

National Institute of Technology Mizoram
Chaltlang, Aizawl-796012
Mizoram, India

Ref: No. NITMZ/D-21/FC/2018

Tel:- 0389-2391236 (O)
Date: 29/07/2019

NOTICE INVITING TENDER (NIT)
FOR SUPPLY OF GYM EQUIPMENTS AND ACCESSORIES AT NIT MIZORAM, AIZAWL
NIT Mizoram invites sealed tender in two-bid system (Technical Bid and Financial Bid) from established vendors with proven track record in the supply of concerned items for supply and installation of gym equipment and accessories as detailed below-

Sl. No.	Items	Qty.	EMD (Rs.) in the form of DD	Tender Document Fee (Rs.) in the form of DD only.
01.	Supply & Installation of gym equipments and accessories at NIT Mizoram, Aizawl	As given in (Annexure-IV)	Rs. 50,000.00	1000.00 (Non-refundable)

Interested Bidders/Firms may download the form from the Institute's Website www.nitmz.ac.in. The duly filled in form along with supporting documents and Demand Draft of EMD and Tender Fee (preferably drawn at SBI) should be in favor of **The Registrar, NIT Mizoram**.

1. Last date & Time for Submission : 20/08/2019 (2:00 PM)
2. Date/Time for Opening of Tech. Bids : 20/08/2019 (3:00 PM)
3. Date of notifying the Technically Qualified Bidders by Email : 21/08/2019
4. Evaluation of Financial Bids for Technically Qualified Bidders : 22/08/2019 (3:00 PM)

VENUE OF BID OPENING AT NIT MIZORAM, AIZAWL (ADMINISTRATIVE BLOCK, CHALTLANG)

BID INSTRUCTION:

01. Tender will have to be submitted in **TWO Bids. Part 1 and Part 2 bids sealed in separate envelopes should be kept in a one big single envelop superscribing "TENDER FOR SUPPLY & INSTALLATION OF GYM EQUIPMENTS AND ACCESSORIES AT NIT MIZORAM, AIZAWL"**. The address of the firm submitting the tender and the Officer to whom the tender is addressed must appear distinctly on sealed covers. Further, on sealed cover, the following are to be written:

Ref: No. NITMZ/D-21/FC/2018

DATE:- 29/07/2019

02. Part-1 and Part-2 bids shall be submitted in two separate sealed envelopes within the main envelop with bidder's distinctive SEALED and Super-scribed as follows:

PART-1: TECHNICAL BID

- i) TENDER ENQUIRY NO (Ref: No. NITMZ/D-21/FC/2018 date: 15/07/2019
SUPPLY & INSTALLATION OF GYM EQUIPMENTS AND ACCESSORIES AT NIT
MIZORAM, AIZAWL.
- ii) DUE DATE OF OPENING: **20/08/2019**
- iii) NAME OF BIDDER:

PART-2: PRICE BID

- i) TENDER ENQUIRY NO (Ref: No. NITMZ/D-21/FC/2018 date: 15/07/2019
SUPPLY & INSTALLATION OF GYM EQUIPMENTS AND ACCESSORIES AT NIT
MIZORAM, AIZAWL.
- ii) DUE DATE OF OPENING: **22/08/2019**
- iii) NAME OF BIDDER:

Note: Un-sealed envelopes or envelopes not super-scribed as above will not be accepted/considered.

03. BID SUBMISSION

Bids shall be addressed to the official inviting Bids by name and designation and sent at the following address on or before the tender due date:

**The Registrar
NIT Mizoram,
Chaltlang Dawrkawn,
Aizawl-796012, Mizoram.**

04. Submission of Compliance Certificate: Duly filled and signed Compliance Certificates (as per formats at **Annexure I (A& B)** are must with the Technical Bid.

05. Bid not transferable: The bid documents are not transferable and the **seal and signature** of the Authorized Official of the Firm must appear on all the papers and envelopes submitted.

QUALIFICATION REQUIREMENTS

- 1) The Bidder should have experience of executing at least One Work order of Annual Value of **Rs. 25.00 Lakhs** to reputed Gym or Fitness Centers/Corporate organizations/PSUs /Leading Educational Institutes in the last 3 Years.
- 2) The Bidder must have facility for maintenance of gym equipments and accessories in the NE Region/Kolkata for last 1(One) year. Also the Bidder must give details of at least one representative who will carry out necessary service warranty in Aizawl.

