TENDER DOCUMENT
OPEN (AICTE- NEQIP PROJECT, PHASE III) TENDER IN TWO BIDS SYSTEM

To be submitted to
THE PRINCIPAL,
BONGAIGAON POLYTECHNIC, BONGAIGAON, ASSAM
PIN-783380
Notice Inviting Tender

Sealed tenders affixing court fee of Rs. 8.25 are invited from manufacturer/distributor/dealer/supplier for the supply of inverter, pedestal fan etc. to Bongaigaon Polytechnic, for modernization under NEQIP(Phase III) project. Interested manufacturer/distributor/dealer/supplier may download the tender document from the institute web site www.bonpoly.org or may collect from O/O the Principal, Bongaigaon Polytechnic, Bongaigaon from 19.08.2017. The last date of submission of tender papers up to 12.30 P.M. on 24.08.2017. Earnest money @2%(1% for ST/SC/OBC) of quoted value and cost of tender document Rs. 500(250 for ST/SC/OBC)/(Non Refundable) must be deposited in the form of two separate DD in favour of Principal, Bongaigaon Polytechnic, Bongaigaon payable at SBI Mulagaon. Any corrigendum and addendum shall be published on our website regarding this work. Supply Order will be issued subject to availability of fund.

Principal,
Bongaigaon Polytechnic,
Bongaigaon.

Memo No. BP(E)/133/Purchase/IOC)/Phase-III/ 1978 Dated Bongaigaon the 18th Aug/2017
Copy To:
1. The Director of Technical Education, Assam, Kahilipara, Guwahati for his kind information.
2. The Deputy Commissioner, Bongaigaon for his kind information.
3. The Chairman, AICTE-NEQIP Project, Bongaigaon Polytechnic for his kind information.
4. Institute Purchase & Tender Evaluation committee.
5. The Institute Notice Board.
6. Office Copy.

Sd/ Principal,
Bongaigaon Polytechnic,
Bongaigaon.
NOTICE INVITING TENDER

Memo No. BP(E)/133/Purchase/IOC/Phase-III/ 1978     Dated Bongaigaon the 18th Aug/2017
PRINCIPAL, BONGAIGAON POLYTECHNIC, BONGAIGAON, ASSAM, India invites sealed offers in two bid system from reputable firms for the supply, installation of the following items:

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Items</th>
<th>Quantity</th>
<th>EMD(Rs.)</th>
<th>Tender Document fee Rs.</th>
<th>Time of completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supply of inverter</td>
<td>1000W, pure sine-wave</td>
<td>1(one) No.   @2%(1% for ST/SC/OBC)</td>
<td>Rs. 500(250 for ST/SC/OBC)</td>
<td>1 week</td>
</tr>
<tr>
<td>2</td>
<td>Supply of Storage Battery</td>
<td>Tubular type, 200AH</td>
<td>1(one) No.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Pedestal Fan (Stand Fan)</td>
<td>230V, 50Hz.</td>
<td>2(two)Nos.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1) Last date & Time for Submission: **24.08.2017** (12.00 Noon.)
2) Date /Time for Opening of tender: **24.08.2017**(12.30 P.M.)
3) Venue of Bid Opening at the O/O PRINCIPAL, BONGAIGAON POLYTECHNIC, BONGAIGAON, ASSAM

The Technical and Financial bids will be opened in presence of representatives of tenderers, if any. **If the date of submission / opening happens to be a holiday, the bids shall be submitted / opened next working day at the same time. Requests for postponement will not be Entertained.** Fax / email bids or Late/Delayed tenders shall not be considered.

**The Principal, Bongaigaon Polytechnic, Bongaigaon reserves the right to accept any or all tenders either in part or in full without assigning any reason thereof.**

Sd/

Principal
Bongaigaon Polytechnic
Bongaigaon.
QUALIFICATION REQUIREMENTS

The Bidder should be a firm of reputation having sufficient expertise and experience in the subject ordered with sound warranty / service support capability and authorization from manufacturers of all major items. The firm should also have the capability & networking facility to take total responsibility of turnkey basis in execution of the contract in Bongaigaon Polytechnic, Bongaigaon situated in Bongaigaon in the State of Assam.

The annual turnover of the bidder during any of the last three financial years should be Rs. 3 lacs or quoted value, whichever is less.

The bidder should have experience of executing at least 1 (One) single Work order of similar instruments / apparatus value not below Rs. 3 lacs or quoted value, whichever is less successfully within last 3 (Three) financial Years. The attested Copy of the Purchase Order Copy should be attached along with the technical Bid.

