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

Tel:- 0389-2391236 (O)

Ref. No. NITMZ/RP-10/ 2016/   **Date: 21/10/2019**

NOTICE INVITING WORK TO BE OUTSOURCED UNDER DST - NANOMISSION PROJECT TO BE CARRIED OUT AT YOUR LOCATION

NIT Mizoram invites sealed notices (Technical bid and Financial bid) from established vendors/institutes to perform work to be outsourced as detailed below-

Sl No.	Reference No.	Items	Qty
01.	As given above	**OUTSOURCING WORK UNDER DST - NANOMISSION Project AT NIT MIZORAM, AIZAWL**	**One**

Interested bidders/firms may download the form from the institute website www.nitmz.ac.in. The duly filled in form along with supporting documents should be submitted to **NIT Mizoram**.

1. Last date & Time for Submission: **13-11-2019 (02.00 PM)**
2. Date/Time for Opening of Tech. Bids: **13 -11-2019 (03.30 PM)**
3. Evaluation of Financial bids for technically qualified bidders: 15-11-2019

VENUE OF BID OPENING : BLOCK III, NIT MIZORAM, AIZAWL

BID INSTRUCTION:

01. Quotations 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 "NOTICE FOR WORK TO BE OUTSOURCED from NIT MIZORAM".** The address of the firm submitting the quotation and the Officer to whom the quotation is addressed must appear distinctly on sealed covers. Further, on sealed cover, the following are to be written:

   Ref. No. NITMZ/RP-10/2016   **Date: 21/10/2019**

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

PART-1: TECHNICAL BID

1. NOTICE ENQUIRY NO (Ref: No. NITMZ/RP-10/2016 date:____21/10/2019)
   WORK TO BE OUTSOURCED from NIT MIZORAM.
2. DUE DATE OF OPENING **–** ____13 -11-2019____
3. NAME OF BIDDER:

<div align="center">**PART-2:PRICE BID**</div>

1. NOTICE ENQUIRY NO (Ref: No. NITMZ/RP-10/2016 Date: <u>21/10/2019   </u>**)**
    WORK TO BE OUTSOURCED from NIT MIZORAM.
2. DUE DATE OF OPENING – <u>   15-11-2019   </u>
3. 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 notice 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's must appear on all the papers and envelopes submitted.

QUALIFICATION REQUIREMENTS

1) The Bidder should have the facility for required experimental setup and instruments to perform the experiments for work being outsourced.
2) The Bidder must allow the PI of the project or any allied member of the project authorized by the PI from NIT Mizoram to perform the work to be outsourced at the Bidders location.

NIT TERMS & CONDITIONS:

1) **Rates:** Rates quoted in the **Price Bid** should be based **on the work/experiments to be outsourced**.
    Bidders shall indicate their rates in clear/visible figures as well as in words and shall not alter/overwrite/make cutting in the notice. In case of a mismatch, the rates written in words will prevail.

2) **Validity of Offer:** Quoted rates must be valid for **60 days** from the date of notice.

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

4) **GST:** As applicable.

5) **Late and delayed offer**: Late and delayed offer 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.

6) **Payment**: Payment will be made after successful completion of the experiments from time to time as required during the tenure of the project.

7) **Evaluation of Bids:**

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 perform work to be outsourced as total quantities or in part thereof. Notwithstanding the above, NIT Mizoram 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) The bidder is not eligible

8) **Enquiry during the course of evaluation not allowed**: No enquiry from the bidder(s) shall be entertained during the course of evaluation of the notice till final decision is conveyed to the successful bidder(s). However, the 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.

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

10) **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 work to be outsourced 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.

<u>Enclosure:</u> **GENERAL CONDITIONS OF WORK TO BE OUTSOURCED CONTRACT, ANNEXURE-I, ANNEXURE-II, ANNEXURE-III, ANNEXURE-IV**

REGISTRAR
NATIONAL INSTITUTE OF TECHNOLOGY MIZORAM

GENERAL CONDITIONS OF WOK TO BE OUTSOURCED CONTRACT

1) **Definitions**

In this Work to be Outsourced 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 fulfilment 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.

"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.

