



Indian Institute of Technology Guwahati

IPM SECTION

Phone : +91-361-2582911

Email : srikanta@iitg.ac.in,
kaushik.g@iitg.ac.in

Date :

• 19.05.2020

• To

All interested vendors

• Dispatch No:

SUBJECT: Renovation of Fire Fighting at Dr. Bhupen Hazarika Auditorium and Conference Center of IITG Campus

NIQ No. IITG/ENGG/20/NIQ/01 Dt. 19/05/2020

Dear Sir/ Madam,

NIQ invites for Renovation of Fire Fighting at Dr. Bhupen Hazarika Auditorium and Conference Center of IITG Campus as per details mentioned in the **BOQ** attached herewith. The quotation in **single bid [Details as per Annexure-A]** is to be submitted in sealed envelopes to the undersigned on or **before**

Please note -

(i) NIQ document is divided into two parts i.e. (1) Instruction to Bidders and (2) Terms & Conditions;
There is no Tender fee

(iii) Duly filled, signed and sealed copy of 'Statement of Compliance to essential Terms & Condition' and Technical Bid must be submitted along with the quotation.

(iv) The bid documents are not transferable and the seal and signature of the authorized official of firms must appear on all the papers and envelopes submitted.

Kindly read both the Instructions and Terms properly and see that instructions and terms are fully understood and complied. No correspondence shall be entertained in case your quotation is rejected on ground of not complying with our instructions, terms and conditions. In case of doubt please contact us at 0361 258 2066, 2582911.

Thanking you.

Yours Sincerely,

DEAN, IPM

INSTRUCTION TO BIDDERS

A) Important Date and Time :

- (i) Last date & time of receipt of Tender : **01/06/2020 (1500 HRS)**
(ii) Due date & Time of opening Tender : **02/06/2020(1700 HRS)**
: **Conference Hall, Estate Building**
(iii) Venue of Bid opening : **IIT Guwahati.**

B) Quotations will have to be submitted in a **SINGLE Bid [Details as per Annexure-A]**. The address of the firm submitting the quotation and the Officer to whom the quotation is addressed must appear distinctly on sealed covers. Further, on sealed cover, the following are to be written:

NOTICE INVITING QUOTATION FOR RENOVATION OF FIRE FIGHTING AT DR. BHUPEN HAZARIKA AUDITORIUM AND CONFERENCE CENTER OF IITG CAMPUS NIQ NO.

To,

**Dean, IPM
IPM Section, Estate
Building
Indian Institute of
Technology Guwahati
Guwahati 781 039,
Assam, India.**

From: M/s _____

Phone No. : _____

Email ID : _____

- C) Submission of Compliance Certificate:** Duly filled and signed Compliance Certificate (as per format at **ANNEXURE II**) must be enclosed.
- D) Bid not transferable:** The bid documents are not transferable and the seal and signature of the authorized official of the firm's must appear on all the papers and envelopes submitted.
- E) In case of items if the quoted value is more than INR 5 (Five) lacs or above, an earnest Money Deposit (EMD) for an amount of 2.5% to 5% on quoted value need to be submitted in the form of Demand Draft in favour of the Registrar, IIT Guwahati.**

TERMS & CONDITIONS:

(Please note the term 'both foreign & indigenous' wherever mentioned means the term is applicable to both foreign & indigenous purchase)

1. **Rates :** Rates quoted for indigenous items should be on **FOR IIT Guwahati, on DOOR DELIVERY basis**, with break-ups as per details below **(For import items please refer 'Additional Terms for imported goods' below).**

	Particulars	Rate
I	Basic Price (Ex work)	
II	WCT	
III	Transportation charge up to IITG premises	
IV	Transit Insurance covering All Risk up to 10 days after delivery	
V	Excise Duty against Exemption Certificate	
VI	Installation & Commissioning Charge, if any	
	Grand total on door delivery at IIT Guwahati	

Note: Vague terms like "packing, forwarding, transportation extra" without mentioning the specific amount will not be accepted. Such offers shall be treated as incomplete and shall be liable to be rejected. Bidders shall indicate their rates in clear/visible figures as well as in words and shall not alter/overwrite/make cutting in the quotation. In case of a mismatch, the rates written in words will prevail.