Details of service support facilities (Office address, contact person and contact number) to be provided during the warranty period should be submitted in the Service Support Details Form. The bidder should have proper service network at Guwahati/ Bongaigaon, Assam so that prompt after sales support can be provided in the remote areas also.

That the bidder will assume total responsibility in supply, installation and for the fault-free operation and maintenance during warranty period.

Bidders who do not meet the criteria given above are subject to be disqualified, if they have made false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of performance, not properly implementing the contact, inordinate delays in completion or financial failure, etc.

Any additional bid participation criteria/eligibility conditions etc. mentioned in the technical specifications sheet will also form part of the Qualification Requirements along with those mentioned in this chapter.

PREPARATION OF BIDS

1. Language of Bid

The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the bidder and the purchaser shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language but it is to be accompanied by an English translation of its pertinent page(s) duly signed and verified as true English translation. The responsibility for the correctness of the translation will be solely and completely on the bidder. The Principal, Bongaigaon Polytechnic shall not be responsible for any loss/likely loss due to error in translation whatsoever. In such cases, for the purpose of interpretation of the bid, the English translation shall only govern.

2. Documents Comprising the Bid

The bid is required to be submitted in two parts. One part is the Techno-Commercial unpriced Bid and the other part is the Financial / Price Bid.

2.1 The Techno-Commercial Unpriced Bid prepared by the Bidder shall include the following without indicating the price in the Bid Form:

i). Bid Security/ EMD as specified in the invitation to Bids.
ii). Compliance Certificate for NIQ Terms : (As per ANNEXURE-I)
iii). Technical Compliance Statement Form: (As per ANNEXURE-II)
iv). Authorization Form from all major manufacturers: (As per ANNEXURE-III)
v). Bidder’s performance Statement Form: (As per ANNEXURE-IV)
vi). Service Support Details Form: (As per ANNEXURE-V)
vii). Attested Purchase Order Copies of Similar Type of Equipments from Engineering Colleges, Universities & Polytechnics.

2.2. The Price / Financial Bid shall comprise the Techno Commercial Bid with price indicated in the bid form.

3. Bid Prices
The Bidder shall indicate the unit prices with the item wise price break-up and total bid prices of the goods it proposes to supply under the order and enclose it with the priced bid.

3.1 Prices indicated shall be entered separately in the following manner (For Indigenous Items):
i) The price of the goods, quoted on F O R basis including all duties and sales and other taxes already paid or payable.
ii) Taxes: Please mention the applicable taxes (VAT/CST/SERVICE) clearly. We don’t issue any Form-C or Form-D. No other charges except those mentioned clearly in the quotation will be paid. The Vat amount will be deducted at source.
iii) Rates should be quoted F O R destination inclusive of packaging, forwarding, insurance, freight, installation and commissioning charges, foundation cost along with installation, electric wiring cost if necessary etc.

3.2. If ex-works prices are quoted then packaging, forwarding, documentation, freight on door delivery basis and insurance charges must be clearly mentioned separately. Vague terms like “packaging, forwarding, transportation etc. as extra” without mentioning the specific amount/percentage of these charges will not be accepted. Such offers shall be treated as incomplete and rejected. Where there is no mention of packing, forwarding, freight, insurance charges, such offers shall be summarily rejected as incomplete.

3.3. Prices quoted by the bidder shall remain fixed during the entire period of contact and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

4. Bid Currency
4.1. Prices shall be quoted in Indian Rupees.

5. Documents Establishing Bidder’s Eligibility and Qualifications.
5.1. Pursuant to Qualification Requirement, the bidder shall furnish, as part of its bid, documents establishing the bidders’ eligibility to bid and its qualification to perform the contact if its bid is accepted.
5.2. That the bidder meets the qualification criteria listed in Qualification Requirement.

6.1. Specifications are basic essence of the product. 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. The documentary evidence of conformity of the goods and services to the Bid document may be in the form of literature, drawing, data and shall consist of:
i) A detailed description of the essential technical and performance characteristics of the goods;
ii) A list giving full particulars, including available sources and current prices of spare parts, special tools etc., necessary for the proper and continuing functioning of the goods for a period of minimum five years, following commencement of the use of the goods by the Purchaser and
iii) An item by item commentary on the Purchaser’s Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications must be clearly specified.

