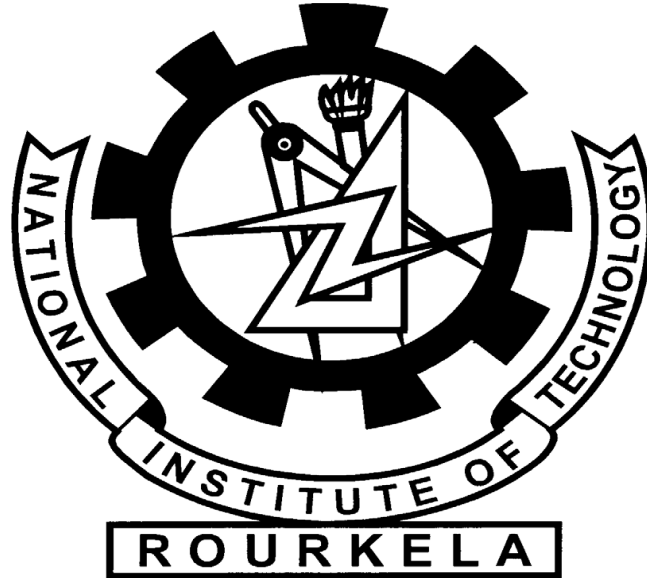


**NATIONAL INSTITUTE OF TECHNOLOGY
ROURKELA - 769008, ODISHA**



**NOTICE INVITING TENDER FOR ANNUAL RATE CONTRACT
FOR THE SUPPLY OF CHEMICALS, SOLVENTS, GLASSWARE,
PLASTICWARE, SEQUENCING OF BIOLOGICAL SAMPLES,
METALS & GASES FOR NIT ROURKELA**

Tender Enquiry No: NITR/PW/RC-CH/2024/317

Date: 08/02/2024

**NATIONAL INSTITUTE OF TECHNOLOGY
ROURKELA - 769008, ODISHA**

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INVITATION FOR BIDS

The National Institute of Technology Rourkela invites online bid for “**ANNUAL RATE CONTRACT FOR THE SUPPLY OF CHEMICALS, SOLVENTS, GLASSWARE, PLASTICWARE, SEQUENCING OF BIOLOGICAL SAMPLES, METALS & GASES**” as per specification mentioned in Schedule - 3. In this regard, Manufacturers/OEM or authorized dealers having capabilities to successfully supply and provide services, etc. are encouraged to participate under the rate contract. All interested bidders are requested to submit the bid through e-Procurement module of the CPP Portal (<https://eprocure.gov.in/eprocure/app>) on or before the prescribed date and time. As per Govt. of India, Ministry of Commerce and Industry, **DPIIT order No. P45021/2/2017-PP (BE-II) dated 4 June 2020 only Class I local Suppliers (having local content equal to or more than 50%) and Class II local suppliers (having local content more than 20% but less than 50%)** are invited for participating in this tender. The Important information related to the tender is as follows:

Sl.	BID DETAILS	
01	Tender reference no.	NITR/PW/RC-CH/2024/317 Date: 08/02/2024
02	Description of the Tender	Tender for Annual Rate Contract of Laboratory consumables (Chemicals, Glassware, Plastic ware, Lab wares, and laboratory consumables and Sequencing of Biological Samples for National Institute of Technology Rourkela.
03	Mode of publishing of tender	1) CPPP: https://eprocure.gov.in/eprocure/app 2) Institute website: https://nitrkl.ac.in/PurchaseSection/MiscTenders
04	Date of Issue/Publishing	08/02/2024 (18:00 Hrs.)
05	Document Download/Sale Start Date	08/02/2024 (18:00 Hrs.)
06	Document Download/Sale End Date	29/02/2024 (11:00 Hrs.)
07	Last Date and Time for submission of Bids	29/02/2024 (11:00 Hrs.)
08	Date & Time of Opening of Technical Bids	01/03/2024 (11:00 Hrs.)
09	Cost of tender document in Rs. (Non-refundable) No exemption for Tender fee will be entertained.	Rs. 1,000/- (Rupees One Thousand only)
10	Earnest Money Deposit (EMD) in Rs. (refundable)	Rs. 10,000/- (Rupees Ten Thousand only)
11	Period/validity of Contract	365 days
12	No. of Covers (1/2/3/4)	01
13	Bid Validity	120 days
14	Contact person	Deputy Registrar (Purchase and Works) NIT Rourkela-769008, Odisha; Phone: 0661-246-2051; Email: purchase@nitrkl.ac.in

It may be noted that the Rate Contract shall be concluded on a fixed price basis which would be valid during the currency of the contract without any firm commitment on our part for assuring any minimum quantum of business. We are inviting rate contract proposals for the following category of products.