02. **Technical quotation** (Both foreign & indigenous):

- (a) **Specification:** Details of the technical features of the offered equipment /item vis-à-vis NIQ specification is to be quoted;
- (b) **Literature:** Standard Technical literature on each of the items offered is to be enclosed and marked properly;
- (c) **Manufacturer** certificate must be provided.
- (d) **Dealership certificate:** Dealership certificate on the offered products must be provided in case of dealer/s;

02. **Validity** (Both foreign & indigenous): Quoted rates must be valid for **120 days**.

03. **Delivery:**

- (a) **Place of delivery:** Delivery in case of indigenous purchase must be made at the department or Centre, IITG, as shall be indicated in the Purchase Order
- (b) **Period:** Work completion , will have to be maximum within **21 (Twenty One)** days from the date of issue of the Work Order.
- (c) **Safe delivery of goods:** All aspects of safe delivery shall be the exclusive responsibility of the vendor. At the destination site, the cartons will be opened only in the presence of IIT user/ representative and vendor's representative and the intact position of the seal for not being tampered with, shall form the basis for certifying the receipt in good condition.
- (d) **Insurance:** The supplier is to establish "All Risk Transit Insurance" coverage till door delivery at IIT Guwahati.
- (e) **No Part Delivery:** Part shipment will not be allowed.

04. **Warranty:** Warranty should be comprehensive for a minimum of 03 year from the date of installation and commissioning/ acceptance. Details of nature and maximum period of **warranty** offered is to be clearly mentioned. Kindly note all other (terms/condition) being the same weightage shall be given to vendor giving longer period of warranty.

05. **AMC RATE:** N/A
06. **Authorized service center:** The address and contact person along with contact number of the nearest available Authorized Service Centre to IIT Guwahati, must be stated in the quotation.
07. **ISO/ ISI Certificates:** N/A
08. **Earnest Money In case of items if the quoted value is more than INR 5 (Five) lacs or above, an earnest Money Deposit (EMD) for an amount of 2.5% to 5% on quoted value need to be submitted in the form of Demand Draft in favour of the Registrar, IIT Guwahati.**

09. **PERFORMANCE BANK GUARANTEE** (Both foreign & indigenous):

Performance Bank Guarantee (*APPLICABLE ONLY TO ORDERS COSTING MORE THAN INR 5,00,000.00*): *The successful bidder shall furnish an unconditional Performance Bank Guarantee valid till 60 days after the warranty period from a scheduled Bank for 10% of the Purchase Order value within 21 days of placement of order failing which the contract shall be deemed as terminated.*

(a)The Vendor shall provide Certificate of Guarantee guaranteeing XXX (Name of equipment) of the satisfactory operation of the components and against poor workmanship, bad quality of materials used, faulty designs and performance figures given by the Vendor.

(b)The Vendor shall at his own cost rectify the defects/replace the items supplied, for defects identified during the period of guarantee.

(c) While above clauses are applicable to all orders worth INR 5,00,000.00 or more, competent authority may take appropriate decisions on exceptional cases.

10. **PENALTY FOR DELAYED DELIVERY** (For both Foreign & Indigenous):

In case of supply order for the scientific equipments/ apparatus, the date of delivery should be strictly adhered to. In the event of delayed delivery, installation & commissioning i.e. after the expiry of the period as agreed by both the parties, the vendor shall be liable for a penalty deduction at a percentage of the value of the undelivered equipment subject to a maximum of 10% (ten percent) as detailed below:

@1% up to one week;

@2.5% up to two weeks;

@5% up to three weeks;

@10% for four weeks;

For the purpose of this clause, part of the week is considered as a full week. In case of delayed delivery, the Director, IIT Guwahati reserves the right not to accept the subject consignment.

11. **Excise Duty:**

The Institute is exempted from payment of Central Excise Duty vide GOI Notification No.10/97-Central Excise, dated 01.03.97 with Regn.No. TU/V/RG-CDE (351)/2011, dated 19.09.2011.

12. **VAT/CST:**

(a) Up-to-date Sales Tax clearance certificate, CST/VAT Registration Certificate indicating also the TIN number of the firm will have to accompany the quotation. For exemption from paying Octroi duty, wherever required, the Institute will issue necessary certificates.