6.2 For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment and reference to brand names or Catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and / or catalogue numbers in its bid, provided that it demonstrates to the Purchaser’s satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications. Technically unsuitable offers, offers not confirming to tender schedule shall be rejected.

7. Bid Security:

7.1 The Bidder shall furnish, as part of its bid, a bid security for an amount as specified in the invitation for bids / NIT. The bid security is required to protect the Purchaser against the risk of Bidder’s conduct, which would warrant the security’s forfeiture.

7.2. The Bid security shall be in Indian Rupees and shall be in the following forms:
   i) A Banker’s cheque or (ii) Demand draft in favour of the Principal, Bongaigaon Polytechnic.

7.3. Any bid not secured in accordance with Clauses 12.1 and 12.2 above will be rejected by the Purchaser as non-responsive.

7.4. Unsuccessful bidder’s bid security will be discharged / returned as promptly as possible but not later than 15 days after the expiry of the period of bid validity or placement of order which ever is later.

7.5. The successful bidder’s bid security will be discharged upon the Bidder furnishing the performance security.

7.6. The Bid Security may be forfeited:
   i) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form;
   or
   ii) In case of a successful Bidder, if the Bidder fails to furnish Order Acceptance and Performance Security in the prescribed format within 15 days of the order.

8. Period of Validity of Bids.

8.1. Bids shall remain valid for 90 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

8.2. In exceptional circumstances, the Purchaser may solicit the Bidder’s consent to an extension of the period of validity. The request and the responses there to shall be made in writing (or by cable, telex, fax or e-mail). The bid security provided under clause 12 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

8.3. Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

9. Format and Signing of Bid

9.1. The Bidder shall submit the bids in two separate envelopes. One envelopes shall contain Techno commercial un priced bid and the other contain the priced bid.

9.2. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

9.3. Any interlineations, enclosures or overwriting shall be initialed by the person or persons signing the bid initial them.

9.4. The Bidder shall furnish information on commissions or gratuities, if any paid to agents relating to this bid and to contact execution if the Bidder is awarded the contract as per the bid form.
B. SUBMISSION OF BIDS

10. Sealing and Marking of Bids
10.1. The Bidder shall seal the Techno Commercial Unpriced Bid and the price / Financial Bid in two separate envelopes duly marked as “Techno Commercial Unpriced Bid” and “Priced/Financial Bid” respectively. Both the envelopes shall then be sealed in one outer (main) envelope.

10.2. The inner and the outer envelope shall
i) Be addressed to the Purchaser at the following address: The Principal, Bongaigaon Polytechnic, Bongaigaon, P.O.: Bongaigaon, Assam, PIN-783380.
ii) Bear the item Name /Reference No./ Last Date for submission of Tender/ Date of Opening of Tender/ Firm’s Name & Address and a statement “Do not open before Time hrs (IST) on Date” As per the NIT details.

10.3 If the outer envelope is not sealed and marked as required in Clause 15.2, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.

10.4. Telex, Cable, Fax or e-mail bids will be rejected.

11. Deadline for Submission of Bids
11.1 Bid must be received by the Purchaser at the address specified under Clause 10.2 no later than the time and date specified in the Invitation for Bids. In the event of specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.

11.2. The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

12. Late Bids
12.1 Any Bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, pursuant to Clause 11, will be rejected and/or returned to the Bidder.

C. OPENING AND EVALUATION OF BIDS

13. Opening of Bids by the Purchaser
13.1 The Purchaser will open all Techno Commercial Unpriced Bids, in the presence of Bidders’ representatives who choose to attend, as per the schedule given in invitation to bids.

13.2 The Bidders’ representatives who are present shall sign the quotation-opening sheet evidencing their attendance. In the event of the specified date of Bid opening declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.

13.3 The Bidders’ names, bid modifications or withdrawals, specifications and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late.

13.4. If in response to our TWO BID enquiry, a single combined bid is submitted, it will be rejected straightway. Similarly if ‘PRICE BID’ has been found enclosed in the envelope marked ‘TECHNICAL BID’ the same shall also be rejected summarily.

14. Clarification of Bids
14.1. To assist in the examination, evaluation and comparison of bids, the Purchaser may, at its discretion ask the bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing and no change in the price substance of the bid shall be sought, offered or permitted. However, no post Bid clarifications at the initiative of the bidder shall be entertained.

