



NATIONAL INSTITUTE OF TECHNOLOGY

(Established by: Ministry of Human Resources Development, Govt. of India)

Yupia, District Papum Pare, Arunachal Pradesh – 791112

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No. NIT/AP/MOEF/GBPIHED/2016-17 / 137

Date: 24.04.2019

SUBJECT:- Notice inviting quotation for Chemicals and Consumable items for Department of Biotechnology Project NIT/AP/MOEF/GBPIHED/2016-17

Dear Sir/Madam,

The Research and Development Cell, NIT Arunachal Pradesh, invites quotation for supply of **Chemicals and Consumable items for Department of Biotechnology Project NIT/AP/MOEF/GBPIHED/2016-17** as per details at ANNEXURE-I. The quotation is to be submitted in single bid as per format at Annexure II and addressed to The Dean, Research and Development, National Institute of Technology Arunachal Pradesh, Arunachal Pradesh, Yupia-791112. The quotation must be submitted **on or before 02.05.2019**.

TERMS & CONDITIONS:

1. **Rates:** Rates quoted for indigenous items should be on **FOR NIT Arunachal Pradesh, on DOOR DELIVERY basis**, with break-ups as per details indicated in the bid format at **Annexure II**. Vague terms like "packing, forwarding, transportation etc. extra" without mentioning the specific amount will not be accepted. In case of a mismatch, the rates written in words will prevail.
02. **Important date, time and place:**
 - (a) **Last date & time of submission: 02.05.2019, 03:00 PM.**
 - (b) **Date & time of opening: 03.05.2019, 11:00 AM.**
 - (c) **Place of opening quotations: Department of Biotechnology, NIT-Arunachal Pradesh.**
 - (d) **Late and delayed tender:** Late and delayed tender will not be accepted.
 - (e) **Unscheduled Holiday:** In case any unscheduled holiday occurs on the prescribed closing/opening date the next working day shall be the prescribed date of closing/opening.
03. **Validity of Quotation:** Quoted rates must be valid for **60 days** from the last date of submission of quotation.
04. **Warranty :** The quoted item, in case of equipment and components, must be warranted for a minimum of one year.
05. **Literature a must :** In case of equipment printed technical leaflet/literature must be submitted. The model and specifications quoted should **invariably be highlighted** in the leaflet/literature for easy reference.
06. **Vendor detail:** Vendor and their nearest service centre details must be provided as per format at **Annexure III**
07. **Dealership Certificate :** Dealers or Agents quoting on behalf of Manufacturer must enclosed valid dealership certificate.
08. **Quality Certificates :** Valid certificate to prove that the products are genuine and of International standard, as applicable must be enclosed.
09. **Delivery:**
 - a) **Time Limit:** Maximum within 45 (forty-five) days from the date of issue of purchase order.
 - b) **Safe Delivery:** All aspects of safe delivery shall be the exclusive responsibility of the vendor. 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.
 - c) **Insurance:** The supplier is to establish 'All Risk Transit Insurance' coverage till door delivery at NIT Arunachal Pradesh.
 - d) **Part Delivery:** Part delivery is not allowed.
 - e) **Penalty against delay delivery:** The date of delivery should be strictly adhered to otherwise the Director, NIT-AP reserves the right not to accept delivery in part or full.
10. **Genuine Pricing :** Vendor is to ensure that quoted price is not more than the price offered to any other customer in India to whom this particular item has been sold, particularly to NIT/Institutes and other Government Organization.
11. **Conditional tenders not acceptable:** All the terms and conditions mentioned herein must be strictly adhered to by all the vendors. Conditional tenders shall not be accepted on any ground and shall be rejected straightway. Printed conditions mentioned in the tender bids submitted by vendors will not be binding on NIT-AP.
12. **Road Permit:**
 - (a) **Road permits:** Road Permits (Waybills) shall be issued as applicable for delivery of materials against receipt of Order Acknowledgement and Proforma Invoice.

