



राष्ट्रीय प्रौद्योगिकी संस्थान मिजोरम
NATIONAL INSTITUTE OF TECHNOLOGY MIZORAM

(An Institution of National Importance under Ministry of Education, Govt. of India)

CHALTLANG, AIZAWL, MIZORAM – 796012

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Email: registraroffice@nitmz.ac.in

No. NITMZ/D - 71/CE/2023/4186

Date: 07.03.2023

NOTICE INVITING TENDER (NIT)
FOR SUPPLY & INSTALLATION OF CHEMICALS IN
THE ENVIRONMENTAL ENGINEERING LABORATORY
DEPARTMENT OF CIVIL ENGINEERING (CE)

The Registrar, National Institute of Technology Mizoram invites Tender for **Supply of Chemicals in Environmental Engineering Laboratory, Department of Civil Engineering** as per details at ANNEXURE-III to reach the undersigned on or before **17.03.2023 (till 1 :00 PM)**.

Sl. No.	Items	Qty	EMD (Rs.) in the form	Tender Document Fee (Rs.)
01.	For supply & installation of pH Buffer Capsules pH 4.0 in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	5x10 caps	Rs. 10,000.00 <u>Payment through online mode only</u>	Rs. 500.00 (Non-refundable) <u>Payment through online mode only</u>
02.	For supply & installation of pH Buffer Capsules pH 7.0 in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	5x10 caps		
03.	For supply & installation of pH Buffer Capsules pH 9.2 in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	5x10 caps		
04.	For supply & installation of Potassium Chloride (KCl) in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	3x500 gm		
05.	For supply & installation of EDTA di-sodium salt in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	2x250 gm		
06.	For supply & installation of Eriochrome black T in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	3x25 gm		
07.	For supply & installation of Magnesium Chloride (MgCl ₂ .6H ₂ O) in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	20x250 gm		
08.	For supply & installation of Ammonium Chloride (NH ₄ Cl) in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	2x500 gm		
09.	For supply & installation of Ammonia Solution in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	5x1000 ml		

10.	For supply & installation of Phenolphthalein indicator in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	2x250 ml		
11.	For supply & installation of Methyl Orange indicator in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	3x125 ml		
12.	For supply & installation of Conc. Sulfuric acid in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	5x2.5 L		
13.	For supply & installation of Silver Nitrate in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	2x100 gm		
14.	For supply & installation of Potassium Chromate in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	6x250 gm		
15.	For supply & installation of Sodium Chloride in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	5x500 gm		
16.	For supply & installation of Sodium Hydroxide in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	10x500 gm		
17.	For supply & installation of Manganese Sulfate in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	10x250 gm		
18.	For supply & installation of Sodium Thiosulfate in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	4x250 gm		
19.	For supply & installation of Soluble Starch in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	2x500 gm		
20.	For supply & installation of Sodium Azide in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	2x100 gm		
21.	For supply & installation of Potassium Dichromate in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	10x500 gm		
22.	For supply & installation of Silver Sulfate in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	5x25 gm		
23.	For supply & installation of Mercury Sulfate (HgSO ₄) in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	3x250 gm		
24.	For supply & installation of Ferriin indicator solution in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	10x100 ml		
25.	For supply & installation of Ferrous Ammonium Sulfate in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	5x500 gm		

26.	For supply & installation of Sodium Fluoride in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	3x500 gm	
27.	For supply & installation of SPADNS in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	2x5 gm	
28.	For supply & installation of Hydrazine Sulfate in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	2x100 gm	
29.	For supply & installation of Hexamethylenetetramine in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	2x500 gm	
30.	For supply & installation of 1, 10-Phenanthroline in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	4x5 gm	
31.	For supply & installation of Ammonium Acetate (CH ₃ COONH ₄) in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	4x500 gm	
32.	For supply & installation of Conc. HCl in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	5x2.5 L	
33.	For supply & installation of Sodium Sulfate in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	3x500 gm	
34.	For supply & installation of Barium Chloride in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	5x500 gm	
35.	For supply & installation of Sodium Acetate (CH ₃ COONa.3H ₂ O) in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	4x500 gm	
36.	For supply & installation of Potassium Nitrate in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	5x500 gm	
37.	For supply & installation of Acetic acid in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	5x2.5 L	
38.	For supply & installation of Chloroform in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	1x1000 ml	
39.	For supply & installation of Calcium Carbonate in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	1 x 500 gm	
40.	For supply & installation of Lauryl tryptose broth in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	1x500 gm	
41.	For supply & installation of Plate Count Agar in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	1x500 gm	
42.	For supply & installation of pH indicator Paper (1-	3 pkts	