15. Preliminary Examination
15.1 The Purchaser will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

15.2. Arithmetical errors in the priced bids will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between the price quoted in words and figures, whichever is the higher of the two shall be taken as the bid price.
15.3. The Purchaser may waive any minor informality, 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.

15.4. Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Bid Security/Performance Security, Warranty, Force Majeure, Applicable law and Taxes & Duties will be deemed to be a material deviation. The Purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

15.5. If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

15.6. After downloading, the language of standard clauses etc. mentioned in this ‘Bid Document’ should not be tampered with/changed/modified in any manner whatsoever. If any such modification etc. comes to our knowledge at any stage, the bid shall be rejected immediately and EMD shall also be forfeited.

16. Evaluation & Comparison of Bids

16.1. For the bids surviving the technical evaluation which have been found to be responsive the evaluation & comparison shall be made as under. The final landing cost of purchase after all discounts, freight, forwarding, insurance, taxes etc. shall be the basis of evaluation.

16.2. Conditional tenders/discounts etc. shall not be accepted. Rates quoted without attached conditions (viz. Discounts having linkages to quantity, payment terms etc.) will only be considered for evaluation purpose. Thus conditional discounted rates linked to quantities and prompt/advance payment etc. will be ignored for determining inter-se position. The Purchaser however reserves the right to use the discounted rate/rates considered workable and appropriate for counter offer to the successful tenderer.

16.3 Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offers shall be rejected as incomplete.

17. Contacting the Purchaser

17.1 Subject to ITB Clause 14, no Bidder shall contact or attempt to contact the Purchaser or anyone related to the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the contact is awarded. If the bidder wishes to bring additional information to the notice of the Purchaser, it should do so in writing.

17.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder’s bid.

18. Post Qualification

18.1 In the absence of pre qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 5.

18.2 The determination will take into account the Bidder’s financial, technical, supply and support service capabilities. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuance to ITB Clause 5, as well as such other information as the Purchaser deems necessary and appropriate.

18.3 An affirmative determination will be a pre requisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder’s bid.

19. Award Criteria

19.1 Subject to ITB Clause 21, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

20. Purchaser’s Right To Vary Quantities At Time Of Award
20.1 The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

21. **Purchaser’s Right To Accept Any Bid And To Reject Any Or All Bids**

21.1 The Purchaser reserves the right to accept or reject any bid and to annul the bidding Process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser’s action.

22. **Notification of Award.**

22.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax or e-mail that the bid has been accepted by way of a Purchase Order.

22.2 Upon the successful Bidder’s furnishing of performance security pursuant to ITB Clause 23, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to Clause 7.

23. **Performance Security**

23.1 Within 7 days of the receipt of purchase or work order the supplier/contractor shall furnish the performance security 10% of work order as the performance security in form of DD or Multi City Cheque in favor of The Principal, Bongaigaon Polytechnic, Bongaigaon which will be released after completion of validity period.

23.2 Failure of the successful bidder to accept the order shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security and call for new bids.

24. **Order Acceptance**

24.1 The successful bidder should submit acceptance of the Purchase Order immediately but not later than 15 days in any case from the date of issue of the Purchase Order failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited.

25. **Warranty**

25.1 The supplier warrants that the Goods supplied under this Contract are new, most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and / or material is required to the Purchaser’s Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

The warranty should be comprehensive and on site.

25.2 This warranty shall be comprehensive and on site for 1 (One) year from the date of acceptance, installation & commissioning to the satisfaction of the Purchaser. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall immediately arrange to repair or replace the defective goods or parts thereof free of cost at the ultimate destination within 07 days. The Supplier shall take over the replaced parts/ goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts / goods thereafter. The period for correction of defects in the warranty period is 07 days. If the supplier having been notified fails to rectify the defects within 07 days, the purchaser may proceed to take such remedial action as may be necessary, at the supplier’s risk and expenses and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.
26. Payment
The method and conditions of payment to be made to the Supplier under this Contract shall be as following:
26.1 100% payment shall be made by the Purchaser against delivery & inspection in good condition at site after successful installation, commissioning and acceptance of the package to the entire satisfaction of the Purchaser and on production of unconditional performance bank guarantee. If performance security @10% of ordered value is not deposited then the supplier has to deposit the same through Cheque/DD in favour of the Principal, Bongaigaon Polytechnic before receiving payment.
26.2 The Supplier’s request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate the Goods delivered and the Services performed and by documents.
26.3 Payments shall be made promptly by the Purchaser normally within thirty (30) days after submission of the invoice or claim by the Supplier.