राष्ट्रीय प्रौद्योगिकी संस्थान मिजोरम

NIT TERMS & CONDITIONS:

- 1) **Rates:** Rates quoted in the **Price Bid** should be **on supply, installation with fittings, at assigned locations at NIT Mizoram, Aizawl.**

Bidders shall indicate their rates in clear/visible figures as well as in words and shall not alter/overwrite/make cutting in the tender. In case of a mismatch, the rates written in words will prevail.

- 2) **Validity of Tender:** Quoted rates must be valid for **90 days** from the date of tender.
- 3) **Warranty:** The quoted gym equipments and accessories must be warranted for a minimum of 1(One) year after satisfactory installation.
- 4) **Literature a must:** All the tenders must be supported by the printed technical leaflet/literature and the specifications mentioned in the tender 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.
- 5) **After Sales Service:** Bidders should clearly state the available nearest after sales service facilities in the region, without which their offers will be rejected.
- 6) **Dealership Certificate:** Dealers or Agents quoting on behalf of Manufacturer/Distributor must enclose valid dealership certificate.
- 7) **Earnest Money:** Refundable earnest money deposit (EMD) of the Quoted Value through Demand Draft drawn in favor of "**The Registrar, NIT Mizoram**", payable at Aizawl, will have to accompany the technical Bid. The EMD of unsuccessful bidders shall be returned after award of contract. EMD of the successful bidder will be released on submission of the Performance Bank Guarantee. Offers received without Earnest Money or valid Certificate shall be summarily rejected.
- 8) **Performance Bank Guarantee (PBG):** The successful bidder shall furnish an unconditional PBG (as per format at **Annexure II**) for **5% of the Work order value** from a scheduled Bank of India, after receiving the work order. Where the PBG is obtained by a foreign bank, it shall be got confirmed by a Schedule Indian bank and shall be governed by Indian Laws and be subject to the jurisdiction of courts at Aizawl. The PBG will be kept till the Warranty Period and the PBG shall guarantee that -
 - The Bidder guarantees satisfactory operation of the Gym Equipment and Accessories of good quality, designs and good performance.
 - The Bidder shall, at his own cost, rectify the defects/replace the items supplied, identified during the period of guarantee.

- This guarantee shall be operative from the date of installation till 60 days after the warranty period.
- The proceeds of the performance security shall be payable to NIT Mizoram as compensation for any loss resulting from the Agency's failure to comply to its obligations under the Contract.
- The Performance Security shall be denominated in the currency of the contract.
- The Performance Security shall be submitted either by the Principal or by the Indian Agent.

9) Delivery:

- **Time Limit:** Maximum within **30 days** from the date of issue of the purchase order.
- **Safe Delivery:** All aspects of safe delivery shall be the exclusive responsibility of the Bidder. At the destination site, the package will be opened only in the presence of NIT user/representative and vendor's representative. The intact condition of the package and the seal/indicators for not being tampered with shall form the basis for certifying the receipt in good condition.
- **Insurance:** The Agency is to establish 'All Risk Transit Insurance' coverage till door delivery at NIT Mizoram.
- **Part Delivery:** Acceptance of part delivery shall be a prerogative of the Institute.
- **Penalty for delay in delivery:** The date of delivery should be strictly adhered to otherwise the NIT Mizoram reserves the right not to accept delivery in part or full.

10) Genuine Pricing: Bidder is to ensure that quoted price for the particular item is not more than the price quoted to any other customer in India.

11) Conditional tenders not acceptable: All the terms and conditions mentioned herein must be strictly adhered to by all the Bidders. Conditional tenders shall not be accepted on any ground and shall be rejected straightway. Conditions mentioned in the tender bids submitted by Bidders will not be binding on NIT Mizoram.

12) E-Way Bill: The Bidder shall have to obtain from the concerned authority through online.

13) GST: As applicable.

14) Late and delayed tender: Late and delayed tender will not be considered. In case any unscheduled holiday occurs on the prescribed closing/opening date the next working day shall be the prescribed date of closing/opening.

