders who intend to participate in the bid are required to submit "Bid Security Declaration" in the place of EMD on the letter head. The format of Bid Security Declaration is enclosed at Annexure-C.

#### 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 declaration 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.

### 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. | Clause No.              | Your understanding | Clarification sought from |
|----|-------------------------|--------------------|---------------------------|
| No | (as per the Bid/Tender) | /interpretation    | 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, offeredor permitted. The clarification must be provided within the time stipulated by the Instituteelse 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.

### 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 anyone of the members of the consortium participate in more than one bid, the bids are liableto be rejected. Further, enterprises under common holding may bid only through one such enterprise.

### 14. 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 shallbe 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 7 days 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.

#### 15. Termination of Work 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. Thismay 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.

# 16. 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.

#### 17. 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).

#### 18. 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) 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.
- (d) 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.
- (e) 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.

# 19. 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.

#### 20. 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.

#### 21. 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 bidders carrying out similar works as per the given specification may bid for the tender.
- 2. The place of execution of work shall be NIT Sikkim campus Ravangla, South Sikkim. The contractor must ensure commencement of work at NIT Sikkim Ravangla campus within 30 days of award of contract or as per direction of supervising officer.
- **3.** Materials used in the work must be of superior quality as per approved Government standards.
- 4. The defect liability for the work shall be for a period of six months.
- **5.** Bidder should have valid GST registration. Only invoices/bill with serial numbers and printed with GSTIN number shall be accepted.
- **6.** Bid or Tender may be cancelled or completed work may be not accepted fully or partially at any time if it is found that **materials/work differ** 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.
- 7. Packing, forwarding, insurance (if any), transportation 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.
- **8. Validity:** Bids shall remain valid for 180 days from date of the Tender closing Date.
- **9.** 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.

- 10. 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.
- 11. Completion Period: Completion period for the work shall be 60 days from date of issue of Work Order. The Institute reserves the right to extend the completion period on the request with valid reason. Liquidity damage will be levied in case of failure to abide by the delivery period.
- 12. Responsibility of ensuring quality with specification lies to the supplier. The contractor must ensure approval of the materials by the committee. Deviation of technical specification from the approved work may lead to rejection of work or cancellation of purchase order along with debarment from NIT Sikkim.
- 13. 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. NIT Sikkim also reserves the right to place the Purchase Order to other bidder or supplier in case of failure of the successful bidder.
- **14. Extra Features:** If the bidder provides any other extra features on the material/specification which are not mentioned in the tender work specifications, then that shall be highlighted in clear terms, with documentary evidence/literature.
- **15.** Bidder may choose authorized representative with proper authorization letter for attending tender document opening.
- **16.** Credential of similar works in Central Govt./State Government/Autonomous Educational Institute must be attached.
- **17.** Enlistment as works contractor in any Central/State/Autonomous Government organizations/ PSU must be attached with the Technical Bid.
- **18.** The Institute reserves the right to apply such technical evaluation criterion in technical bid evaluation as decided by the committee to ensure proper execution of work having regard to the past experience/present assignment/specialization/authorization of the bidders. No query shall be entertained on the decision of the committee in such case.
- **19.** 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 work will not be compromised.

- **20.** The bidder must enclose a GST registration certificate, PAN, or any other certificate evidencing quality, or statutory compliance along with the bid documents duly certified to be true copies.
- **21.** 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.
- 22. 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.
- **23.** NIT Sikkim reserves right to award Contract/Purchase order/Work order to one or more bidder.
- **24.** 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.

#### 25. 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.

#### **26.** 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/Workorder 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 disfavor 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 Buyeror 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 suchliability/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.

### 27. 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.

# 28. 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.

### 29. 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.

### 30. 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.

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

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

# 32. 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.

**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

# **The Detail Technical Specification for Road Repair Works**

| S.<br>No. | Description   | Qty  | Unit | DSR-<br>2018 |
|-----------|---|------|------|--------------|
| 1         | SUB HEAD: Road Work   |      |      |              |
| 1.1       | supplying and stacking at site  |      |      | 16.3         |
| 1.1.1     | 53 mm to 22.4 mm size stone aggregate   | 10   | Cum  | 16.3.3       |
| 1.1.2     | stone screening 11.2 mm nominal size (Type B)   | 45   | Cum  | 16.3.7       |
| 1.1.3     | stone screening 13.2 mm nominal size (type A)   | 45   | Cum  | 16.3.6       |
| 1.2       | Laying, spreading and compacting stone aggregate of specified size to WBM specifications in uniform thickness, hand picking, rolling with 3 wheeled road/vibratory roller 8-10 tonne capacity in stages to proper grade and camber, applying and brooming requisite type of screening / binding material to fill up interstices of coarse aggregate, watering and compacting to the required density.                                     |      | Cum  | 16.4         |
| 1.3       | Scarifying metalled (water-bound) road surface including disposal of rubbish, lead upto 50 m and consolidation of the aggregate received from scarifying with power road roller of 8 to 10 tonne capacity.  |      | Sqm  | 16.9         |
| 1.4       | Providing and applying tack coat using hot straight run bitumen of grade VG - 10, including heating the bitumen, spraying the bitumen with mechanically operated spray unit fitted on bitumen boiler, cleaning and preparing the existing road surface as per specifications:   |      |      | 16.3         |
| 1.4.1     | 1 On W.B.M. @ 0.75 Kg / sqm   |      | Sqm  | 16.30.1      |
| 1.4.2     | On bituminous surface @ 0.50 Kg / sqm   |      | Sqm  | 16.30.2      |
| 1.5       | 2.5 cm thick bitumastic sheet with hot bitumen of approved quality, using stone chippings (60% with 12.5 mm nominal size and 40% with 10 mm nominal size) @ 1.65 cum per 100 sqm and coarse sand @ 1.65 cum per 100 sqm of road surface and with bitumen @ 56 kg/cum of stone chippings and @ 128 kg/cum of sand over a tack coat with hot straight run bitumen, including consolidation with road roller of 8 to 10 tonne etc. complete. |      |      | 16.38        |
| 1.5.1     | With paving Asphalt grade VG - 10 heated and then mixed with solvent at the rate of 70 grams per kg of asphalt  | 2500 | Sqm  | 16.38.1      |