27. Prices
27.1 Prices charged by the Supplier for the Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

28. NIT TERMS & CONDITIONS:

01. Rates: Rates quoted should be on DOORDELIVERY FOR BONGAIGAON POLYTECHNIC, BONGAIGAON, ASSAM.

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

02. Validity of Quotation: Quoted rates must be valid for 120 days from the date of quotation.

03. Literature a must: All the quotations must be supported by the printed technical leaflet / literature and the specifications mentioned in the quotation must be reflected / supported by such printed technical leaflet/ literature. The model and specifications quoted should invariably be highlighted in the leaflet / literature for easy reference.

04. Details of supply of similar items to Institutions of National Importance in the NE region must be provided.

05. After Sales Service: Vendors should clearly state the available nearest after sales service facilities in the region, without which their offers will be rejected.

06. Dealership Certificate: Dealers or Agents quoting on behalf of Manufacturer must enclose valid dealership certificate.

07. Quality Certificates: Valid certificate to prove that the products are genuine and of International standard, as mentioned below, must be enclosed:
   (a) Manufacturer’s certificate.
   (b) ISO / ISI certificate.

08. Delivery Time Limit: Maximum 45 (fortyfive) days from the date of issue of the purchase order including all necessary installations, test run, demonstration etc. otherwise fine will be imposed @Rs. 500/day for not delivering the item within due date. 15 days of extension with fine may be given on genuine cause, otherwise the order will be cancelled. If any item delivered to the institute but not installed the item has to be taken back by the supplier at his/her own cost. The Institute will not take any responsibility for any form of damage, theft etc. for any item delivered but not installed and tested.
09. **Road permit**: Principal, Bongaigaon Polytechnic will not issue any Road Permit.

10. **GST**: In case of Supply within Assam, VAT/GST to be deducted at source, as Per Govt. Of Assam norms.

11. The acceptance of the quotation will rest solely with the Principal of Bongaigaon Polytechnic, who in the Interest of the Department is not bound to accept the lowest quotation and reserves the right to himself to reject or partly accept any or all the quotations received without assigning any reason thereof.

12. The supplier has to submit the following along with quotation:
   i. Income tax return certificate for last two years (scanned/Photo copy).
   ii. PANCARD (scanned/Photo copy)
   iii. Sales tax/VAT clearance Certificates.

29. **Applicable Law**
   (a) The contract shall be governed by the laws & procedures established by the Govt. Of India and subject to exclusive jurisdiction of competent court and forum in Guwahati/India only.
   (b) Any dispute arising out of the purchase shall be referred to the Principal, Bongaigaon Polytechnic, Bongaigaon, Assam and if either of the parties hereto 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 Principal, Bongaigaon Polytechnic. The decision of such Arbitrator shall be final and binding on both the parties.

Principal
Bongaigaon Polytechnic,
Bongaigaon.
## Annexure- I

**COMPLIANCE CERTIFICATES FOR NIQ TERMS**

(To be enclosed in the Technical bid)

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>NIQ Terms and Conditions</th>
<th>Yes/ No</th>
</tr>
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<tbody>
<tr>
<td>01</td>
<td>Rate quoted as per instruction</td>
<td></td>
</tr>
<tr>
<td>02</td>
<td>Validity of quoted rate for 120 days agreed</td>
<td></td>
</tr>
<tr>
<td>03</td>
<td>EMD submitted (appropriate certificate enclosed)</td>
<td></td>
</tr>
<tr>
<td>04</td>
<td>PBG term agreed</td>
<td></td>
</tr>
<tr>
<td>05</td>
<td>Payment term agreed</td>
<td></td>
</tr>
<tr>
<td>06</td>
<td>Delivery terms agreed</td>
<td></td>
</tr>
<tr>
<td>07</td>
<td>Warranty period agreed</td>
<td></td>
</tr>
<tr>
<td>08</td>
<td>Literature: Printed Literature provided</td>
<td></td>
</tr>
<tr>
<td>09</td>
<td>Technical Compliance Statement Form For Individual Items</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Bidder’s Performance Statement Form</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Dealership / distributorship certificate/ Manufacturers’ authorization Form</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Service Support Details Form</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Income tax return certificate for last two years (scanned/Photo copy).</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>PANCARD(scanned/Photo copy)</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Sales tax/VAT clearance Certificates.</td>
<td></td>
</tr>
</tbody>
</table>

