

 STORE & PURCHASE	NETAJI SUBHAS INSTITUTE OF TECHNOLOGY (Affiliated to University of Delhi) An Autonomous Institute of Govt. of NCT of Delhi Azad Hind Fauj Marg, Sector-3, Dwarka, New Delhi-110078 Phone No. +91-11-25099050 – Ext.- 2318, Fax No. +91-11-25099022 Website: http://www.nsit.ac.in
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Notice Inviting Tender For Rate Contract of Chemicals, Plasticwares & Glasswares for Experimental Work at Division of Biological Sciences & Engineering of NSIT for years 2017-18 & 2018-19

Tender ID : 2017 NSIT 134465
Tender Enquiry No. : 189(OT)/2016-17/PUR/NSIT
Dated : 14.08.2017
Due Date for Submission : 07.09.2017

Online tenders are invited under Two-Bid systems (Technical & Financial Bid) through e-procurement from the GST registered suppliers fulfilling the eligibility criteria for Rate Contract with suppliers to provide Chemicals, glassware and plastic ware at Division of Biological Sciences and Engineering, NSIT premises.

Name of Work	Rate Contract for procurement of Chemicals, Plastic wares & Glassware for Experimental Work at Division of Biological Sciences & Engineering of NSIT for years 2017-18 & 2018-19
Estimated Cost of the Tender	Rs. 1,02,50,000 (Approx.)
Earnest Money Deposit (EMD)-Refundable	Rs. 62,500 (for Glassware); Rs. 50,000 (For Plastic wares); Rs. 92,500 (For Chemicals)
Date of Release of Tender	14.08.2017 at 6.00 p.m.
Last date and time for downloading of Tender	07.09.2017 at 6.00 p.m.
Last date and Time for Online Submission/Uploading of Bids	07.09.2017 at 6.00 p.m.
Date and Time for Opening of Technical Bids	08.09.2017 10.00 a.m.
Date and Time for Opening of Financial Bids of the Technically Qualified Bidders	It will be announced on the above portal after evaluation of technical bids

Note: To participate in E-tendering process, the bidder has to register with Delhi Govt. portal at <http://govtprocurement.delhi.gov.in> and can be seen on Institute's web site <http://www.nsit.ac.in>

Assistant Registrar (Store & Purchase)
Netaji Subhas Institute of Technology

Estimated Cost of Supply:

S.No.	Items	Estimated Budget (INR)		Total (INR)
		2017-18	2018-19	
1.	Glasswares	14,25,000/-	17,00,000/-	31,25,000/-
2.	Plasticwares	12,00,000/-	13,00,000/-	25,00,000/-
3.	Chemicals & Other Special Reagents	21,25,000/-	25,00,000/-	46,25,000/-
	Total	47,50,000/-	55,00,000/-	1,02,50,000/-

A bidder who wants quote for more than one category shall have to furnish the EMD for all those categories.

For example, a bidder wants to quote for glasswares and plasticwares, that bidder is required to furnish the EMD for Rs. 1,12,500 (Rs. 62,500 + Rs. 50,000)

ELIGIBILITY CRITERIA

The bidder must have successfully completed the overall supply of similar items to the government departments, universities, colleges, autonomous institutions, PSUs during last three years ending 31.12.2016 for an amount of not less than 50% of the estimated value of the respective category for the financial year 2017-18.

Illustration:

The estimated value for glassware for the financial year 2017-18 is Rs. 14,25,000. Suppose, there are two bidders "X" and "Y". The aggregate value of various supplies of glassware made by "X" and "Y" to government departments, universities, colleges, autonomous institutions, PSUs during the period of three years ending on 31.12.2016 is:

X = Rs. 8,00,000/-

Y = Rs. 7,00,000/-

In this case, X is eligible as his aggregate value of supplies of similar items exceeds 50% of Rs. 14,25,000 whereas Y is disqualified because the aggregate value of supplies of similar items is less than 50% of Rs. 14,25,000.