(b) For a vendor within the State of Assam, appropriate VAT (to be deducted at source) will be applicable.

(c) **Concessional Form C & D** is not applicable to us.

13. **Service Tax Registration:** N/A

14. **Entry Tax:** Assam Govt. Entry Tax – usually @4% [to be paid by IIT Guwahati, *not by the vendor*], *wherever applicable*, will be added while evaluating cost status of the concerned equipment to be supplied by vendors from outside the State of Assam.

15. **Mode of Payment for Indigenous Purchase:**

(a) Payment for Indigenous Purchases will be maximum within 45 days from the date of successful delivery, installation and commissioning/ acceptance of goods at IIT Guwahati, generally through A/c payee cheque.

(b) 90% Payment against delivery and remaining 10% after successful installation and commissioning of the ordered goods at site.

Please note as per Institute's norm advance payment is not allowed for indigenous purchase.

16. **Client list:** List of reputed organizations/Institutions, where similar orders have been executed, if any (copies of the purchase/work orders will have to be enclosed);

17. **Pre-installation requisites** (Both foreign & indigenous): Pre-installation requisites (electrical/floor/space/air-conditioning etc.), if any should invariably be mentioned clearly. Installation/ Training will be the full responsibility of the supplier/ Indian Agent.

18. **Genuine Pricing** (Both foreign & indigenous):

Vendor is to ensure that quoted price is not more than the price offered to any other customer in India to whom this particular item has been sold, particularly to IIT/Institutes and other Government Organization. Copy of the latest price list for the quoted item, applicable in India, must be enclosed with your offer.

19. **Specifications** are basic essence of the product (Both foreign & indigenous): It must be ensured that the offers are strictly as per our specifications. At the same time it must also be kept in mind that merely copying our specifications in their quotation shall not make firms eligible for consideration. A quotation has to be supported with the printed technical leaflet/literature (wherever applicable) and the specifications mentioned in the quotation must be reflected/ supported by such printed technical leaflet/literature model quoted/tendered specifications should **invariably be highlighted** in the leaflet/literature for easy reference.
20. **Quotation by Fax/Mail not Acceptable** (Both foreign & indigenous):
The offers submitted by telex/ telegram/ fax/ E-mail etc. shall not be considered. No correspondence will be entertained on this matter.
21. **Late and delayed tender** (Both foreign & indigenous):
Late and delayed tender will not be considered and shall be treated as invalid. In case any unscheduled holiday occurs on prescribed closing/opening date the next working day shall be the treated date of closing/opening.
22. **Conditional tenders not acceptable** (Both foreign & indigenous): Conditional tenders shall not be accepted on any ground and shall be liable to be rejected. In other word, printed conditions mentioned in the tender bids submitted by vendors will not be binding on IITG. *All the terms and conditions for the supply, payment terms, penalty etc. will be as those mentioned herein and no change in the terms and conditions by the vendors will be acceptable.*
23. **Enquiry during the course of evaluation not allowed** (Both foreign & indigenous): No enquiry shall be made by the bidder(s) during the course of evaluation of the tender till final decision is conveyed to the successful bidder(s). However, the Committee/its authorized representative and office of IIT GUWAHATI can make any enquiry/seek clarification from the bidders. In such a situation, the agency shall extend full co-operation. The bidders can also be asked to arrange demo. of the offered items, in a short period notice, as such the bidders have to be ready for the same.
24. The acceptance of the quotation(Both foreign & indigenous) will rest solely with the Director, IITG, who in the interest of the Institute is not bound to accept the lowest quotation and reserves the right to himself to reject or partially accept any or all the quotations received without assigning any reasons thereof.
25. **Force Majeure** (Both foreign & indigenous): If the performance of the obligation of either party is rendered commercially impossible by any of the events hereafter mentioned that party shall be under no obligation to perform the agreement under order after giving notice of 15 days from the date of such an event in writing to the other party, and the events referred to are as follows: (I) any law, statute or ordinance, order action or regulations of the Government of India. (II) Any kind of natural disaster and (III) Strikes acts of the Public enemy, war, insurrections, riots, lockouts, sabotage.
26. **Termination for default** (Both foreign & indigenous): Default is said to have occurred (a)If the supplier fails to deliver any or all of the services within the time period(s) specified in the purchase order or any extension thereof granted by IIT Guwahati. (b)If the supplier fails to perform any other obligation(s) under the contract.