Signature with seal ……………… Vendor: M/s………

### Annexure- II

**TECHNICAL COMPLIANCE STATEMENT FORM**

An item-by-item commentary on the Purchaser’s Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications

(One for each item to be enclosed in the Technical bid)

<table>
<thead>
<tr>
<th>Group:</th>
<th>Item Sl. No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specifications as per Annexure- III</td>
<td>Quoted Item Specification</td>
</tr>
<tr>
<td>Parameter</td>
<td>Specification</td>
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</table>

(Technical literature / brochures / manuals should be attached along with this format)

**Please note:**

1. Compliance/ Deviation statement comparing the specifications of the quoted model to the required specifications. This statement should also give the page number(s) of the technical literature where the relevant specification is mentioned.
2. Bids must have supporting documents (technical literature or copies of relevant pages from the service manual or factory test data) for all the points noted above, failure regarding which may result in rejection of bid.

Signature with Seal ………………
Annexure- III

MANUFACTURERS’ AUTHORIZATION FORM
(To be enclosed in the Technical bid)

No. Dated……

The Principal
Bongaigaon Polytechnic
Bongaigaon.

Dear Sir,

We …………………………………………………………………………………… …………. Who are established and reputable manufacturers of ………………………………………………………………………………………….. having factories at (address of factory) do hereby certificate that M/s …………………………………………………………………………. (Name and address of Agent) is our authorized dealer to quote against your tender enquiry.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract and Clause of the Special Conditions of Contract for the goods and services offered by the above firm.

Yours faithfully

( Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.

It should be included by the Bidder in its techno-commercial unpriced bid

Annexure- IV

BIDDER’S PERFORMANCE STATEMENT FORM

For A Period of Last 5 Years
(to be enclosed in the Technical bid)

Name of the Firm :

<table>
<thead>
<tr>
<th>Order placed by (Full address of purchaser)</th>
<th>Order No. &amp; Date</th>
<th>Description and quantity of ordered equipment</th>
<th>Price (Rs)</th>
<th>Date of Completion of delivery as per contract / Actual</th>
<th>Remarks indicating reasons for late delivery, if any</th>
<th>Has the equipment been installed satisfactorily ?</th>
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</tbody>
</table>

Signature and seal of the Manufacturer / Bidder

Place :

Date :
Annexure- V

SERVICE SUPPORT DETAILS FORM
(to be enclosed in the Technical bid)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Nature of Training Imparted</th>
<th>List of similar type equipment served in the past 3 years</th>
<th>Address, Telephone Nos., Fax and e-mail address of the firm located in nearby Bongaigaon and Name and Telephone Nos. of Service Engineers</th>
</tr>
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<tbody>
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</table>

Place :

Date :

Signature and seal of the Manufacturer / Bidder
PERFORMANCE BANK GUARANTEE

To,

The Principal
Bongaigaon Polytechnic
Bongaigaon.

Whereas ……………………………………………………………………………………(Name of Supplier)
Hereinafter called “ the Supplier” has undertaken, in pursuance of Contract No. …………..
Dated………………………… 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 Guarantor(s) 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:
Address :

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

The Principal, Bongaigaon Polytechnic, Bongaigaon, P.O.: Bongaigaon, Assam , PIN-783380.
**Financial / Price BID**

**NIT No.**
Date :

To,
The Principal,
Bongaigaon Polytechnic,
Bongaigaon.

Sub : Financial / Price offer for supply of items for Bongaigaon Polytechnic for NEQIP(Phase III)

<table>
<thead>
<tr>
<th>SL. No.</th>
<th>Name of Equipment/ facilities to be procured</th>
<th>Make, Model &amp; brief description of the Equipment</th>
<th>Unit Price (Rs.)</th>
<th>Quantity</th>
<th>Total Price (Rs.)</th>
<th>VAT/GST (Rs.)</th>
<th>Total Cost (Rs.)</th>
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</tbody>
</table>

**TOTAL TENDER AMOUNT:**

**TOTAL TENDER VALUE IS** : (in words)…………………………………………………... We agree to supply the goods in accordance with all the terms & conditions of the NIT and the technical specifications within the period as specified in the Tender Documents. We also confirm that the rate quoted is valid for a period of 4 months. We also confirm that the warranty of …………….. years shall apply to the offered goods from the date of delivery to Bongaigaon Polytechnic, Bongaigaon.

Name of the Bidder :  
Authorize signatory of the bidder with signature:  
Seal:  
Place:  
Date: