



**राष्ट्रीय प्रौद्योगिकी संस्थान सिक्किम**  
**NATIONAL INSTITUTE OF TECHNOLOGY SIKKIM**  
(An Institute of National Importance, Ministry of Education, Govt. of India)

Tender No:81/NITS/Basic Science/UPS-Batteries/Phy Dept./2020-21/95

Date:08<sup>th</sup> March 2021

**NOTICE INVITING TENDER**

National Institute of Technology Sikkim invites tender in sealed envelope for **Supply of UPS-Batteries with Buyback as per Specification** given in this tender notice to be delivered 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 Requirement**

S.No.	Particulars
1	As per Annexure A

<b><i>Detailed Information</i></b>	
<b>Bidding System</b>	Two Bid System: Technical Bid & Financial Bid (separate sealed)
<b>Tender Floating Date</b>	09 <sup>th</sup> March 2021
<b>Tender Closing Date &amp; Time</b>	30 <sup>th</sup> March 2021, 11:00 AM
<b>Technical Bid Opening Date &amp; Time</b>	30 <sup>th</sup> March 2021, 12:00 Noon
<b>Financial Bid Opening Date &amp; Time (Tentative)</b>	31 <sup>st</sup> March 2021, 11:00 AM (Tentative)/Shall be announced at the time of technical bid opening
<b>EMD (Earnest Money Deposit)</b>	<b>Rs. 11,000/- (Eleven 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>	<a href="mailto:registrar.office@nitsikkim.ac.in">registrar.office@nitsikkim.ac.in</a>
<b>Website</b>	<a href="http://www.nitsikkim.ac.in">www.nitsikkim.ac.in</a>
<b>Number of Pages in the Tender Document</b>	12

**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:**

Suppliers of UPS-Batteries and agency carrying out similar materials supply 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 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-B) & Part-II: Financial/Commercial/Price Bid** (all have same meaning) (**Annexure-E**).

**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 Supply of UPS-Batteries with Buyback”**.

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) A clause-by-clause compliance on Terms and Conditions of the contract and the technical specifications, drawings, etc.
- (ii) Duly filled, signed and stamped **Technical bid** on the Letter Head of the **Bidder (Annexure-B)**.
- (iii) Duly filled, signed and stamped **Compliance statement** on the Letter Head of the Bidder **(Annexure-C)**.
- (iv) Duly filled, signed and stamped **Undertaking** on the Letter Head of the Bidder **(Annexure-D)**.
- (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 in Central Government Organization.
- (vii) EMD in the form of Demand Draft must be enclosed with the Technical Bid.
- (viii) The **GST registration** number and photocopy of certificate and other local authority registration as applicable.
- (ix) **The PAN** of proprietor/firm/company with photocopy of the PAN card.
- (x) Dealership agreement for quoted items if any, may be enclosed with the technical bid.
- (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-E**. Financial Bid/Price Bid only and must be placed in separate envelope duly sealed and signed. This envelope must be super-scribed with "**Financial Bid for Supply of UPS-Batteries with Buyback**".

## 6. Bid Security:

The Bid Security (i.e., Earnest Money Deposit, EMD) in the form of Demand draft for Rs. 11,000/- (Rupees Eleven 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.** 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.

**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.

**7. Warranty:**

OEM standard Warranty period should be 36 months or more from date of installation of Goods at the NIT, Sikkim site. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. The warranty should be comprehensive on site.

**8. 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 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.

**9. BUY BACK Clause:**

Offer is under Buy back of old & used Batteries; therefore, the successful bidder shall arrange for transportation of the same within 15days.

**10. 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.

**Other Terms & Conditions**

1. The place of delivery shall be NIT Sikkim campus Ravangla, South Sikkim. The seller must ensure supply of materials at NIT Sikkim Ravangla campus within 15 days of purchase order given from time to time.
2. Bidder should have valid GST registration. Only invoices/bill with serial numbers and printed with GSTIN number shall be accepted.
3. The bidder may submit proof of experience of supply of similar materials in Central Government/PSU/Autonomous body with the bid if any.
4. Dealership agreement with the principal manufacturer of the quoted materials if any may be submitted with the Technical Bid.

5. The bidder must quote for one of the various alternative brands mentioned in the schedule of requirements. The goods supplied must also be only from the mentioned brands in the tender document failing which the goods shall not be accepted and EMD forfeited.
6. All items quoted must be ISI certified and bear the ISI marks on the package/product.
7. Bid or Tender may be cancelled or delivered materials may be not accepted fully or partially at any time if it is found that **materials 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.
8. **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.
9. **Validity:** Bids shall remain valid for 180 days from date of the Tender closing Date.
10. 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.
11. 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.
12. If supplier fails to deliver the material 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 Purchase 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. Bidder may choose authorized representative with proper authorization letter for attending tender document opening.
14. NIT Sikkim reserves right to award Contract/Purchase order to one or more bidder.
15. Delivery of the materials 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 purchase of the material as per desired standard specification.
16. **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. Maximum delay of 75 days is tolerable, beyond which the order/agreement is liable to be cancelled. The loss incurred due to non-performance of the firm/vendor will be recovered from the firm/vendor.

**17. 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. Net payment shall be made after deduction of amount of old batteries offered under buy back through.

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

**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**

(Annexure –A)

**The Detailed Schedule of Requirement**

S. No	Item	Details	Quantity (Approx.)	Brand
1	Small sized valve regulated lead-acid batteries (SMF) with latest amendments	12 V, 17 Ah Material of container- ABS Battery condition- Charged	15	Exide, Amaron or equivalent
2	Small sized valve regulated lead-acid batteries (SMF) with latest amendments	12 V, 100 Ah Material of container- ABS Battery condition- Charged	32	

**Old and Used Batteries Details Under Buyback**

S. No.	Battery specifications	Make	Qty
1	12V, 17Ah	EXIDE	15
2	12V, 18Ah	AMARON	16
3	12V, 42Ah	ROCKET	6
4	12V, 100Ah	AMARON	11

**Note:**

1. The quantity of materials is in approximate term. It may increase or decrease based on the actual and dynamic requirement of the Institute.
2. The above-mentioned quantity shall be procured in batches over a period of the validity of bid. The order for each batch shall be placed through a purchase order.
3. The bidder has no right to claim minimum quantity for each batch and the decision on the quantity shall be decided by the Institute authorities which is final.

(Annexure-B)

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

<b>S. No.</b>	<b>Particulars</b>	<b>Fill-in Details</b>	<b>Ref No./ remarks if any</b>
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		
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	Warehouse/Outlet Address		
11	OEM/Authorized Dealership (Brand) (Original Equipment Manufacturer) if Any		
12	Other relevant documents as mentioned under "Submission of Tender Document" & Terms & Condition		

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



(Annexure- C)

**Compliance Statement**

<b>S.No.</b>	<b>Item</b>	<b>Details</b>	<b>Brand Quoted</b>	<b>Additional Warranty, if any (Over 3 years)</b>
1	Small sized valve regulated lead-acid batteries (SMF) with latest amendments	12 V, 17 Ah Material of container- ABS Battery condition- Charged		
2	Small sized valve regulated lead-acid batteries (SMF) with latest amendments	12 V, 100 Ah Material of container- ABS Battery condition- Charged		

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

(Annexure–D)

**Undertaking**

(On the letter head of the bidder)

To

The Director  
NIT Sikkim

**Sub: Undertaking for Tender No:**

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-E)

**Part-II: Financial Bid**

(On the letterhead of the bidder)

S. No.	Item with Specifications	Qty.	Unit Price (In Rs)	Tax With (In %)	Total unit Price (In Rs)	Total Price (In Rs)
1	Small sized valve regulated lead-acid batteries (SMF) with latest amendments 12 V, 17 Ah Material of container- ABS Battery condition- Charged	15				
2	Small sized valve regulated lead-acid batteries (SMF) with latest amendments 12 V, 100 Ah Material of container- ABS Battery condition- Charged	32				

**Total Amount:** ..... (In Words: .....  
.....)

**BUYBACK PRICE OF OLD AND USED BATTERIES**

S. No.	Description of item and specification offered under Buyback	Make	Qty.	Unit Price (In Rs)	Total Price (In Rs)
1	12V, 17Ah	EXIDE	15		
2	12V, 18Ah	AMARON	16		
3	12V, 42Ah	ROCKET	6		
4	12V, 100Ah	AMARON	11		

**Total Amount:** ..... (In Words: .....  
.....)

**Note:**

- 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.

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

**Performa for Direct Payment/Transfer to Bank Account by NIT Sikkim**

(To be enclosed with the Financial Bid)

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

*\*\*No overwriting or cutting in price quoted shall be acceptable and financial bid shall be treated invalid and rejected.*

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**