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Dean (R&D)
NIT, Arunachal Pradesh

13. GST:

- (a) Up-to-date Sales Tax clearance certificate, GST Registration Certificate indicating also the GSTIN number of the firm must be clearly mentioned in the quotation, Certificates must be enclosed.
- (b) GST Deduction at source as per Order/notification of the Govt. of India will be applicable.
- (c) GST No of NIT Arunachal Pradesh is **12SHLN01387B1D4**.
- (d) HSN/SAC No of the items must be clearly mentioned in the quotation along with GST No.
- (e) **As per Notification No. 45/2007-Central Tax (Rate) dated 14.11.2017 and 47/2017-Integrated Tax (Rate) dated 14.11.2017, issued by Ministry of Finance, NIT Arunachal Pradesh will avail 5% GST rate, on the items, as mentioned in the notification.**

14. Payment:

- (a) 100% Payment within 45 days from the date of successful delivery, installation and commissioning/ acceptance of goods at NIT Arunachal Pradesh, generally through A/c payee cheque. **OR**
- (b) 90% Payment against delivery and 10% payment after successful installation and/ or commissioning of the ordered goods at site. **(Please note as per Institute's norm advance payment is not allowed for indigenous purchase).**

16. Enquiry during the course of evaluation not allowed: No enquiry shall be made by the bidder(s) during the course of evaluation of the tender till final decision is conveyed to the successful bidder(s). However, the Purchase Committee or its authorized representative (NIT Arunachal Pradesh) can make any enquiry/seek clarification from the bidders. In such a situation, the agency shall extend full co-operation. The bidders may also be asked to arrange demonstration of the offered items, in a short period notice, as such the bidders have to be ready for the same.

16. Earnest Money:

If the quoted value is above Rs.5 Lakhs an Earnest Money Deposit (EMD) for **2.5%** of the quoted value in the form of Bank Guarantee **OR** an Account payee Demand Draft **OR** Fixed Deposit Receipt from a Commercial bank in favour of the Registrar, NIT Arunachal Pradesh, will have to be submitted along with the quotation. Offers received without Earnest Money or valid Certificate shall be summarily rejected. EMD of unsuccessful bidder will be returned within one month of placement of Purchase Order. In case of the successful bidder the EMD will be returned on receipt of the PBG.

Submission of EMD is exempted under the following conditions: (i) If the quoted value is less than Rs.5 Lakhs.

(ii) Firms which are specifically registered for the required items with DGS&D or with NSIC. Copy of valid registration must be enclosed along with the quotation. (iii) Vendors have successfully executed two Purchase Orders in the last three Financial Years in NIT Arunachal Pradesh, copies of the PO must be enclosed.

17. Performance Bank Guarantee

If PO value is above Rs.5 Lakhs, the successful bidder, to whom the PO is placed, shall furnish an unconditional Performance Bank Guarantee from a scheduled Bank of India, for 10% of the Purchase Order value, within 21 days of placement of order. Other normal Institute guidelines on PBG shall apply in this case.

17. Acceptance of quotations: The acceptance of the quotation will rest solely with the Director, NIT-AP, 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.

18. 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 days from the date of such an event in writing to the other party, and the events referred to are as follows:

- I) any law, statute or ordinance, order action or regulations of the Government of India,
II) Any kind of natural disaster, and
III) Strikes acts of the Public enemy, war, insurrections, riots, lockouts, sabotage.

19. Termination for default: Default is said to have occurred

- (a) If the equipment 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.
- (c) If the supplier fails to perform any other obligation(s) under the contract.

(d) Under the above circumstances NIT may terminate the contract / purchase order in whole or in part. In addition to above, NIT may at its discretion also take the following actions: NIT may procure, upon such terms and in such manner, as it deems appropriate, goods similar to the undelivered items/products and the defaulting supplier shall be liable to compensate NIT for any extra expenditure involved towards goods and services obtained. Besides, the Director, NIT-AP, reserves the right to impose any other form of penalty as deemed fit including blacklisting of the vendor.

20. 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 Guwahati or India only.

(b) Any dispute arising out of this purchase shall be referred to the Director NIT Arunachal Pradesh, 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.

(_____) (S&P)

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Dean (R&D)
NIT, Arunachal Pradesh