Similar items means:

1. For glassware: Glassware meant for experimental work in laboratories
2. For plasticware: Plasticware meant for experimental work in laboratories
3. For Chemicals: Chemicals/Reagents/Solvents/Assay kits meant for experimental work in laboratories

DOCUMENTS OF TECHNICAL BID & FINANCIAL BID

A. Technical Bid must contain the following Documents:-

1. Scanned Copy of Earnest Money Deposit (EMD) for the Amount as given below:
For Glasswares: Rs. 62,500/-
For Plasticwares: Rs. 50,000/-
For Chemicals: Rs. 92,500/-

EMD should be submitted through Electronic Funds Transfer (EFT) Method only i.e. ECS/RTGS/NEFT as specified in clause **26** of Terms & Conditions of Tender Document.
2. Self attested copy of Pan Card.
3. Self attested copy of GST No.
4. An undertaking to the effect that the firm has not been black listed by any of the government department during last 03years i.e. financial years 2014-15, 2015-16 & 2016-17.
5. Self attested copy of the bank details of the firm to release the payment and EMD in the format given in **clause 30** of Terms & Conditions of Tender Document.
6. Self attested copy of each page of tender document except price bid/BOQ, as acceptance to terms & conditions of tender.
7. Self attested copy of Supply Orders issued by the respective government departments, universities, colleges, autonomous institutions, PSUs.
8. Scanned copy of an Affidavit on Rs 100/- non-judicial stamp paper in the format as given in **Annexure-1**.
9. Self attested list of customers from government departments, universities, colleges, autonomous institutions, PSUs for whom the copies of supply orders has been uploaded (as per **Annexure-2**).
10. Checklist for the Technical bids is at **Annexure-3**.

NOTE: The original affidavit shall be submitted to the Assistant Registrar (S&P) within a period of 7 days from the last date of submission of bids.

- B. Financial Bid: - The Financial Bid will contain only BOQ which shall be duly filled, signed and then uploaded on e-tender portal in PDF format.**

TERMS AND CONDITIONS

1. The Bidder must be registered as a dealer under GST.
2. In the event of specified date of opening of tender is declared a holiday, the tender shall be opened at the same place and same time on the next working day.
3. Incomplete or wrong information will disqualify the tender.
4. **The bidders shall offer the discount on the price list of respective manufacturers as applicable on the last date of submission of tenders. Subsequently, whenever any manufacturer changes the Price List, the same discount shall be applied on such revised Price List. The contractor/supplier shall provide the authenticated Price List to the satisfaction of the institute at the time of actual supply to calculate the net rate payable.**
5. The Contract shall be valid initially for a period of two years which can be extended for one more year on same discount, terms & conditions if the performance of the contractor/supplier is found to be satisfactory.
6. Items shall be strictly as per make & brand as mentioned in this tender document.
7. The Technical Bids will be opened first on the date mentioned above and the Financial Bids will be opened later on, for such tenderers who qualify in Technical Bid.
8. Destination: The material shall be delivered at the designated site in the Division of Biological Sciences and Engineering, NSIT as specified in the purchase order.
9. Time of Delivery:- The standard time for delivery will be 4 weeks. In case, the items are not available for some reason within the country and required to be imported, the delivery time can be extended to a maximum of 8 weeks. Items, whose storage is not prescribed at Room Temperature, shall be supplied in proper packing with Ice/Dry Ice as per sample storage temperature conditions.
10. Penalty: - If the agency fails to supply the requisitioned material within time frame as specified in Clause 9, then a penalty @ 0.5 % per week or part of week of the contract value of the items, which could not be supplied timely, shall be levied. The maximum penalty can not exceed 10% of the overall contract amount.
11. **If the agency fails to comply the obligation of contract, the Institute authority reserves the right to blacklist the firm. The proceeding of black listing shall be initiating by the NSIT as per the government norms.**
12. 100% payment shall be made within 30 days through NEFT/RTGS/ECS after the delivery of material in good and prescribed conditions.
13. Consignee: Concerned Lab In-charge, Division of Biological Sciences and Engineering, NSIT.
14. The NSIT authority reserves the right to accept or reject any or all tenders without assigning any reason. However, the bidder can ask the reason for such rejection by furnishing an application in writing in this regard.
15. In all cases of disputes, the decision of the Director, NSIT shall be final and binding on both parties.
16. All the legal disputes are subject to the jurisdiction of the courts in Delhi.
17. The discounted rates shall be inclusive of excise duty, Cartage, loading, unloading etc. nothing extra will be paid except GST as applicable.

