

राष्ट्रीय प्रौद्योगिकीसंस्थान, मिजोरम

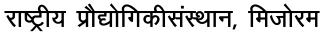
NATIONAL INSTITUTE OF TECHNOLOGY, MIZORAM

(An Institute of National Importance under Ministry of HRD, Govt. of India) CHALTLANG, AIZAWL, MIZORAM – 796012

Ref. No. NITMZ/D-21/2016/854 Dated: 25 SEP 2018

NOTICE INVITING RATE CONTRACT PROPOSALS FOR SUPPLY OF CHEMICALS, GLASSWARE AND PLASTIC WARE

Last date for receiving proposals: <u>22nd October 2018 before 5:00 PM</u> Date/Time for evaluation of proposals: <u>23rd October 2018 at 3:30 PM</u>





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Notice inviting rate contract proposals for supply of chemicals, glasswareand plastic ware:

National Institute of TechnologyMizoram is one of the ten new NITs established by Ministry of Human Recourse Development, Government of India, New Delhi in the year 2010 at Aizawl, Mizoram to impart education, training and research in Science, Technology and Management leading to award of B. Tech., M. Tech., M.Sc., MBA and Ph.D degrees. This institute if fully financed and governed by Ministry of Human Recourse Development, Government of India.

NIT Mizoram invites sealed proposals from reputed Manufacturers / Authorized Dealers to shortlist as suppliers of chemicals, glassware and plastic ware**under Annual Rate Contract**for the period up to 31.03.2019. Last date for submitting the sealed proposals to the undersigned is on or before **5:00 p.m. on 22.10.2018**. Manufacturers / Authorized Dealers should enclose a Demand Draft of Rs. 1,000/- (non-refundable) towards the cost of proposal. Demand Draft must be in favor of "**Director, NIT Mizoram**" Payable at **Aizawl**.

General Instructions for the Bidders:

- 01. Proposals are to be submitted in single sealed envelope. The address of the firm submitting the proposal and the Officer to whom the proposal is addressed (Registrar, National Institute of Technology Mizoram, Chaltlang (Dawrkawn), Aizawl -796012) must appear distinctly on top of the sealed envelope. Further, on sealed envelope, the following are to be written: "Proposals for Supply of Chemicals/Glassware/Plasticware at NIT Mizoram" Ref. No. NITMZ/D-21/2016/854; Dated: 25 SEP 2018. Last Date of Submission: 22.10.2018, 5:00 p.m. Proposals will be opened on 23.10.2018 at 3:30 p.m. After evaluation, the successful bidders will be informed on a later date.
- 02. **Validity of Rate Contract:** Quoted rates and discounts will be **valid till 31.03.2019**. Rates quoted shall be firm and fixed till the end of the contract period. No deliberation on change of rates will be considered during the period of this contract. The rate contract may be extended for 1 more year upon mutual consent. In such cases, the same percentage of the discount quoted shall be applicable on the revised catalogue only after the submission of revised catalogue (i.e., catalogue for 2019-20).
- 03. A firm may quote either for any of the category (Chemicals/Glassware/Plastic Wares) or for more than one category based on their preference. **Separate proposals must be submitted for each categoryand they should include separate DD for each category.**
- 04. The firms shall indicate discount offered on catalogue price 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 discount offered in words will prevail. Usage of "White ink" to erase and then rewrite the discounts will not be accepted. Bidders are advised to strike out wrong entries and rewrite clearly beside them. In such cases, the bidder shall have to sign and place their official seal for every corrected entry.

- 05. The firms must attach a copy of the GST/CST/VAT/TIN No. and Circle code (as applicable as per latest orders of Govt.), failing which the quotation will be rejected.
- 06. All documents submitted should be self-attested with seal of the firm.
- 07. Firms must unconditionally accept all terms and conditions stipulated in this Notice. They should submit signed copy of Proposal Form (Annexure-II) in the letterhead of the firm.
- 08. **Late and delayed submission of proposals:** Late and delayed submission 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.
- 09. **Submission of Compliance Certificate:** Duly filled and signed Compliance Certificate (as per format at Annexure-I) must be submitted along with the other documents.
- 10. The submitted documents are not transferable and the seal and signature of the authorized official of the firm(s) must appear on all the papers submitted.
- 11. At any time prior to the date of submission of proposals, NIT Mizoram may, for any reason, either of its own or in response to a clarification from an interested firm, modify the Notice by an amendment / corrigendum. Any such amendment / corrigendum will be duly notified in the Institute's website. Interested firms are advised to check the Institute's website. To provide reasonable time to take the amendment into account in preparing the documents, NIT Mizoram may extend the date and time for submission of proposals.
- 12. The acceptance of the proposals will rest solely with the Director, NIT Mizoram, who, in the interest of the Institute, is not bound to accept the lowest quotation / highest discount, offered and reserves the right to reject or partially accept any or all the proposals received without assigning any reasons.