- a. CHEMICALS/SOLVENTS
- b. GLASSWARES
- c. PLASTICWARES
- d. METALS & GASES (O₂, CO₂ & Liquid Nitrogen)
- e. SEQUENCING OF BIOLOGICAL SAMPLES

Note: 1) Tenderer can quote for any one or the entire above categories.

2) Please note that non-consumable items are not included in this Rate contract.

NITR is interested in engaging the services of competent, reliable, experienced, and efficient companies for one (01) year. After satisfactory completion, the contract may be extended for a further period of two (02) years on year to year basis. The competent authority of NITR reserves the right to cancel the contract, in case the services are not found up to the mark with/without prior notice.

NOTE: This is a domestic Tender according to the DPIIT P.-45021/2/2017 PP (BE-II) dated 04.06.2020 and No. P-45021/2/2017-PP(BE-II) dated 16-09-2020 and subsequent amendments to the order for Public Procurement Preference & PROVISION FOR LOCAL SUPPLIERS TOWARDS PREFERENCE TO MAKE IN INDIA. The bidder is required to declare along with recent supply documents on the letterhead the percentage of Local content for the quoted instrument and submit it with the Technical Bid. The bidders should also give details of the location(s) at which the local value addition is made.

Sd/-
REGISTRAR
NIT, Rourkela

ELIGIBILITY CRITERIA

National Institute of Technology Rourkela invite Tenders for Annual Rate Contracts of Lab Chemicals & consumables from the Manufacturer [approved by BIS/ISO for quality & precision] and their authorized resellers having the following credentials:

1. Bidders should have a minimum **03 years** of similar experience in supplying chemicals and laboratory consumables at Government/Autonomous Institutions/ Government Research Centers/ Universities/Autonomous/Reputed Private Research Centers during last five financial years.
2. Bidder should submit Purchase Orders and their respective Completion certificates or Performance certificates for supporting the above requirements and copy must be enclosed with technical bid.
3. Bidder should have valid documents such as **PAN, GST registration certificate, Trade License Certificate, and OEM Authorization of the firm** and the copy of the same must be enclosed.
4. Bidder should submit necessary documents in relation to supply of chemicals as applicable (e.g. Drug License etc.).
5. Annual average turnover of the bidder for the last three consecutive financial years ending on 31st March 2023 should not be less than **Rs. 10,00,000/- (Rupees Ten Lakhs)**. Financial statements like Balance Sheet, Profit & Loss Statement duly audited/certified by a Chartered Accountant (CA) for the last three financial years along with copies of Income Tax Return (ITR) must be enclosed.
6. Bidder should have valid **MSME/NSIC/DAE/SSI/Startup/DPIIT/MII** certificate for the items being tendered. The bidder must ensure and provide documentary evidence against the same.
7. Bidder should ensure that Product Certification such as BIS/ISO/ISI/NABL/NIST or equivalent etc. must be enclosed.
8. The Bidder must not be blacklisted/suspended or any service-related dispute with any Govt. Organizations/Semi Govt. /PSU/in India or outside India.
9. Duly filled and signed Letter of Undertaking and Declaration (**Annexure-III**).

SPECIFICATION

1. CHEMICALS/SOLVENTS

Brochure/original technical catalog with the detailed specification (viscosity, density, refractive index, and dielectric constant), composition, Commercial grade density/class/ standard/Purity percentage/certifications/ Quality Assurance Certificate/ISO Certifications and picture of the product offered must be submitted with the Bid.

2. GLASSWARES

OEM/OES should have valid certificate as per ISO 9001: 2015 for supplying Glassware for CPCB's analytical laboratory with the specifications according to the standards and grades Class-A & B for analytical applications. The Glassware should offer maximum inertness when in contact with the widest range of chemical substances and also can withstand thermal shock without fracture and high-temperature work without deforming. Glass should have coefficient of thermal expansion and the strain point will be at 5 ± 5°C. Glass should be of a low alkali borosilicate Type 3.3 glass. Class - A Type glass should be supplied accompanied with a works Certificate.

Brochure/original technical catalogue with the detailed specification, composition, grade/class/standard/certifications/ Quality Assurance Certificate/ ISO Certifications and picture of the product offered must be submitted with the Bid.