- 18. Each and every page of the tender document must be signed and numbered.**
19. Order of the goods- The Institute will place the orders as and when required with respect to quantity and make during the contract period.
- 20. In case, the discount quoted in words & numbers is found to be different, then the discount quoted in words shall prevail.**
21. Any overwriting in the Price Bid is liable to rejection of tender. In case of any cuttings required to be made, the bidder can strike such word/words or number/numbers by one line and write a fresh. Further, every such cutting is required to be authenticated by authorized signatory of the bidder.
22. After evaluating the financial bids, the vendors offering maximum discount on the price list would be awarded the Rate Contract make wise.
23. Validity of Tenders: - The validity of the tender will be for a period of 120 days from the date of opening of the technical bids.
24. The order should be supplied in proper package to protect them from damage and degradation during transport, storage and should be delivered without any damage to the Institute. Any damage to the material during transportation shall be on the contractor's account.
- 25. Bidder shall abide by all the terms & conditions of tender document.**
26. Defective and sub-standard quality of consumables supplied will not be accepted: If quality of any material found inferior, the concerned supplier may be blacklisted for future supplies. Suppliers shall have to take back and replace the rejected materials at their own cost within 15 days of the rejection failing which action as deemed fit will be taken. The Institute shall not be responsible for the safe custody of the rejected materials.
- 27. Earnest Money Deposit:**

EMD must be submitted through ECS/RTGS/NEFT mode only. This amount shall be refunded in the event of rejection of the bid or alternatively adjusted in respect of successful bidder as part of Performance Guarantee. Bank details for Submission of EMD through RTGS/NEFT:

NSIT EMD A/C No.	:	133010029900005
Name of Account Holder	:	Director NSIT A/c N.G. Plan
Name of the NSIT Bank	:	Andhra Bank
IFSC Code	:	ANDB0001330
MICR Code	:	110011034
Bank Address	:	NSIT Branch, NSIT Campus, Sector-3, Dwarka, New Delhi 110078
Bank Code	:	1330
RTGS Timing	:	10:00 AM to 4:00 PM (Monday to Friday) 10:00 AM to 1:00 PM (Saturday)
NEFT Timing	:	10:00 AM to 6:00 PM (Monday to Friday) 10:00 AM to 12:30 PM (Saturday)

In case of RTGS/NEFT mode of payment, Bidders must mention their details in the format as given below:

Details of Bidder (Applicant)	
Account No.	
Name	<NIT No.> <Name of Goods> <Closing date & time of Tender> <Bidder's Name>
Address	<Bidder's Address>

Bidder must upload the scanned copy of RTGS/NEFT Customer Payment Confirmation along with the Bid & Date of payment (RTGS/NEFT date), before the date and time of closing of the bids in a clearly visible form failing which tender shall be treated as canceled.