TERMS & CONDITIONS:

- 01. Prices for any items (if quoted) should be in Indian Rupees only.
- 02. Rates/discounts quoted should be on DOOR DELIVERY, NIT Mizoram basis. The rate is inclusive of packing, forwarding and transportation.
- 03. **Discounts** offered shall be clearly mentioned in terms of **percentage** on the **manufacturer's price list**.
- 04. **Special discount(s)**, if any, applicable to the Institutions aided by the Government of India should be quoted separately.
- 05. **Authorized dealers** quoting for the supply **should attach authorization letter** from the manufacturers.
- 06. **List of other IITs/NITs and other reputed academic Institutions** where similar supplies under rate contract have been made in last three financial years (i.e., 2017-18, 2016-17 and 2015-16) are to be attached.
- 07. **The rate contract** can be terminated at any time by giving one month's notice from either side. However, if the selected supplier(s) fail(s) to comply with the terms

and conditions of the contract, then the Institute is empowered to terminate the contract with short notice of one week.

- 08. If the rate contract is signed at a lower price with any other organization in Mizoram after award of contract by NIT Mizoram, the firm(s) must supply the items/materials under the rate contract at those rates.
- 9. Either the Soft copy of the Product Catalogue and Price list (in CD) or hard copy (in bound form) should be submitted in the envelope.
- 10. The bidder shall provide separate price list (both hard and soft copies) in case of imported consumables. NIT Mizoram has got Excise Duty Exemption Certificate issued by DSIR, Ministry of Science and Technology, Govt. of India.
- 11. Discount on bulk chemicals and fine chemicals may be indicated separately.
- 12. **Distributorship Certificate:** Sole selling Agents/ Distributors of a particular make should submit a Certificate from their Principals to the effect that they are the authorized Agents of the manufacturers and that they are authorized to import and supply to NIT Mizoram.
- 13. Bidders are requested to mention the catalogue No., Part No., and Model No and Make wherever required.
- 14. **Loss, Damage and Shortage**: The firm shall be responsible for any loss, damage and shortage during transit. Payment shall be made for materials received in good conditions only. Any damage or shortage noticed on delivery, the same must be replaced within 14 (Fourteen) days after intimation.

15. **Delivery**:

- (a) **Time Limit:** Maximum within 30 (Thirty) days from the date of issue of purchase orders.
- (b) **Safe Delivery:** All aspects of safe delivery shall be the exclusive responsibility of the vendor.
- (c) **Part Delivery:** Acceptance of part delivery shall be a prerogative of the Institute.
- (d) **Penalty for delay in delivery:** The date of delivery should be strictly adhered to otherwise the Director, NIT Mizoram reserves the right not to accept delivery in part or full.
- 16. **Statutory levy increases** like taxes, duties, etc. if any during the period of contract, will be allowed extra on submission of documentary evidence.
- 17. **GST deduction:** GST deduction as per Order/ Notification of the Govt. will be applicable. Suppliers must clearly mention the GST amount in their bills. If the supplier furnishes a Tax Clearance Certificate from appropriate authority, no GST will be deducted.
- 18. **Payment**: 100% payment within 30 (thirty) days from date of delivery and acceptance.
- 19. **Conditional proposals not acceptable:** All the terms and conditions mentioned herein must be strictly adhered to by all the firms. Conditional proposals shall not be accepted on any ground and shall be rejected straightway. Conditions mentioned in the proposals submitted by vendors will not be binding on NIT Mizoram.

- 20. **Enquiry during the course of evaluation not allowed**: No enquiry from the firm(s) shall be entertained during the course of evaluation of the proposals till final decision is conveyed to the successful firm(s). However, the Institute Authorities may make enquiries/seek clarification from the firm(s). In such a case, the firm(s) must extend full co-operation. The firm(s) may also be asked to produce samples or arrange demonstration of the offered items, in a short period of notice.
- 21. **Force Majeure**: 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(fifteen) days from the date of such an event in writing to the other party, and the events referred to are as follows:
- (a) Any law, statute or ordinance, order action or regulations of the Government of India,
- (b) Any kind of natural disaster, and
- (c) Strikes, acts of the Public enemy, war, insurrections, riots, lockouts, sabotage.
- 22. **Termination for default:** Default is said to have occurred
- (a) If the item or any of its component is found having poor workmanship, faulty designs, poor performance and bad quality of materials used.
- (b) 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 NIT Mizoram.
- (c) If the supplier fails to perform any other obligation(s) under the contract.

Under the above circumstances NIT Mizoram may terminate the contract / purchase order in whole or in part. In addition to the above, NIT Mizoram may at its discretion also take the following actions: NIT Mizoram may procure, upon such terms and in such manner, as it deems appropriate, goods like the undelivered items/products and the defaulting supplier shall be liable to compensate NIT Mizoram for any extra expenditure involved towards goods and services obtained.

23. Applicable Law:

- (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 Aizawl / India only.
- (b) Any dispute arising out of this purchase 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.

Sd/-(DR. LALTHANCHAMI SAILO) Registrar, NIT Mizoram

Encl.: Annexure-I (Compliance certificate), Annexure-II (Proposal Form) & Annexure-III (Format of Financial Bid)