	14) in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl			
43.	For supply & installation of Silica gel in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	4 x 500 gm		
44.	For supply & installation of Magnesium sulfate in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	1 kg		
45.	For supply & installation of Calcium chloride in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	5x500 gm		
46.	For supply & installation of Nitric acid 10 mol/l in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	1 L		
47.	For supply & installation of 2-Ethoxyethanol (stabilised) for synthesis in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	2.5 L		
48.	For supply & installation of Potassium peroxodisulfate in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	4x250 gm		
49.	For supply & installation of Potassium sodium tartrate tetrahydrate in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	1 kg		
50.	For supply & installation of Sodium carbonate in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	5x1 kg		
51.	For supply & installation of Buffer Solution Traceable in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	1x500 ml		
52.	For supply & installation of Acetone in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	2x4 L		
53.	For supply & installation of Sodium sulfate in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	1 kg		
54.	For supply & installation of Silicone grease in the Department of Civil Engineering (CE) at NIT Mizoram, Aizawl	1x100 gm		

Tender Form along with other Terms & Conditions can be downloaded from the Institute's Website www.nitmz.ac.in. However, the **Non-refundable Tender Fees of ₹500.00 (Rupees Five Hundred only) and refundable EMD amount of ₹. 10,000.00 (Rupees Ten Thousand only) by Online Payment and Receipt should be submitted along with the Tender Documents**, till **17th March, 2023** at the Payment Details given below before **1:00 P.M.**

NATIONAL INSTITUTE OF TECHNOLOGY MIZORAM
ACCOUNT No.: 33755447886
STATE BANK OF INDIA
BAWNGKAWN BRANCH,
AIZAWL, MIZORAM IFSC: SBIN0007059

Sealed Tenders should be dropped in **Tender Box No. 02**, Kept in the Administrative Office, NIT Mizoram till **17th March, 2023 before 1:00 P.M.** Tenders received through Registered Post/Speed Post/Courier before the above referred Date and Timing only would be considered.

1. Last Date & Time for Submission	:	17.03.2023 (01:00PM)
2. Date/Time for Opening of Tender	:	17.03.2023 (02:00PM)
3. Evaluation and finalization of Tender	:	17.03.2023

VENUE OF BID OPENING: ADMINSITRATIVE BLOCK, NIT MIZORAM, CHALTLANG, AIZAWL

BID INSTRUCTIONS:

- 01.** Quotations will have to be submitted in Single Bid System. 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:

**“QUOTATION FOR SUPPLY & INSTALLATION OF CHEMICALS IN ENVIRONMENTAL ENGINEERING LABORATORY IN THE DEPARTMENT OF CIVIL ENGINEERING (CE),
NIT MIZORAM”**

REF. NO. NITMZ/D – 71/CE/2023/4186

DATE: - 07.03.2023

- 02. Submission of Compliance Certificate:** Duly filled and signed Compliance Certificates (as per formats at **Annexure I (A&B)**) are must with the Technical Bid.
- 03. Bid not transferable:** The bid documents are not transferable and the seal and signature of the authorized official of the Firm must appear on all the papers and envelopes submitted.