15) Payment: Payment will be made after successful completion of supply, installation, testing & commission etc. as per the GCC.

16) Evaluation of Tender:

Evaluation of the Bids shall be made strictly in terms of provisions and criteria disclosed in the bidding document for the quantities mentioned in the bid. However, the Institute reserves the right whether to purchase the total quantities or in part thereof. Notwithstanding the above, the Purchaser reserves the right to accept or reject any quotation, cancel the bidding process and reject all quotations at any time prior to the award of the contract.

A. Grounds for summary rejection of bid / offer without any further clarification at preliminary evaluation stage:

- 1) Unsigned bid
- 2) Late or delayed bid
- 3) Bid validity is shorter than the required period
- 4) The bid is not accompanied by Earnest Money Deposit (EMD) if EMD is required
- 5) The bidder is not eligible
- 6) If packing, forwarding, freight, transportation and insurance charge is not inclusive in the offer
- 7) Not willing to provide performance security if it is requirement of tender

B. Grounds to be considered as material deviation for summary rejection of bid / offer without any further clarification at the discretion of the NIT Mizoram authority during intensive technical evaluation stage: The good(s) quoted which are not meeting the major / essential technical specifications.

17) Enquiry during the course of evaluation not allowed: No enquiry from the bidder(s) shall be entertained during the course of evaluation of the tender till final decision is conveyed to the successful bidder(s). However, the Bid Evaluation Committee or its authorized representative may make enquiries/seek clarification from the bidders. In such a case, the bidder must extend full co-operation. The bidders may also be asked to arrange demonstration of the offered items, in a short period of notice.

18) The acceptance of the tender will rest solely with the Director, NIT Mizoram, who in the interest of the Institute is not bound to accept the lowest tender and reserves the right to himself to reject or partially accept any or all the tenders received without assigning any reasons.

19) Applicable Law:

- 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 Aizawl / India only.
- Any dispute arising out of this purchase order shall be referred to the Director NIT Mizoram, 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.

20) Cost of Bidding: The Bidder shall bear all costs associated with the preparation and submission of its bid, and "NIT Mizoram", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

21) Clarification of bidding documents: A prospective bidder requiring any clarification of the bidding documents shall contact the NIT Mizoram in writing at the official address. NIT Mizoram will respond in writing to any request for clarification, provided that such request is received not later than (2) days prior to the dead line for submission of bids. Should NIT Mizoram deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so.

Enclosure: **GENERAL CONDITIONS OF CONTRACT, ANNEXURE-I, ANNEXURE-II, ANNEXURE-III, & ANNEXURE-IV, ANNEXURE-V, ANNEXURE-VI & ANNEXURE-VII,**

**REGISTRAR
NATIONAL INSTITUTE OF TECHNOLOGY MIZORAM**

GENERAL CONDITIONS OF CONTRACT

1) Definitions

In this Contract, the following terms shall be interpreted as indicated:-

The following words and expressions shall have the meanings hereby assigned to them

"Contract" means the Contract Agreement entered into between NIT Mizoram and the Agency, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

"Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

"Contract Price" means the price payable to the Agency as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

"Day" means calendar day.

"Completion" means the fulfillment of the Related Services by the Agency in accordance with the terms and conditions set forth in the Contract. "GCC" means the General Conditions of Contract.

"Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Agency is required to supply to NIT Mizoram under the Contract.

"Related Services" means the services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Agency under the Contract.

"Sub Agency" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Agency.

"Agency" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by NIT Mizoram and is named as such in the Contract Agreement.

