

National Institute of Technology Meghalaya
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Meghalaya, India

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Ref. No.- NITMGH/ES/Rate Contract/Lab Con/2022-23/26

Date: 07-04-2022

**“EXPRESSION OF INTEREST FOR EMPANELMENT AS SUPPLIERS OF CHEMICALS,
GLASSWARE, PLASTIC WARES AND SCIENTIFIC CONSUMABLES UNDER RATE
CONTRACT AT NIT MEGHALAYA”**

NIT Meghalaya invites sealed Expression of Interest (EOI) from reputed Manufacturers / Authorized Dealers for empanelment as suppliers of chemicals, glassware, plastic wares and scientific consumables under Rate Contract **for the period of three years w.e.f. the start date.**

Last date for submitting the EOI to the undersigned is on or before **1:00 p.m. on 09.05.2022.**

INSTRUCTIONS:

1. EOIs are to be submitted in single sealed envelope.
2. The address of the firm submitting the EOI and the Officer to whom the EOI is addressed must appear distinctly on sealed covers. Further, on sealed cover, the following are to be written:

**“EXPRESSION OF INTEREST FOR EMPANELMENT AS SUPPLIERS OF CHEMICALS,
GLASSWARE, PLASTIC WARES AND SCIENTIFIC CONSUMABLES UNDER RATE
CONTRACT AT NIT MEGHALAYA”**

Ref: NITMGH/ES/Rate Contract/Lab Con/2022-23/26

Date: 07.04.2022

LAST DATE OF SUBMISSION: 1:00 p.m. on 09.05.2022.

EOIs will be opened on the same day at 3:00 p.m. After evaluation, the successful bidders will be informed on a later date.

3. **Validity of Rate Contract:** The period of contract shall initially be for a period of one year with effect from date of issue of contract order and is extendable for one more year on satisfactory performance, under the same terms and conditions or with such amendments as may be mutually agreed to, and also subject to the necessary approval of the Competent Authority. The entire period of contract shall not exceed three years, unless otherwise required.
4. 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.
5. If there is any change in catalogue price offered by original manufacturer, the vendors need to submit the new catalogue with an application to the Institute authority. However, the discount offered shall remain same as per original rate contract.

6. The firms must attach a copy of the GST Registration Certificate, failing which the quotation will be rejected. All future correspondences including invoices should bear the GST No. and Circle code.
7. All documents submitted should be self-attested with seal of the firm.
8. Firms must unconditionally accept all terms and conditions stipulated in this Notice and all pages of the Notice, including all enclosures should be numbered and must be duly filled in, signed and stamped by the authorized representative(s). EOIs received without a copy of the Notice duly signed and sealed on all pages will be rejected.
8. **Late and delayed submission of EOI:** Late and delayed submission of the EOI 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.
9. **Submission of Compliance Certificate:** Duly filled and signed Compliance Certificate (as per format 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 and envelopes submitted.
11. At any time prior to the date of submission of Expression of Interest, NIT Meghalaya 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 notified through the Institute's website only.** Interested firms are advised to check the Institute's website every now and then for any amendment / corrigendum. In order to provide reasonable time to take the amendment into account in preparing the documents, NIT Meghalaya may extend the date and time for submission of EOIs.
12. The acceptance of the EOIs will rest solely with the Director, NIT Meghalaya, 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 EOIs received without assigning any reasons.

TERMS & CONDITIONS:

1. Prices quoted should be in Indian Rupees only.
2. Rates/discounts quoted should be on DOOR DELIVERY, NIT Meghalaya basis. In case the Institute shifts to Sohra, the vendors shall have to supply the goods accordingly at Sohra. The discount rates once approved by the Competent Authority shall be firm and fixed during the period of contract.
3. **Discounts** offered shall be clearly mentioned in terms of percentage on the manufacturer's price list.
4. **Special discount(s)**, if any, applicable to the Institutions aided by the Government of India should be quoted separately.
5. Vague terms like "packing, forwarding, transportation, etc. extra" without mentioning the specific amount will not be accepted. Such offers shall be treated as incomplete and rejected.
6. Authorized dealers quoting for the supply should attach authorization letter from the manufacturers to ensure prompt supply.
7. **List of other IITs/NITs and other reputed academic Institutions** where similar supplies under ratecontract have been made in last three financial years are to be attached.
8. 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.