QUALIFICATION REQUIREMENTS:

- 1) The Bidder should be an Original Equipment Manufacturer (OEM) or an authorized Dealer/Distributor & a Firm of reputation having sufficient expertise and experience in the subject tender with sound warranty / service support capability and authorization from Manufacturer/Distributor.
- 2) The Bidder should have experience of executing at least One Purchase Order of Chemicals/Machines/IT Products of value of Rupee Fifty Lacs or Higher within the last 3 Years from any IIT/NITs/Central Government Institutions/State or Central Government Organization in India.
- 3) The Bidder has to quote for all the items in the above Laboratory, Bidders who do not quote for all the items are subject to be summarily disqualified.

NIT TERMS & CONDITIONS:

- 1) **Rates:** Rates quoted in the **Price Bid** should be **on DOOR DELIVERY NIT Mizoram basis,**
As per details below:

Sl. No.	Particulars	Rate
1.	Basic Price (per unit)	
	Total	
	Taxes (please give break up)	
	Grand Total for the item on door delivery at NIT Mizoram	

Bidders shall indicate their rates 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 rates written in words will prevail.

- 2) **Validity of Quotation:** Quoted rates must be valid for **90 days** from the date of quotation.
- 3) **Literature a must:** All the quotations must be supported by the printed technical leaflet/ literature and the specifications mentioned in the quotation must be reflected/supported by such printed technical leaflet/literature. The model and specifications quoted should **invariably be highlighted** in the leaflet/literature for easy reference.
- 4) **Dealership Certificate:** Dealers or Agents quoting on behalf of Manufacturer/Distributor must enclose valid Dealership Certificate.
- 5) **Earnest Money Deposit (EMD):**
 - (i) Earnest Money of **Rs. 10,000.00 (Rupees Ten Thousand only)** in the form of

Online Payment (Receipt) only shall be submitted. EMD in cash or in the form of Cheque, D.D or in any other form will not be accepted.

(ii) The EMD of the tenderer will be refunded **without any interest** within reasonable time after final decision of the tender, normally **within 1 month** from the date of opening of the tender.

(iii) EMD of the successful bidder will be released on submission of the Performance Bank Guarantee (PBG).

(iv) Request for transfer of any previous deposit such as previous EMD or Security Deposit or payment of any pending bill or transfer towards EMD shall not be entertained.

(v) The tenders without EMD will be summarily rejected.

(vi) Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid amount of Earnest Money Deposit will be forfeited.

As per Rule 170 of GFRs 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/Departments are exempted from submission of Bid Security/EMD (if applicable).

6) Delivery:

➤ **Time Limit:** Maximum within **15 days** from the date of issue of the Purchase Order.

➤ **Safe Delivery:** All aspects of safe delivery shall be the exclusive responsibility of the Vendor/Supplier. 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.

➤ **Insurance:** The supplier is to establish 'All Risk Transit Insurance' coverage till door delivery at NIT Mizoram, Chaltlang, Aizawl, Mizoram - 796012.

➤ **Penalty for delay in Delivery:** The date of delivery should be strictly adhered to otherwise the Registrar, NIT Mizoram reserves the right not to accept delivery in part or full.

7) Genuine Pricing: Vendor is to ensure that quoted price for the particular item is not more than the price quoted to any other customer in India, particularly to IITs/NITs / Centrally Funded Institutions and other State or Central Government Organization.

8) 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 summarily rejected. Conditions mentioned in the tender bids submitted by vendors will not be binding on NIT Mizoram.

9) **GST** : GST will be applicable as per GoI rates applicable from time to time. NIT Mizoram possessed customs duty exemption under DSIR, Ministry of Science and Technology, Government of India which is applicable for the purchase of all R&D activities vide No.TU/V/RG-CDE(1254)/2020 dated 25-01-2021.

10) **Late and delayed tender**: Late and delayed tender 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.

11) **Payment**: 100% payment within 30 (thirty) days from date of delivery/ Satisfactory installation/ acceptance.

12) **Evaluation of Tender**: Unless specifically mentioned, the overall lowest bid, meeting the technical specifications will be selected for placement of Purchase Order.