3. PLASTICWARE

Brochure/original technical catalogue with the detailed specification (SWOT analysis, Robustness), composition, grade/class/ standard/certifications/ Quality Assurance Certificate, and picture of the product offered must be submitted with the Bid.

4. METALS & GASES (O₂, CO₂ & Liquid Nitrogen)

Brochure/original technical catalogue with detailed specification, composition, grade/class/ standard/certifications/ Quality Assurance Certificate and picture of the product offered must be submitted with the Bid.

5. SEQUENCING OF BIOLOGICAL SAMPLES

a. 16S rRNA gene sequencing

Sample pick up for sequencing; DNA extraction from samples; DNA QC, AB1 files of both forward and reverse sequences, contig sequence, final report in PDF and Word file

b. Metagenome sequencing

• Shotgun metagenome

Sample pick up for sequencing; DNA extraction from metagenomics samples; Data requirement: 5GB/sample, Read Length: 150, Read Type: Paired-End, Sequencing platform: Illumina HiSeq/NovaSeq, Deliverables: DNA QC, Library QC, Data QC, raw read data in FASTQ format (~20-40GB/file), OTU assignment and abundance estimation, α -diversity analysis (Chao1, Shannon, Simpson, ACE index, raw files and high-resolution images of bar plots of relative OTU abundance, rarefaction curves, rank abundance plots, alpha diversity plots, heat maps of OTUs, Krona chart), β -diversity analysis (raw files and high-resolution images of PCoA plot, Bray-Curtis cluster diagram, Venn diagram of OTUs), Functional analysis based on KEGG, COG and NOG database (raw files and high-resolution images of bar plots and heatmaps); final report in PDF

- **Amplicon-based metagenome**

V3&V4 regions of 16S rRNA gene sequencing (bacteria) or ITS2 region sequencing (fungi); Sample pick up for sequencing; DNA extraction from metagenomics samples; Data requirement: 0.5M reads/sample, Read Length: 300, Read Type: Paired-End, Sequencing platform: Illumina MiSeq/HiSeq/NovaSeq, Deliverables: DNA QC, Library QC, Data QC, raw read data in FASTQ format (~1GB/file; ~2GB/sample), OTU assignment and abundance estimation, α -diversity analysis (ChaO1, Shannon, Simpson, ACE index, raw files and high-resolution images of bar plots of relative OTU abundance, rarefaction curves, rank abundance plots, alpha diversity plots, heat maps of OTUs, Krona chart), β -diversity analysis (raw files and high-resolution images of PCoA plot, Bray-Curtis cluster diagram, Venn diagram of OTUs), Functional analysis based on KEGG and COG database (raw files and high-resolution images of bar plots and heatmaps); final report in PDF

- c. **Transcriptome analysis (De Novo)**

Sample pick up for sequencing; RNA extraction from samples; RNA QC, 16S rRNA gene sequencing to check the sample purity, Data requirement: ~3GB/sample, Read Length: 150, Read Type: Paired-End, Sequencing platform: Illumina MiSeq/HiSeq/NovaSeq, Deliverables: Raw reads in FASTQ format, De Novo assembly of transcripts, assembly statistics including transcript length range, max length, minimum length & N50 of the transcript, clustering of transcripts to generate Unigenes, Coding DNA sequences (CDS) prediction, annotation of Unigenes/CDS with NR database, annotation of Unigenes/CDS with Uniprot database, annotation of Unigenes/CDS with Pfam database, annotation of Unigenes/CDS with KOG database, GO functional classification of NR annotated Unigenes/CDS in biological process, cellular components, and molecular function, differential expression analysis (DEG), volcano plot, heatmap for DEGs, SSR identification, pathway analysis against KEGG database, comprehensive compiled report and data.

- d. **Whole genome sequencing**

Sample pick up for sequencing; DNA extraction from samples; DNA QC, 16S rRNA gene sequencing to check the sample purity, Data requirement: ~2GB/sample, Read Length: 150, Read Type: Paired-End, Sequencing platform: Illumina MiSeq/HiSeq/NovaSeq, Deliverables: Raw reads in FASTQ format, summarized report on Lenovo based genome assembly, gene prediction, functional annotation of the genes, GO analysis of genes, repeat identification (SSR), pathway analysis of genes, identification of plasmids and its annotation, clusters of orthologous group of proteins (COG) analysis, comprehensive compiled report and data

- e. **Plasmid/ PCR product sequencing**

Sample pick up for sequencing; DNA QC, AB1 files of both forward and reverse sequences.