The final destination, where applicable, means the place named in the "National Institute of Technology Mizoram, Aizawl-796012"

- 2) Contract Documents:** Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

- 3) **Fraud and Corruption:** NIT Mizoram requires that bidders, suppliers, contractors, agencies and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,
- a) The terms set forth below are defined as follows:
- "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, non-competitive levels; and
 - "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- b) NIT Mizoram will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.
- 4) **Joint Venture, Consortium or Association:** If the Agency is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to NIT Mizoram for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of NIT Mizoram.
- 5) **Scope of Supply:** The Goods and Related Services to be supplied shall be as specified in the Schedule of requirements.
- 6) **Agencies' Responsibilities:** The Agency shall supply all the Goods and Related Services included in the Scope of Supply in accordance with Scope of Supply Clause of the GCC, and the Delivery and Completion Schedule, as per GCC Clause relating to delivery and document.
- 7) **Contract price:** Prices charged by the Agency for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Agency in its bid.
- 8) **Copy Right:** The copyright in all drawings, documents, and other materials containing data and information furnished to NIT Mizoram by the Agency herein shall remain vested in the Agency, or, if they are furnished to NIT Mizoram directly or through the Agency by any third party, including supplier of materials, the copyright in such materials shall remain vested in such third party.

9) **Application:** These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

10) **Standards:** The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications and Schedule of Requirements, 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.

11) Patent Indemnity

- 1) The Agency shall, subject to NIT Mizoram's compliance with GCC Sub- Clause 11.2, indemnify and hold harmless NIT Mizoram and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which NIT Mizoram may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: (a) The installation of the Goods by the Agency or the use of the Goods in India; and (b) The sale in any country of the products produced by the Goods.
- 2) If any proceedings are brought or any claim is made against NIT Mizoram, NIT Mizoram shall promptly give the Agency a notice thereof and the Agency may at its own expense and in NIT Mizoram's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims.

12) Inspections and Tests

- 1) The Agency shall at its own expense and at no cost to NIT Mizoram carry out all such inspections of the Goods and Related Services.
- 2) NIT Mizoram or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to NIT Mizoram. The Technical Specifications shall specify what inspections and tests NIT Mizoram requires and where they are to be conducted. NIT Mizoram shall notify the Agency in writing in a timely manner of the identity of any representatives retained for these purposes.
- 3) Whenever the Agency is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to NIT Mizoram. The Agency shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable NIT Mizoram or its designated representative to attend the test and/or inspection.
- 4) Should any inspected or tested Goods fail to conform to the specifications, NIT Mizoram may reject the goods and the Agency shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to NIT Mizoram.

- 5) NIT Mizoram's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by NIT Mizoram or its representative prior to the Goods shipment.

14)Packing

- 1) The Agency shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 2) The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract and in any subsequent instructions ordered by NIT Mizoram.

15)Delivery: Delivery of the Goods and completion and related services shall be made by the Agency maximum within 30 days from the date of issue of the purchase order. All the goods shall meet the requisite technical specifications to the satisfaction of the work-in-charge for NIT Mizoram side.

16)Transportation: The Agency is required under the Contract to transport the Goods to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance, unloading and storage, as specified in the Contract, shall be arranged by the Agency, and the related costs shall be included in the Contract Price.

17)Installation: The Agency shall install all the gym equipment and accessories at locations indicated by the faculty in-charge/ assistant faculty in-charge, Fitness Centre as per his/ her directions. The period given will be maximum 5 days for installation of the items from the date of delivery of goods at locations as specified by the institute and as per the directions of the warden/in-charge.

18)Incidental Services: The Agency may be required to provide any or all of the services, if any.

19)Warranty

- 1) The Agency warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 2) The Agency further warrants that the Goods shall be free from defects arising from any act or omission of the Agency or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.
- 3) The warranty shall remain valid for twelve months (1 Year) after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination.

- 4) NIT Mizoram shall give notice to the Agency stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. NIT Mizoram shall afford all reasonable opportunity for the Agency to inspect such defects.
- 5) Upon receipt of such notice, the Agency shall, within a period of 7 days, expeditiously repair or replace the defective Goods or parts thereof, at no cost to NIT Mizoram.
- 6) If having been notified, the Agency fails to remedy the defect within the period specified above, NIT Mizoram may proceed to take within a reasonable period such remedial action as may be necessary, at the Agency's risk and expense and without prejudice to any other rights which NIT Mizoram may have against the Agency under the Contract.
- 7) Within the warranty period, scheduled maintenance should be done twice.

20) Change Orders and Contract Amendments.