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) Bid validity is shorter than the required period
- 4) The bid is not accompanied by Earnest Money Deposit (EMD) if EMD is required
- 5) The bidder is not eligible
- 6) No authorization letter from the manufacturer.
- 7) If there is no mention of packing, forwarding, freight, transportation and insurance charge in the offer.
- 8) Not willing to provide performance security if it is requirement of tender

B. Grounds to be considered as material deviation for summary rejection of bid /offer without any further clarification at the discretion of the NIT Mizoram authority during intensive technical evaluation stage: The good(s) quoted which are not meeting the major/essential technical specifications.

13) **Enquiry during the course of evaluation not allowed**: No enquiry from the bidder(s) shall be entertained 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 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.

14) 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 reject or partially accept any or all the quotations received without assigning any reasons thereof.

15) Applicable Law:

➤ The contract shall be governed by the laws and procedures established by Govt. of India and subject to exclusive jurisdiction of Gauhati High Court, Aizawl Bench, Aizawl

only.

➤ 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, NIT Mizoram. The decision of such Arbitrator shall be final and binding on both the parties.

16) Cost of Bidding: The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conductor outcome of the bidding process.

17) Clarification of bidding documents: A prospective bidder requiring any clarification of the bidding documents shall contact the Purchaser in writing at the Purchaser's address. The Purchaser will respond in writing to any request for clarification, provided that such request is received not later than ten (10) days prior to the dead line for submission of bids. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so.

18) Fraud and Corruption: The purchaser requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement 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 procurement process or in contract execution;
- "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement 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 procurement process or affect the execution of a contract;

b) The purchaser 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.

19) Joint Venture, Consortium or Association: If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or

association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

20) Scope of Supply: The Goods and Related Services to be supplied shall be as specified in the Schedule of requirements.

21) Suppliers' Responsibilities: The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with Scope of Supply Clause of the GCC, and the Delivery and Completion Schedule, as per GCC Clause relating to delivery and document.

22) Contract Price: Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Tender shall not vary from the prices quoted by the Supplier in its bid.

23) Standards: The Goods supplied and services rendered under this Tender shall conform to the standards mentioned in the Technical Specifications and Schedule of Requirements, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned Institution.

24) Packing:

- (i) The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- (ii) The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract and in any subsequent instructions ordered by the Purchaser.

25) Delivery: Delivery of the Goods and completion and related services shall be made by the Supplier maximum within 30 days or 1 month from the date of issue of the Purchase Order.

26) Transportation: The Supplier is required under the Contract to transport the Goods to a specified destination in NIT Mizoram, Aizawl, Mizoram, defined as the Final Destination, transport to such destination, including insurance, unloading and storage, as specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

27) Change Orders and Contract Amendments:

- a. The Purchaser may at any time, by written order given to the Supplier 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:
 - i. Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - ii. The place of delivery; and/or
 - iii. The Services to be provided by the Supplier.
 - iv. The delivery schedule.
- b. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.
- c. No variation or modification in the terms of the contract shall be made except by a written amendment signed by both parties.

28) Assignment: The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

29) Extension of Time:

- (i) Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.
- (ii) If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.
- (iii) Except as provided under the Force Majeure clause of the GCC, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to Penalty Clause of the GCC unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

30) Penalty Clause: Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in

the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, reserves the right not to accept delivery in part or full.

31) Termination for Default:

(i) The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part.

(ii) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time; or

(iii) If the Supplier fails to perform any other obligation(s) under the Contract.

(iv) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices as defined in GCC Clause on Fraud or Corruption in competing for or in executing the Contract.

(v) In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action.

(vi) The Performance Security is to be forfeited;

(vii) The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.

32) Force Majeure:

(i) Notwithstanding the provisions of GCC Clauses relating to extension of time, penalty and Termination for Default the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of ***Force Majeure***.