- f. **Transcriptome analysis (reference-based)**

Sample pickup and Total RNA isolation & QC indexed mRNA enriched strand-specific library preparation, NextSeq sequencing to generate ~2 Gb data with sample multiplexing using PE reads, Quality filtration of reads, mapping on the reference genome, alignment summary statistics, gene coverage, differential gene expression analysis based on RPKM/FPKM, functional annotation of differentially expressed genes, list of upregulated and downregulated genes, statistical significant genes, HeatMap, volcano plot, scatter plot, pathway analysis, SNP analysis, SSR Identification, .bam file for visualization of alignment, comprehensive report with publication standard methodology, graphs and tables.

g. Small RNA Sequencing

NGS grade Total RNA isolation & QC, indexed miRNA/small RNA library from Total RNA, NextSeq sequencing to generate ~20 million reads with sample multiplexing using 1x75 base SE reads, Quality filtration of reads, mapping of reads to miRNA database, expression profiling of miRNA, differential miRNA analysis (if more than one sample), Novel precursor miRNAs and mature miRNA, secondary structures of candidate (novel) precursor miRNAs, target identification of known and novel miRNA, comprehensive report with graphs and tables.

INSTRUCTIONS TO BIDDERS

The tender shall be submitted as per following instructions and any bid not conforming to the prescribed instructions is/are summarily be rejected. These instructions shall form part of the tender and the contract.

1. For Online Bid Submission as per the directives of the Department of Expenditure, this tender document has been published on the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)). The bidders are required to submit copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates.
2. More information useful for submitting online bids on the CPP Portal is available/ obtained at [URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app).
3. NIT Rourkela reserves the right to reject or cancel any tender/bid wholly or partly without assigning any reason.
4. The technical committee constituted by the NIT Rourkela shall have the right to verify the particulars furnished by the bidders independently.
5. Bidders shall take into account **all costs including supply, packing, delivery, etc. to various departments/sections of NIT Rourkela before quoting the rates.** In this regard, no claim for any extra payment for any reason shall be entertained. The supplier shall be responsible for any damage during the transit of goods.
6. There shall not be any price indication in the technical bid. If for any reason, it is found that the technical bid reveals the price bid-related details in any manner whatsoever, the price bid mentioned in the technical part, the bid document will be summarily rejected in the first instance itself.
7. All the tender documents & price bids to be uploaded as per this tender are to be digitally signed by the bidder.
8. Interested bonafide and reputed manufacturers/India agents (on behalf of their foreign principals) may submit online bids for each of the above equipment along with all requisite documents and scanned copies of the Tender Fee / EMD submission reference.

Only one manufacturer or its authorized dealer can quote. If both Manufacturer and dealer quote for the same tender, their bids will be rejected.

9. The Bidder may note that ONLINE BIDS will ONLY be accepted. All the requisite supporting documents mentioned in the bid document should and must be uploaded online <http://eprocure.gov.in/eprocure/app>. The Bids sent through FAX, E-mail, by hand, and/or by post shall not be accepted/ processed, in any case.
10. The bidder shall submit the bid in two parts in the e-Procurement module (<https://eprocure.gov.in/eprocure/app>) of the CPP portal consisting of Part-I (technical) and Part-II (Financial Bid) each in a separate cover. The **Earnest Money Deposit (Refundable) of Rs. 10,000/- (Rupees Ten Thousand Only)** and **Tender Cost of Rs. 1,000/- (Rupees One Thousand only)** shall be deposited in the shape of Banker's Cheque/Demand Draft in favor of **Director, NIT Rourkela payable at "Rourkela"** from any Scheduled Commercial Bank except Co-operative and Gramin bank and the same should reach physically through speed post/registrar post/courier containing in an envelope & super scribed with the word "**Tender Cost and EMD**", **Tender Notice No. & Bidder Name addressed to the Registrar, National Institute of Technology Rourkela – 769008 on or before 01/03/2024 by 11:00 AM.**
11. The Demand Draft for the Tender Cost & EMD should remain valid for 45 days beyond the bid validity period from the date of opening of technical bids. EMD of unsuccessful bidder will be returned to them without any interest at the earliest or latest on or before 30 days after the award of the contract to the successful bidder.