9. If the rate contract is signed at a lower price with any other organization subsequent to award of contract by NIT Meghalaya, the firm(s) must supply the items/materials under the rate contract at those rates.
10. **Authenticated soft copy of the Product Catalogue and Price list** should be submitted along with one hard copy of printed Pricelist and Catalogue to NIT Meghalaya.
11. The bidder shall provide separate price list (both hard and soft copies) in case of imported consumables. NIT Meghalaya has been issued the Excise Duty Exemption Certificate by DSIR, Ministry of Science and Technology, Govt. of India.
12. Discount on bulk chemicals and fine chemicals shall be indicated separately.
13. **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 Meghalaya.
14. Please mention the catalogue No., Part No., and Model No. and Make wherever required.
15. **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 7 (seven) days after intimation.
16. **Delivery:**
 - (a) **Time Limit:** Maximum within 15 (fifteen) 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 Meghalaya reserves the right not to accept delivery in part or full and also to impose penalty, as deemed fit, for the delay.
17. **Statutory levy increases** like taxes, duties, etc. if any during the period of contract, will be allowed extra on submission of documentary evidence.
18. **Payment:** 100% payment within 30 (thirty) days from date of delivery and acceptance.
19. **Conditional EOIs not acceptable:** All the terms and conditions mentioned herein must be strictly adhered to by all the firms. Conditional EOIs shall not be accepted on any ground and shall be rejected straightway. Conditions mentioned in the EOIs submitted by vendors will not be binding on NIT Meghalaya.
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 EOIs 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 chemicals or consumables are found to be of bad quality, bad packaging, leaking or broken.
- (b) If the equipment or any of its component is found having poor workmanship, faulty designs, poor performance and bad quality of materials used.
- (c) 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 Meghalaya.
- (d) If the supplier fails to perform any other obligation(s) under the contract.

Under the above circumstances NIT Meghalaya may terminate the contract / purchase order in whole or in part. In addition to the above, NIT may at its discretion also take the following actions: NIT Meghalaya 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 Meghalaya 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 Shillong / India only.
- b) Any dispute arising out of this purchase shall be referred to the Director, NIT Meghalaya, 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/-
Registrar

Encl.: ANNEXURE-I, ANNEXURE-II

ANNEXURE -I

COMPLIANCE CERTIFICATE

(To be enclosed along with the Quotation)

Sl. No.	NIQ Terms and Conditions	Yes/No
1.	Discounts quoted as per instruction	
2.	Payment term agreed	
3.	Delivery terms agreed	
4.	Authorized Dealership / distributorship certificate (in case of dealers/agents) provided	
5.	Manufacturer certificate provided (if applicable)	
6.	Applicable law terms agreed	
7.	Copies of purchase orders issued by IITs/ NITs/ etc submitted	
8.	GST Certificate provided	
9.	Distributorship Certificate (if applicable) provided	
10.	Soft copy and hardcopy of Product Catalogue and Price list submitted as instructed	

Signature with Seal:.....

Name of Supplier/Firm:

ANNEXURE –II

Format of Financial Bid

(to be submitted in the Bidder’s letterhead)

Soft copy should be submitted in the following format

Category	Cat. No.	Description	Make/ Brand/ Mark	Unit	Rate in Rupees	Percentage of discount		Special discount	
						Figures	Words	Figures	Words

Certified that the Price List/Product Catalogue of M/s. (Name of the company)_____for Item Sr. No._____, submitted against Rate Contract Notice No. NITMGH/ES/CY Lab./Cons./.....dated.....2018 for the year 2019-21 is uniform price list throughout the territory of India and we are not giving higher discount to any other Institute/Department, etc.

We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions.

Signature with Seal:.....

Name of Supplier/Firm:

Address.....

Phone/ Mobile No.

Email

Date