(ii) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

(iii) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably

practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of force majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

33) Settlement of Disputes:

- (i) The Purchaser and the supplier 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.
- (ii) If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as here in after provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- (iii) The dispute settlement mechanism / arbitration proceedings shall be concluded as under: In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director, NIT Mizoram, Aizawl and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
- (iv) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration, in accordance with provision of sub clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.
- (v) The venue of the arbitration shall be the place from where the order is issued.
- (vi) Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Purchaser shall pay the Supplier any monies due the Supplier.

34) **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 English language only.

35) **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.

36) **Notices:**

Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX or e-mail and confirmed in writing to the other party's address.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

37) **Taxes and Duties**

For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed inside and outside India.

For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production.

If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall make its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

38) **Protection against Damage:** The system shall not be prone to damage during power failures and trip outs.

Enclosure: GENERAL CONDITIONS OF CONTRACT, BID FORM, ANNEXURE - I, ANNEXURE - II, ANNEXURE - III & ANNEXURE - IV.

Sd/-

Registrar

National Institute of Technology Mizoram

BID FORM

Dated:

Tender No: **NITMZ/D-71/CE/2023/4186**

Date: 07.03.2023

To,

The Registrar

NIT Mizoram

Chaltlang, Aizawl, Mizoram - 796012

Madam,

1. Having read the terms and conditions of the above-mentioned tender and Chemicals to be provided, I / we, the undersigned, offer to provide the Chemicals (mentioned in **Annexure - III**) in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith in separate sealed cover and made part of this Bid.
2. If our Bid is accepted, we will obtain the Performance Bank Guarantees from a Scheduled Bank, for a sum, as mentioned in this tender document for due performance of the Contract.
3. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
4. Bid submitted by us are properly sealed and prepared so as to prevent any subsequent alteration and/or replacement.
5. We understand that you are not bound to accept the lowest or any bid, you may receive.
6. NIT Mizoram reserves the right to cancel the tender without assigning any reason thereof.
7. NIT Mizoram reserves the right to reject any or all tenders without assigning any reasons thereof.

Signature Full Name
Name of Firm/Company/Agency
Seal

ANNEXURE - I

A. COMPLIANCE CERTIFICATE FOR NIT TERMS

(To be enclosed in the Technical Bid)

Sl. No.	NIT Mizoram Terms and Conditions	Yes / No
1	Rate quoted as per instruction	
2	Validity of quoted rate for 90 days agreed	
3	EMD submitted (appropriate certificate enclosed)	
4	Payment term agreed	
5	Delivery terms agreed	
6	Warranty period agreed	
7	Literature: Printed Literature provided	
8	Dealership/ distributorship certificate (in case of dealers/agents) provided	
9	Sales Service: address of after Sales Service Centre in India (for imported goods)/ in the region provided	
10	Applicable Law terms agreed	

Signature with Seal:.....

Vendor: M/s.....

B. COMPLIANCE CERTIFICATE FOR SPECIFICATIONS

(One for each item must be enclosed in the Technical Bid)

Item Sl. No.:		
Specifications as per Annexure - III	Quoted Item Specs. *	Complied (Yes/No)

Signature with Seal.....

Vendor: M/s.....

*** Vendor must quote the parameter specification of the quoted product in this column and not just copy the specification from the tender call document. Failure to do so will lead to rejection of the tender.**

ANNEXURE-II

MANUFACTURERS' / DISTRIBUTOR'S AUTHORIZATION FORM

No. NITMZ/D-71/CE/2023/4186

Dated 07.03.2023

The Registrar
National Institute of Technology Mizoram
Aizawl, Mizoram - 796012

Dear Madam:

We who are established and reputable
Manufacturers / Distributors of.....
having Factories /office at-----

----- (address of factory/office) do hereby
Certify that.....
..... (Name of the Authorized
Dealer) is our authorized dealer to quote against your tender
enquiry no, Last Date of
Submission is:

(Name)

Yours faithfully,
(Name of Manufacturer/Distributor)

ANNEXURE - III

PROFORMA for FINANCIAL BID

1. Rate for each item shall be filled in **Column 4**. Leaving blank for any item is **NOT** permitted in the Financial Bid Form, in such cases, the Bid will be treated as **non-responsive** and will be summarily rejected.