28. EMD is liable to be forfeited and bid is liable to be rejected, if the bidder withdraws or amends or impairs or derogates from the tender in any respect within the period of validity of the tender.
29. The EMD of all unsuccessful bidders shall be returned after finalization of contract with the successful bidder(s). No interest will be payable by NSIT on the EMD returned to the unsuccessful bidder(s).
- 30. The EMD of the bidder (s) whose offer is accepted will be converted into Performance Guarantee and will be returned after 3months of completion of contract period. However, no interest on EMD shall be payable to the bidders.**
31. **Schedule of Payment:** The 100 % payment will be made within 30 days after receipt of material (in good condition) as specified in the purchase/work order and after satisfaction of the user. All the payments to the contractor shall be made invariably through Electronic Fund Transfer (ECS/RTGS/NEFT) into their designated bank accounts. Therefore, the bank account number with the branch code and mandate needs to be submitted necessarily while submitting the bills/invoice by the successful bidders in following format.

Details of Bidder (Applicant)	
Bank Details	<Account No.> <Bank Name> <Bank Address> <IFSC Code> <RTGS/NEFT Code> <Bank Code>
Bidding Details	<NIT No.> <Name of Goods> <Closing date & time of Tender> <Bidder's Name>
Address	<Bidder's Address>

32. For different items, separate Rate Contracts can be placed to the bidders on the basis of discount offered by them.
- 33. It is not essential for a bidder to quote rates for all items. The interested bidder can quote rates selectively for the items in which the bidder deals.**

34. Misinformation:

If at any time, even after placing the Purchase Order, it was found that the information provided by the vendor in any form about products/company services or any other related matters was incorrect or it was produced in distorted form, the **Performance Guarantee** of the vendor will be forfeited.

If it was found at any time even after placing order to a vendor that some information which was necessary to be disclosed by the vendor to NSIT was not disclosed explicitly, the **Performance Guarantee** will be forfeited.

35. Force Majeure:

In the event of either parties being rendered unable by force majeure to perform any obligations required to be performed, then under the agreement, the relative obligation of the vendor effective by such force majeure shall be suspended for the period during which such case lasts.

The terms force majeure as embodied herein shall mean acts of God, War, riot fire, flood sabotage and acts and regulations of Government.

Upon occurrence of such clause and upon its termination, the vendor alleging that he had been rendered unable as aforesaid hereby, shall notify alleged beginning & ending of such occurrence giving full particulars and satisfactory evidence in support of the claims.

Time for performance of relative obligation suspended by the force majeure shall stand extended by the period for which such case lasts.

If progress of work is suspended by force majeure conditions lasting for more than two months, NSIT Authority shall have the option of canceling the contract in whole or part thereof at its discretion.

36. Arbitration:

If any dispute or difference arises between the parties hereto as to the construction, interpretation effect and implication of any provision of the purchase/work order including the right or liabilities or any claim or demand of any vendor against other or in regard to any other matter under these conditions but excluding any matters, decisions or determination or which is explicitly provided for in the work order, such disputes or difference shall be referred to the sole arbitration of Director, NSIT or that of its nominee. A reference to the Arbitration under this clause shall be deemed to be submission within the meaning of the Arbitration and conciliation Act, 1996 and the rules framed there under for the time being in force. The venue of the Arbitration shall be at Delhi.

Each party shall bear and pay his own cost of the arbitration proceedings unless the arbitrator otherwise decides in the award.

The High Court at Delhi and courts subordinate to it shall have exclusive

jurisdiction in all matters concerning the work order, including any matter arising out of the Arbitration Proceedings or any Award made therein.

26. Indemnity:

The concerned vendor shall always keep NSIT indemnified of any action/damages or other legal proceedings and liabilities that may arise directly or indirectly on NSIT with respect to the systems provided by the concerned vendor to NSIT. Such liability of the concerned vendor shall always survive irrespective of the duration of any agreement made with the concerned vendor.

The vendor will be liable to remove the rejected material within 15 days from receipt of rejection report at his risk and cost failing which NSIT shall not be responsible for its safe custody.