- 1) NIT Mizoram may at any time, by written order given to the Agency pursuant to Clause on Notices of the GCC make changes within the general scope of the Contract in any one or more of the following:
 - Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for NIT Mizoram;
 - The place of delivery; and/or
 - The Services to be provided by the Agency.
 - The delivery schedule.
- 2) If any such change causes an increase or decrease in the cost of, or the time required for, the Agency's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Agency for adjustment under this clause must be asserted within fifteen (15) days from the date of the Agency's receipt of NIT Mizoram's change order.
- 3) No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.

21) Assignment: The Agency shall not assign, in whole or in part, its obligations to perform under the Contract, except with NIT Mizoram's prior written consent.

22) Subcontracts: The Agency shall notify NIT Mizoram in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Agency from any liability or duties or obligation under the Contract.

23) Extension of time

- 1) Delivery of the Goods and performance of the Services shall be made by the Agency in accordance with the time schedule specified by NIT Mizoram.
- 2) If at any time during performance of the Contract, the Agency or its sub agency(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Agency shall promptly notify NIT Mizoram in writing of the fact of the delay, its likely

duration and its cause(s). As soon as practicable after receipt of the Agency's notice, NIT Mizoram shall evaluate the situation and may, at its discretion, extend the Agency's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

- 3) Except as provided under the Force Majeure clause of the GCC, a delay by the Agency in the performance of its delivery obligations shall render the Agency liable to the imposition of penalty pursuant to Penalty Clause of the GCC unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

24) Penalty clause: Subject to GCC Clause on Force Majeure, if the Agency fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract reserves the right not to accept delivery in part or full.

25) Termination for Default

- 1) The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Agency, terminate the Contract in whole or part:
 - If the Agency fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by NIT Mizoram pursuant to GCC Clause on Extension of Time; or
 - If the Agency fails to perform any other obligation(s) under the Contract.
 - If the Agency, in the judgment of NIT Mizoram has engaged in corrupt or fraudulent or collusive or coercive practices as defined in GCC Clause on Fraud or Corruption in competing for or in executing the Contract.
- 2) In the event NIT Mizoram terminates the contract in whole or in part, he may take recourse to any one or more of the following action: a) The Performance Security is to be forfeited; b) NIT Mizoram may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the Agency shall be liable for all available actions against it in terms of the contract. c) However, the Agency shall continue to perform the contract to the extent not terminated.

26) Liquidated Damages

- 1) The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed no later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damage under clause 27 below.
- 2) Should the supplier fail to deliver the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 0.5 % of the value of

the delayed supply for each week of delay or part thereof for a period up to 10 (TEN) weeks. If vendor is not able to deliver the ordered quantity after the stipulated period, the purchaser would be at liberty to purchase from L2 and recover the difference from vendor for loss occurred.

27) Force Majeure

- 1) Notwithstanding the provisions of GCC Clauses relating to extension of time, penalty and Termination for Default the Agency shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 2) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Agency that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Agency. Such events may include, but not be limited to, acts of NIT Mizoram in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 3) If a Force Majeure situation arises, the Agency shall promptly notify NIT Mizoram in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by NIT Mizoram in writing, the Agency shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 4) If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of force majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

28) Termination for Insolvency: NIT Mizoram may at any time terminate the Contract by giving written notice to the Agency, if the Agency becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Agency, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to NIT Mizoram.

29) Settlement of Disputes

- 1) NIT Mizoram and the Agency shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 2) If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either NIT Mizoram or the Agency may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

3) The dispute settlement mechanism/arbitration proceedings shall be concluded as under:
In case of Dispute or difference arising between NIT Mizoram and a domestic Agency relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director, NIT Mizoram, Aizawl and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

4) The venue of the arbitration shall be the place from where the order is issued.

5) Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and NIT Mizoram shall pay the Agency any monies due the Agency.

29) Governing Language: The contract shall be written in English language, which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.

30) Applicable Law: The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction of Aizawl, Mizoram, India.

31) Notices

1) Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX or e mail and confirmed in writing to the other party's address.

2) A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32) Taxes and Duties

1) For goods manufactured outside India, the Agency shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.

2) For goods Manufactured within India, the Agency shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production.

3) If any tax exemptions, reductions, allowances or privileges may be available to the Agency in India, NIT Mizoram shall make its best efforts to enable the Agency to benefit from any such tax savings to the maximum allowable extent.