If the vendor, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from IIT Guwahati (or takes longer period in spite of what IIT Guwahati may authorize in writing), IIT Guwahati may terminate the contract/ purchase order in whole or in part and forfeit the EMD/PBG as applicable. In addition to above, IIT Guwahati may at its discretion also take the following actions: IIT Guwahati may procure, upon such terms and in such manner, as it deems appropriate, goods similar to the undelivered items/products and

the defaulting supplier shall be liable to compensate IIT Guwahati for any extra expenditure involved towards goods and services obtained.

27. **Applicable Law** (Both foreign & indigenous):
- (a) The contract shall be governed by the laws and procedures established by Govt. of India and subject to exclusive jurisdiction of Competent Court and Forum in Guwahati, India only.
 - (b) Any dispute arising out of this purchase shall be referred to the Director IIT Guwahati, and if either of the parties hereto is dissatisfied with the decision, the dispute shall be referred to the decision of an Arbitrator, who should be acceptable to both the parties, to be appointed by the Director of the Institute. The decision of such Arbitrator shall be final and binding on both the parties.

ADDITIONAL TERMS FOR IMPORTED GOODS

Following terms besides the fore mentioned terms will be applicable in case of foreign purchases:

28. **Rates:** Quoted rate must be as per the break-up stated below:
- (a) EXW Value (named place)
 - (b) FOB/ FCA Value (Port of Shipment/ Named Place)
 - (c) CIP/ CIF Kolkata Value.
29. **Port of Shipment:** Port of Shipment must be clearly mentioned in the quotation. INCOTERMS 2010 will be applicable.
30. **After Sales Service:** In case of imported items, foreign manufacturing firms should indicate facilities available for after sales service, detail address and contact number of their local representative in India without which their offers are liable to be ignored.
31. **Delivery:**
- (a) **Period:** Delivery of goods at IIT Guwahati, will have to be maximum within 21 (Twenty One) days from the date of issue of the Purchase Order.
 - (c) **No Part Shipment:** While transshipment will be allowed, part shipment will not be allowed.
32. **Payment:** LoC/ TT/ FDD will be opened/made only on receipt of Letter of Acknowledgement in original and
- Performance Bank Guarantee from principal by any of the following mode of payment (as opted by the vendor):
- (a) **Above INR 20,00,000.00:** By an irrevocable Letter of Credit, negotiable through any overseas branch of State Bank of India/ Canara Bank with unrestricted provision.
 - (b) **Below INR 20,00,000.00 by Wire Transfer/ Foreign Demand Draft as given below:**
 - (i) **From INR 5,00,000.00 to INR 20,00,000.00:** 100% payment against principal company's order acknowledgement and Proforma Invoice along with Performance Bank Guarantee of 10% order value.

- (ii) **Below INR 5,00,000.00:** 100% payment against principal company's order acknowledgement and Proforma Invoice.
33. **Customs Duty:** The Institute is generally exempted from payment of Customs Duty vide GOI Notification No.51/96-Customs, dated 23.07.96, with Regn. No. TU/V/RG-CDE (351)/2011, dated 19.09.2011. [Customs Duty Exemption Certificate will be made available by the Institute in regard to quotes in foreign currency only **[not against quotes made by a firm in Indian currency, unless the concerned firm is a foreign holding company with `FDI' certificate issued by the Ministry of Finance, Govt. of India]**.
34. **Agency Commission:** The percentage of ex-works value to be paid to Indian agent in equivalent Indian currency as agency commission as applicable will have to be clearly stated in the quotation wherever applicable.
35. **Country of Origin:** While Country of Origin Certificate will not be insisted, the same however will have to be stated in the Original Invoice for payment through LoC.
36. **LoC Amendment:** LoC/ TT/ FDD amendment charges due to mistake on the part of the supplier, if any, will have to be borne by the supplier.
37. Non-compliance to any of the aforementioned clause may lead to disqualification of quotation.