**Assistant Registrar
Store & Purchase, NSIT**

Annexure-1

This is to certify:

1. That the vendor has successfully completed the supply against each of the supply orders uploaded by them for this tender as an evidence of having successfully completed the supply of similar items.
2. That the contents of each of the documents uploaded by the vendor for e-tendering are true and correct.
3. That in case, at any stage, it is found that the vendor had misrepresented or has furnished any false or incorrect information in relation to this tender, then, in such circumstances, **Netaji Subhas Institute of Technology, New Delhi** reserves every right whatsoever to forfeit the Performance Guarantee absolutely (P.G), terminate the contract, blacklist the vendor from participation in tenders at **Netaji Subhas Institute of Technology, New Delhi** in future, circulate such blacklisting to other government departments, universities, college, autonomous institutions, PSUs and sue for damages in accordance with the applicable laws in force at that time.

Signature and seal of
the Authorized Signatory

Annexure-2

Details of Customers for Similar Supplies During Last Three Years ending 31.12.2016

Sl. No.	Name of Customer	Designation of Customer	Organization	Contact No.	Email ID	Supply Order Value (in INR)	Ref. Page In Bid Document

Signature and seal of
the Authorized Signatory

Technical Bid (Check List)

Sl. No.	Particulars of the requirement	Whether Enclosed or not	Remarks
1.	Details of EMD		
2.	Self Attested Copy of GST No.		
3.	Self Attested Copy of PAN Card		
4.	Undertaking in r/o not being blacklisted during F/Y 2014-15, 2015-16 & 2016-17		
5.	Self Attested Copy of the bank details of the firm to release the payment and EMD		
6.	Self attested copy of each page of tender document except price bid/BOQ, as acceptance to terms & conditions of tender		
7.	Self attested copy of Supply Orders issued by the respective government departments, universities, colleges, autonomous institutions, PSUs.		
8.	Scanned copy of an Affidavit on Rs 100/- non-judicial stamp paper in the format as given in Annexure-1 . NOTE: The original affidavit shall be submitted to the A.R.(S&P) within a period of 7 days from the last date of submission of bids.		
9.	Self attested list of customers from government departments, universities, colleges, autonomous institutions, PSUs for whom the copies of supply orders has been uploaded (as per Annexure-2).		

Signature and seal of
the Authorized Signatory

BOQ

Tender Inviting Authority: Assistant Registrar (S&P)

Name of Work: Rate Contract for Chemicals, Glasswares & Plasticwares

Tender ID : 2017_NSIT_134465

Contract No.: 189(1)/2016-17/PUR/NSIT

Bidders Name				
<u>PRICE SCHEDULE</u>				
(This BOQ template must not be modified/replaced by the bidder and the scanned copy of the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)				
S.No.	Particulars of requirement	Make/ Brand	% discount on the latest price list of the Manufacturer as on the last date of submission of tender	
			In Numbers	In words
1.	Chemicals	Merck		
		Merck		
		Millipore		
		Hi Media		
		Sisco Research Laboratories Pvt. Ltd. (SRL)		
		Fermentas		
		Thermo Scientific		
		S.D. Fine Chemicals Pvt. Ltd.		
		GE Healthcare Pvt. Ltd.		
Bio Rad				

		India Pvt. Ltd.		
		Invitrogen/ Life Technologies		
		Sigma- Aldrich		
		Cayman Chemicals		
		New England Biolabs		
		Roche		
		BD Biosciences		
		R&D		
		BioLegend		
		Qiagen		
2.	Glass-wares	Borosil		
		Duran		
		Riviera		
		Thermo Fisher Scientific		
		Glassco		
		Nalgene		

3.	Plastic-wares	Tarsons		
		Thermo		
		Fisher		
		Scientific		
		Eppendorf		
		Genaxy		
		Merck		
		Merck		
		Millipore		
		Borosil		
		Abdos		
		Nalgene		
		Nunc		
		Corning		
		Geiner		
BD				
Biosciences				
Axiva				

**Signature & Seal of the
Authorized Signatory**