33) Right to use Defective Goods: If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, NIT Mizoram shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with NIT Mizoram's operation.

34)Protection against Damage: The system shall not be prone to damage during power failures and trip outs.

35)Site preparation and installation: The Agency shall inform NIT Mizoram about the site preparation, if any, needed for installation, of the goods at NIT Mizoram's site immediately after notification of award. The bidder is advised to visit the site of work, at his own cost, and examine it and its surroundings to familiarize himself and collect all information that he considers necessary for proper assessment of the prospective assignment.

36. Pre Technical Evaluation Criterion:

Criterion	Marks	Marks Obtained
The bidder should have supplied gym equipment and accessories items to reputed Gym or Fitness Centers/Corporate organizations PSUs /Leading educational Institutes during last 3 years with a minimum supply of annual Rs. 60.00 Lakhs.	10 marks	
Annual Turnover of company should be more than 25 lakhs & above. The bidders should submit the turnover proof since last three years.	Annual Turnover = Rs. 25 Lakhs, 5 marks, additional 1 mark each for increase in turnover by 10lakhs up-to maximum of 10 marks	
The firms should possess following prevalent certifications related to quality & safety possessed by most of reputed brands of gym equipment and accessories manufactures: ISO 9001, ISO 14001, BIFMA, Green-guard/ROHS/OHSAS, ISO 50001, Indian Design Mark	2 marks for each certificate maximum 10 marks	
The bidders should have a standard price list of all products applicable throughout the country.	5 marks	
The firm should have a service center in North-East India/ Kolkata. Proof to be attached.	5 marks	
The bidders should have not been black listed by any Government/ Semi Government/ Board / Corporations/ Autonomous Body. An affidavit on non-judicial Stamp paper has to be submitted by the firm to this effect.	5 marks	
The firm may submit a "Solvency Certificate" from Bank worth Rs. 50,00,000/- (fifty lakhs)	5 marks	

Those who score 25 marks or more in the evaluation criteria shall only be eligible to compete in the Technical bid.

Note: The minimum marks for evaluation criteria may vary based on recommendation of the committee.

Annexure -I (A)

Tender No: _____

Dated: _____

A. COMPLIANCE CERTIFICATE FOR NIT TERMS (To be enclosed in the Technical bid)

Sl. No.	NIT Terms and Conditions	Yes/No
1.	EMD submitted (appropriate certificate enclosed)	
2.	PBG term agreed	
3.	Delivery terms agreed	
4.	Warranty period agreed	
5.	Literature: Printed Literature provided	
6.	Sales Service: address of after Sales Service centre in the region	
7.	Applicable law terms agreed	

Signature with Seal:.....

Vendor: M/s.....

Annexure -I (B)

Tender No: _____

Dated: _____

**B. COMPLIANCE CERTIFICATE FOR NIT TERMS
(To be enclosed in the financial bid)**

Sl. No.	NIT Terms and Conditions	Yes/No
1.	Rate quoted as per instruction	
2.	Validity of quoted rate for 90 days agreed	
3.	Payment term agreed	

Signature with Seal:.....

Vendor: M/s.....

Annexure -I (C)

Tender No: _____

Dated: _____

C. COMPLIANCE CERTIFICATE FOR SPECIFICATIONS
(One for each item must to be enclosed in the Technical bid)

Item Sl. No.:		
Specifications as per Annexure-IV	Quoted Item Specs.*	Complied (Yes/No)

Signature with Seal:

Vendor: M/s.....

* Vendor must quote the parameter specification of the quoted product in this column and not just copy the specification from the tender call document. Failure to do so will lead to rejection of the tender.

Annexure -II

PERFORMANCE BANK GUARANTEE

To:

The Director
National Institute of Technology
Aizawl-796012, Mizoram

WHEREAS..... (Name of Agency)
Herein after called "the Agency" 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 Agency shall furnish you
with a Bank Guarantee by a recognized bank for the sum specified therein as security for
compliance with the Agency's performance obligations in accordance with the order.

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the
Agency, 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 Agency 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 theday of.....20.....

Signature and Seal of Guarantors

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

Date.....20.....