2. Conditional Bid shall not be considered and will be rejected outright.

LIST OF CHEMICALS FOR ENVIRONMENTAL ENGINEERING LABORATORY

Sl. No.	Items	Qty	Basic Rate (INR in Figure)	Total Amount (In Word)
1	2	3	4	5
01	pH Buffer Capsules pH 4.0	5 x 10 caps		
02	pH Buffer Capsules pH 7.0	5 x 10 caps		
03	pH Buffer Capsules pH 9.2	5 x 10 caps		
04	Potassium Chloride (KCl)	3 x 500 gm		
05	EDTA di-sodium salt	2 x 250 gm		
06	Eriochrome black T	03 x 25 gm		
07	Magnesium Chloride (MgCl ₂ .6H ₂ O)	20 x 250 gm		
08	Ammonium Chloride (NH ₄ Cl)	02 x 500 gm		
09	Ammonia Solution	5 x 1000 ml		
10	Phenolphthalein indicator	02 x 250 ml		
11	Methyl Orange indicator	03 x 125 ml		
12	Conc. Sulfuric acid	5 x 2.5 L		
13	Silver Nitrate	02 x 100 gm		
14	Potassium Chromate	06 x 250 gm		
15	Sodium Chloride	5 x 500 gm		
16	Sodium Hydroxide	10 x 500 gm		
17	Manganese Sulfate	10 x 250 gm		
18	Sodium Thiosulfate	04 x 250 gm		
19	Soluble Starch	02 x 500 gm		
20	Sodium Azide	02 x 100 gm		
21	Potassium Dichromate	10 x 500 gm		
22	Silver Sulfate	05 x 25 gm		
23	Mercury Sulfate (HgSO ₄)	03 x 250 gm		
24	Ferroun indicator solution	10 x 100 ml		
25	Ferrous Ammonium Sulfate	05 x 500 gm		
26	Sodium Fluoride	03 x 500 gm		
27	SPADNS	2 x 5 gm		
28	Hydrazine Sulfate	02 x 100 gm		
29	Hexamethylenetetramine	02 x 500 gm		
30	1, 10-Phenanthroline	4 x 5 gm		
31	Ammonium Acetate (CH ₃ COONH ₄)	04 x 500 gm		
32	Conc. HCl	5 x 2.5 L		
33	Sodium Sulfate	03 x 500 gm		

34	Barium Chloride	5 x 500 gm		
35	Sodium Acetate (CH ₃ COONa.3H ₂ O)	4 x 500 gm		
36	Potassium Nitrate	5 x 500 gm		
37	Acetic acid	5 x 2.5 L		
38	Chloroform	1 x 1000 ml		
39	Calcium Carbonate	1 x 500 gm		
40	Lauryl tryptose broth	1 x 500 gm		
41	Plate Count Agar	1 x 500 gm		
42	pH indicator Paper (1-14)	3 pkts		
43	Silica gel	4 x 500 gm		
44	Magnesium sulfate	1 kg		
45	Calcium chloride	5x500gm		
46	Nitric acid 10 mol/l	1 L		
47	2-Ethoxyethanol (stabilised) for synthesis	2.5 L		
48	Potassium peroxodisulfate	4 x 250 g		
49	Potassium sodium tartrate tetrahydrate	1 kg		
50	Sodium carbonate	5 x 1 kg		
51	Buffer Solution Traceable	1 x 500 ml		
52	Acetone	2 x 4 L		
53	Sodium sulfate	1 kg		
54	Silicone grease	1 x 100 gm		

I/We have read and understand the **Tender for Supply of Chemicals for Environmental Engineering Laboratory, Department of Civil Engineering, NIT Mizoram** and other documents issued by you. We hereby quote the Rates (inclusive of all taxes & duties) **except Goods & Services Tax (GST)** as above.

GST Rates applicable shall be quoted separately.

Date:

[Signature]

Place:

Name of the Bidder

Seal of the Bidder