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, contractors, agencies and consultants, if any, observe the highest standard of ethics during the work outsourced 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 work to be outsourced process or in contract execution;

      ● "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a work to be outsourced 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 work to be outsourced 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) **Agencies' Responsibilities:** The Agency shall possess the equipment and facility for conducting work to be outsourced as required under the project.

5) **Outsourcing Terms:** The Agency is required to give detailed break-up of cost of each part of the work to be outsourced so that NIT Mizoram can select whichever outsourcing work is required at a particular time during the project period.

6) **Contract price:** Prices charged by the Agency for the Outsourcing Services performed under the Contract shall not vary from the prices quoted by the Agency in its bid.

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

8) **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:
      - The Services to be provided by the Agency.
      - The place of work to be made available for the PI or PI's authorised member
   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 work place availability 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.

9) **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.

10) **Extension of time :** Duration of the project is fixed and extension is not applicable

11) **Penalty clause:** If the Agency fails to abide by the clauses of the Contract at any point of time during the Contract period, NIT Mizoram shall, without prejudice to its other remedies under the Contract reserves the right to deduct amount proportion to the remaining experimental work to be carried out.

12) 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, however, dispute arises, the venue of the arbitration shall be the place from where the order is issued.

    3) 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.

13. 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.

14. 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.

Annexure –I (A)

Notice No: _____ Dated: _____

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

Sl. No.	NIT Terms and Conditions	Yes/No
1.	Equipment avilable with the vendor	
2.	Experimental facility and workable place will be provided	
3.	PI or PI's authorised member may be allowed to perform the work to be outsourced	
4.	Anyone/all of the listed outsourcing activity may be chosen by the PI at a particular time	
5.	Applicable law terms agreed	

Signature with Seal:………………..

Vendor: M/s……………………….

Annexure –I (B)

Notice No: _____   Dated: _____

B. <u>COMPLIANCE CERTIFICATE FOR NIT TERMS</u>
(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 60 days agreed	
3.	**Payment** term agreed	

Signature with Seal:………………..

Vendor: M/s………………………

Annexure –I (C)

Notice No: _____   Dated: _____

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

Item Sl. No.:		
Sl.No	**Name of Work to be Outsourced**	**Complied (Yes/No)**

Signature with Seal: ….……………

Vendor: M/s………………………

ANNEXURE-II

WORK TO BE OUTSOURCED UNDER DST - NANOMISSION PROJECT AT YOUR LOCATION

Sl No.	Name of Work to be Outsourced	Equipments required
01.	Work to be Outsourced for the project is based on the experimental need. The experiments to be carried out as Work to be Outsourced are: 1. Sample preparation/fabrication 2. Electrolysis of sample prepared 3. Coin cell testing 4. Fabricated sample analysis using related software for spectral view 5. Spectro-electrochemistry. 6. Light intensity measurements	1. Electrolysis set up 2. Coin cell testing and characterisation set up 3. Spectro-electrochemistry set up 4. UV-VIS measurements

ANNEXURE-III

BID SUBMISSION FORM

Notice No: _____   Dated: _____

NAME OF WORK: WORK TO BE OUTSOURCED UNDER DST - NANOMISSION PROJECT AT YOUR LOCATION.

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 **WORK TO BE OUTSOURCED UNDER DST - NANOMISSION PROJECT AT YOUR LOCATION** in conformity with conditions of contract and said specifications. We undertake to abide by this Bid for a period of 60 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. 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: ....

ANNEXURE-IV

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

NOTICE No: _____   **Dated:** _____

NAME OF WORK: WORK TO BE OUTSOURCED UNDER DST - NANOMISSION PROJECT AT YOUR LOCATION.

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 invitation notice for work to be outsourced. 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.	Fulfilment of Qualification Criteria		
2.	Clause by Clause compliance in the form of signing and stamping all the pages of bid document by authorized person(s)		
3.	Compliance to specifications I (A) & (B)		
4.	Power of Attorney/ Partnership Deed/ Authorization certificate		
5.	Certificate of Incorporation/ Firm registration certificate		
6.	Latest Income Tax Return with PAN		
7.	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……………………..