Address

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

All correspondence with reference to this guarantee shall be made at the following address:
National Institute of Technology Mizoram

Annexure -III

CONTRACT FORM

Contract No. _____

Date: _____

THIS CONTRACT AGREEMENT is made

The [insert:number] day of [insert:month], [insert:year].

BETWEEN

- (1) National Institute of Technology, Mizoram, Chaltlang, Aizawl represented by _____
[insert complete name and address] of Purchaser (hereinafter called "NIT Mizoram"), and
- (2) [insert name of Agency], a corporation incorporated under the laws of [country of
Agency] and having its principal place of business at [insert: address of Agency]
(hereinafter called "the Agency")

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [insert brief description of Goods and Services] and has accepted a Bid by the Agency for the supply of those Goods and Services in the sum of [insert Contract Price in words and figures, expressed in the Contract currency] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between NIT Mizoram and the Agency, and each shall be read and construed as an integral part of the Contract:
 - a) This Contract Agreement
 - b) General Conditions of Contract
 - c) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - d) The Agency's Bid and original Price Schedules
 - e) NIT Mizoram's Notification of Award
 - f) [Add here any other document(s)]
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by NIT Mizoram to the Agency as hereinafter mentioned, the Agency hereby covenants with NIT Mizoram to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. NIT Mizoram hereby covenants to pay the Agency in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

For and on behalf of the National Institute of Technology, Mizoram

Signed: [insert signature] in the capacity of [insert title or other appropriate designation] in the presence of [insert identification of official witness]

Signed: [insert signature] in the capacity of [insert title or other appropriate designation] in the presence of [insert identification of official witness]

For and on behalf of the Agency

Signed: [insert signature of authorized representative(s) of the Agency] in the capacity of [insert title or other appropriate designation] in the presence of [insert identification of official witness]

ANNEXURE-IV

LIST OF GYM EQUIPMENTS AND ACCESSORIES

1. Specifications for Gym Equipments and Accessories

S.NO	NAME	QUANTITY
1	Weight Plates (2.5 kg to 25 kg) (VIVA Power) (50 mm diameter hole)	2 Sets
2	Weight Plates (2.5 kg to 15 kg) (VIVA Power) (50 mm diameter hole)	2 Sets
2	Dumb-bells (2.5 kg to 30 kg) (VIVA Power)	2 Sets
3	Kettle Ball (2,4,8,12,16) (VIVA Power)	1 Set
4	Dumb-bell (2.5 kg to 15 kg) (VIVA POWER)	2 Sets
5	Dumb-bell (2.5 kg to 10 kg) (VIVA POWER)	1 Set
6	Squat Rack (VIVA FITNESS)	3 Nos.
5	Flat Bench (VIVA FITNESS)	5 Nos.
6	Adjustable Utility Bench ((VIVA FITNESS)	4 Nos.
7	Vertical Knee Raise (IMPULSE FITNESS)	1 No.
8	Home GYM (Adidas)	4 Nos.
9	Cable Cross- Over (IMPULSE FITNESS)	2 Nos.
10	Flip Tyre (50kg) (VIVA FITNESS)	1 Set
11	Dumb-bell Rack	3 Nos.
12	Double Exercise Wheel (Abs Roller) (VX Fitness)	2 Nos.
13	Leg Press / Calf Press (PLAMAX)	2 Nos.
14	Olympic Barbell (6ft-4 nos.) (5 ft-1 no.) (50 mm dia hole)	5 Nos.
15	Olympic 4ft Bar (50 mm dia hole)	1 No.