Dean, IPM

**STATEMENT ON COMPLIANCE
TO ESSENTIAL NIQ TERMS & CONDITIONS**

Sl. No.	NIQ TERMS & CONDITIONS	COMPLIED YES/NO (to be filled by vendor)	REMARK If any
01	Rates quoted as directed in the NIQ		
02	EMD submitted		
03	PBG term accepted		
04	Payment term accepted		
05	Delivery term/period accepted		
06	Warranty period complied		
07	Literature: Printed Literature provided	N/A	
08	Sales Service :Availability of after Sales Service in India (preferably in Guwahati) provided		
09	Manufacturer certificate provided	N/A	
10	Dealership / distributorship certificate (in case of dealers/agents) provided		
11	WCT number enclosed		
12	Service tax Registration No. and PAN No. provided		
13	Validity period of Rate /quotation complied		
14	AMC RATE: Rate of AMC after warranty period (in %) provided	N/A	
15	ISO/ ISI certificate provided	N/A	
16	Other NIQ terms & condition shall be complied		

Certified that information given above is true and we shall be held responsible in case of mismatch with the main quotation submitted by us. In case of mismatch between the above given information and the information provided in the quotation/literature, the information provided in the quotation/ literature may please be treated as final.

(Signature of the vendor)

Name

Seal

Annexure - III

PERFORMANCE BANK GUARANTEE

To:

Registrar,
Indian Institute of Technology,
Guwahati- 781 039

WHEREAS

..... (Name of Supplier) hereinafter called "the Supplier" has
undertaken , in pursuance of Contract No:, dated:,
..... 20...to supply
..... (Description of Goods and Services) hereinafter called "the order".

AND WHEREAS it has been stipulated by you in the said order that the Supplier shall furnish
you with a Bank Guarantee by a recognized bank for the sum specified therein as security for
compliance with the Supplier's performance obligations in accordance with the order.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the
Supplier, up to a total
of(*Amount of the Guarantee in Words and Figures*) and
we undertake
to pay you, upon your first written demand declaring the Supplier to be in default under the order and
without cavil or
argument, any sum or sums within the limit of..... (*Amount of Guarantee*) as aforesaid,
without your
needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the.....day of.....20.....

Signature and Seal of Guarantors

.....
.....
.....

Date 20....

Address:

.....
.....

All correspondence with reference to this guarantee shall be made at the following address:

Registrar,
Indian Institute of Technology,
Guwahati- 781 039, Assam.

Attention: Associate Dean , IPM, Maintenance Section

BOQ (CHECK List)

SI.No	Item	Rate	Unit rate in Word	Amount
1	Supply, testing and fixing of first aid fire hose reel drum wall mounting, swinging type fitted with 25 mm dia ms pipe connection with Jyoti or equivalent make 20mmx30mtr rubber hose with 5 mm outlet gunmetal nozzle with shut off valve.			
2	Supply and fixing 63mm dia. 15mtr. long RRL hose including male and female instantaneous type coupling, machine wound with copper wire complete in all respects. Hose shall conform to IS 636:88 Type A and coupling to IS 903-1975			
3	Supply and fixing standard short size SS Branch pipe with SS nozzle 16 mm dia. Outlet with standard instantaneous type 63 mm dia. Coupling. (ISI marked)			
4	Supply and fixing Hose Cabinet 750(W)x250(D)x600(H) The construction of the cabinet to be in 18G CR Sheet with red colour powder coating.			
5	Supply and fixing C.I. butterfly valves PN 1.0 complete with bolts, nuts 3mm thick compressed asbestos gasket companion flanges as per table "E" complete. 80 mm dia.			
6	Supply & fixing of ISI marked 4 Kg ABC Type Fire Extinguisher (As per new BIS)			
7	Supply & fixing of ISI marked 4.5 Kg Co2 Type Fire Extinguisher (Near all Electrical Panels & Office)			
8	Repairing and Painting of Hydrent raiser			

9	Pressure test from all 8 hydrant point, demo and all Hose reel drum check.			
	TOTAL			
	GST 12 % EXTRA			
	Discount if Any			
	GRAND TOTAL			

(Rupees

)