# *Note*:

- 1. The directions of the institute committee/ representative must be strictly adhered by the service provider.
- 2. The work shall be executed as per the directions of the Engineer Incharge of the Institute and all such directions must be strictly adhered to failing which the Work order may be cancelled and the bidder blacklisted.

3. The quantity provided above is in approximate terms. The actual work may vary depending on the conditions prevailing at the time of execution of work. The final bill shall be submitted based on actual measurements and inspection by the Institute Estate authorities.

Registrar

(Annexure-A)

# <u>Part-I: Format for Submission of Technical Bid</u> (On the letter head of the Bidder)

| S.<br>No. | Particulars  | Fill-in Details | Ref No./<br>Remarks, if any |
|-----------|--|-----------------|-----------------------------|
| 1         | Name and address of the Bidder   |                 |                             |
| 2         | Constitution of the bidder (Proprietary/ Partnership Firm/ Private Ltd./Public Ltd./Others.)               |                 |                             |
| 3         | Name of Proprietor/Partner/<br>Director of the Bidder  |                 |                             |
| 4         | Name & Contact detail of<br>Authorized representative:<br>(Designation, Address, Mobile<br>No., E-mail ID) |                 |                             |
| 5         | Month and Year of Establishment  |                 |                             |
| 6         | Number of years of experience in this field*   |                 |                             |
| 7         | Registration Number  |                 |                             |
| 8         | Valid GSTIN Number   |                 |                             |
| 9         | PAN number of the Company/firm or Proprietor   |                 |                             |
| 10        | Enlisted as Contractor under:  |                 |                             |
| 11        | Manufacturer/Authorized Dealership (Brand)   |                 |                             |
| 12        | Other relevant documents as mentioned under "Submission of Tender Document" & Terms & Condition            |                 |                             |

Signature & Seal of the Firm/Company/Agency

(Annexure-B)

# **UNDERTAKING**

(On the letter head of the bidder)

| То   |
|--|
| The Director   |
| NIT Sikkim   |
| Sub: Undertaking for Tender No:;Date:  |
| 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)

# **BID SECURING DECLARATION**

(To be submitted on the letterhead of the bidder)

| Tender No:                                     |   |
|--|---|
| To,  |   |
| The RegistrarNIT Sikkim Ravangla, South Sikkim |   |
| I/We   | mance Security as the case may be before<br>We may be suspended for the period of 2 |
| Signature of Bidder with stamp:                |   |
| Date:  |   |
| Place:   |   |

(Annexure-D)

# **Part-II: Financial Bid**

(On the letterhead of the bidder) (To be put in separate Envelope)

| S.<br>No. | Description   |     | Rate |
|-----------|---|-----|------|
| 1         | SUB HEAD: Road Work   |     |      |
| 1.1       | supplying and stacking at site  |     |      |
| 1.1.1     | 53 mm to 22.4 mm size stone aggregate   | Cum |      |
| 1.1.2     | stone screening 11.2 mm nominal size (Type B)   | Cum |      |
| 1.1.3     | stone screening 13.2 mm nominal size (type A)   | Cum |      |
| 1.2       | Laying, spreading and compacting stone aggregate of specified size to WBM specifications in uniform thickness, hand picking, rolling with 3 wheeled road/vibratory roller 8-10 tonne capacity in stages to proper grade and camber, applying and brooming requisite type of screening / binding material to fill up interstices of coarse aggregate, watering and compacting to the required density.                                     |     |      |
| 1.3       | Scarifying metalled (water-bound) road surface including disposal of rubbish, lead upto 50 m and consolidation of the aggregate received from scarifying with powerroad roller of 8 to 10 tonne capacity.   |     |      |
| 1.4       | Providing and applying tack coat using hot straight run bitumen of grade VG - 10, including heating the bitumen, spraying the bitumen with mechanically operated spray unit fitted on bitumen boiler, cleaning and preparing the existing road surface as per specifications:   |     |      |
| 1.4.1     | On W.B.M. @ 0.75 Kg / sqm   |     |      |
| 1.4.2     | On bituminous surface @ 0.50 Kg / sqm   |     |      |
| 1.5       | 2.5 cm thick bitumastic sheet with hot bitumen of approved quality, using stone chippings (60% with 12.5 mm nominal size and 40% with 10 mm nominal size) @ 1.65 cum per 100 sqm and coarse sand @ 1.65 cum per 100 sqm of road surface and with bitumen @ 56 kg/cum of stone chippings and @ 128 kg/cum of sand over a tack coat with hot straight run bitumen, including consolidation with road roller of 8 to 10 tonne etc. complete. |     |      |
| 1.5.1     | With paving Asphalt grade VG - 10 heated and then mixed with solvent at the rate of 70 grams per kg of asphalt  | Sqm |      |

# *Note*:

- 1. 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.
- 2. The GST shall be inclusive in the quoted rates. No extra charges on account of any tax ispayable.

3. All statutory and charges and cesses payable for works contract in Sikkim should be included in the quoted rates. No Extra claim on such account shall be entertained.

# 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)                          |             |

<sup>\*</sup>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