16	EZ Curl Bar (50 mm diameter hole)	3 Nos.
17	Seated Preacher Curl (IMPULSE FITNESS)	1 No.
18	Short Bar (3ft) (50 mm diameter hole)	4 Nos.
19	Aerobic Stepper (VIVA FITNESS)	2 Nos.
20	Twister ((VIVA FITNESS))	1 No.
21	PVC Yoga Mat (6 mm Thick)	17 Nos.
22	Nylon Lat Rope (VIVA FITNESS)	1 No.
23	Swiss Ball (65 cm, 76 cm radii) (VIVA FITNESS)	2 Nos.
24	Speed Rope (Adidas)	6 Nos.
25	Steel Handle (seated row) (VIVA FITNESS)	2 Nos.
26	Triceps Bar (VIVA FITNESS)	3 Nos.
27	Push Up Bar (Adidas)	5 Nos.
28	Power Tube (Medium) (Adidas)	1 No.
29	Forearm Flexor Adjustable (VIVA FITNESS)	1 No.
30	Motorized Treadmill (Reebok) (20 Kmph,15 Degree Incline, 120 Kg Weight)	6 Nos.
31	Cross Trainer (VIVA FITNESS)	1 No.
32	Cycling (Reebok)	5 Nos.
33	Heavy Boxing Trainer (VIVA FITNESS)	2 Nos.
34	Boxing Gloves (VIVA FITNESS)	4 Nos.
35	Battle Rope (VIVA FITNESS)	1 No.
36	Metal Plyo Box (USI Universal) (6", 12", 18", 24",30", 36")	1 No.
37	Floor Mat (Shock absorbing)	1500 Sq. Ft.
38	Mirrors (5ft x 6ft)	8 Nos.

ANNEXURE-V

BID SUBMISSION FORM

Tender No: _____

Dated: _____

NAME OF WORK: SUPPLY & INSTALLATION OF GYM EQUIPMENTS AND ACCESSORIES AT NIT MIZORAM, AIZAWL.

O/o The Registrar,
NIT Mizoram,
Chaltlang Dawrkawn, Aizawl-796012.

Dear Sir/ Madam,

Having examined and agreed with the conditions of contract and specifications including addenda Nos (mention, if any) the receipt of which is hereby duly acknowledged, we, undersigned, offer to **SUPPLY & INSTALLATION OF GYM EQUIPMENTS AND ACCESSORIES AT NIT MIZORAM, AIZAWL** in conformity with conditions of contract and said specifications. We undertake, if our Bid is accepted, to deliver and commission the system 30 days from the date of issue of your final work order. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for sum of 5% of the bid amount for the due performance of the Contract. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a final Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement. We understand that you are not bound to accept the lowest or any bid, you may receive. Dated this day of

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness.....

Tele. No.(s):-

Signature.....

Address.....

E-Mail Add:

CHECK LIST FOR THE DOCUMENTS TO BE SUBMITTED (TECHNICAL BID)

Tender No: _____

Dated: _____

NAME OF WORK: SUPPLY&INSTALLATIONOF GYM EQUIPMENTS AND ACCESSORIESAT NIT
MIZORAM, AIZAWL.

CHECK LIST and the order in which the documents are to be submitted for the Technical bid please check whether all the below mentioned documents have been supplied for participating in tender. The documents are to be submitted in descending order with item No. 1 on top of all. Please also mention page No. of the Technical bid where these documents are given.

S No.	Documents	Details	Page No.
1.	Earnest Money Deposit		
2.	Tender fee		
3.	Fulfillment of Qualification Criteria		
4.	Clause by Clause compliance in the form of signing and stamping all the pages of bid document by authorized person(s)		
5.	Compliance to specifications I (A) & (B)		
6.	Power of Attorney/ Partnership Deed/ Authorization certificate		
7.	Certificate of Incorporation/ Firm registration certificate		
8.	Latest Income Tax Return with PAN		
9.	GST Registration		

Bidders to ensure:

- A. That all pages have been stamped and signed by the authorized Person(s).
- B. That all the pages have been numbered.
- C. That all the documents are legible (Clearly readable).

Signature with Seal:

Vendor: M/s.....

ANNEXURE-VII**PRICE BID FORMAT****Tender No:** _____**Dated:** _____**NAME OF WORK:** SUPPLY&INSTALLATIONOF GYM EQUIPMENTS AND ACCESSORIES AT NIT
MIZORAM, AIZAWL.

Sl. No	Name of item with Specification Make & Model	QTY.	Rate per Unit (Rs.)	Taxes in %	Total Amount (Rs.)
Sub Total Amount					
Discount(if any)					
Taxes (if any)					
Other Charges(if any)					
Grand Total Amount					
(Amount in Words)					

I/we have gone through all the special & general conditions and the contractor's obligations enclosed with this tender document and agree to abide by these.

Signature with Seal:

Vendor: M/s.....