12. Bidders registered with **Khadi Village Industries Commission (KVIC)**, National Small Industries **Corporation (NSIC)**, and **any other body specified by the Ministry of MSME/GoI** as per procurement policy for **Micro & Small Enterprises (MSE) order 2012** are **exempted** categories from payment of EMD provided that the registration certificate issued by any one of above-mentioned agencies must be valid as on closing date of this tender. **Micro and Small Enterprises that have applied for registration with any of the mentioned agencies but have not obtained the valid certificate as of the closing date of the tender are not eligible for exemption.**
13. All MSME/NSIC/Startup Units shall be considered as per provisions/rules prescribed by Govt. of India.
14. **The cover containing the DD for both EMD and Tender Cost shall be opened first at the time of opening of the technical bid. The Part-I offer (Technical bid) of those Bidder, whose EMD and Tender Cost are found in order and submitted as prescribed, will be opened immediately thereafter. Otherwise, the offer will be considered invalid and other parts will not be opened.**
15. **Tenders not accompanied by EMD and/or Tender Cost at the time of bid opening shall be considered invalid and rejected.**
16. The price discovery against this tender will be through e-procurement.
17. The Bidder shall duly fill in all particulars in the format as at Annexure-V and it shall form part of the tender document under Techno-Commercial bid. Tender without duly filled & signed form shall render be considered invalid.
18. The bidders may submit duly filled and completed bidding documents Online as per instructions contained in the bidding documents. An incomplete bid shall be rejected. The conditions of the tender shall be governed by the details contained in the complete bid document.
19. The bidders must unconditionally accept all terms and conditions stipulated in this Notice, and, all enclosures must be duly filled in, signed, and stamped by the authorized representative. Bid received without a copy of the Notice duly signed and sealed on all pages will be rejected.
20. Late and delayed submission of Bids 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.
21. **This is a domestic Tender according to the DPIIT OM dated 04/06/2020 and subsequent amendments to the order for Public Procurement Preference and provision FOR LOCAL SUPPLIERS TOWARDS PREFERENCE TO MAKE IN INDIA. Bidders should also give details of Locations(s); at which the local value addition is made. Bidders are requested to furnish the declaration regarding local content/locations in Annexure I.**
22. Purchase Preference under 'Make in India' Policy for "Local supplier" (OM no: DPIIT order No. P45021/2/2017-PP (BE-II) dated 4 June 2020):

In terms of the above-said policy, only Class-I local suppliers and Class-II local suppliers shall be eligible to bid. Non-local supplier is not eligible to bid. The purchase preference shall be given to Class-I local suppliers only.

- a) 'Class-I local supplier' means a supplier or service provider, whose goods, services, or works offered for procurement, have local content equal to or more than 50%, as defined under said order.
- b) 'Class-II local supplier' means a supplier or service provider, whose goods, services, or works offered for procurement, have local content of more than 20% but less than 50%, as defined under said order.
- c) 'Non-Local supplier' means a supplier or service provider, whose goods, services, or works offered for procurement, has local content less than or equal to 20% as defined under the said order
- d) 'Local Content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- e) 'Margin of Purchase Preference' means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for purchase preference. The margin of purchase preference is 20%.

In respect of the above eligibility criteria the bidders are required to furnish the following information online:

- i) Confirmation in the form of Yes/No regarding possessing of required document indicating the percentage of local content as enlisted in NIT.

Note: -

- i) Public Procurement (Preference to Make in India) Order 2017 (PPP-MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised by No. P-45021/2/2017-PP (BE-II) dated 16th September 2020.
- ii) All the Bidder at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items (Annexure - I).

Scanned copy of documents to be uploaded by the bidder in support of information/declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document.

TERMS & CONDITIONS

1. The period of the contract shall initially be for a period of one year with effect from the date of award of the contract and may be extendable for two more years 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 the contract shall not exceed three years unless otherwise required.
2. Quotation will be evaluated item-wise basis (i.e. fixed rate/rate of discount in %). The purchase committee will evaluate & compare the quotation determined to be substantially responsive i.e.
 - (i) Are properly signed;
 - (ii) Conform to the terms & conditions and specifications;
 - (iii) The prices offered are competitive.
3. **The Bidder shall furnish the following documents as part of the Techno-commercial Bid:**
 Category of Bidder, whether Proprietary Firm, Registered Firm, Registered Partnership Firm, Private Limited Company, Public Limited Company, Co-Operative Society, etc. along with the following documents:
 - a) In case of a Proprietary Firm, an attested copy of the affidavit of Sole Proprietary.
 - b) In case of a Partnership Firm, an attested copy of the Partnership deed along with amendments if any, and proof of registration if any.
 - c) In case of Limited Companies, Memorandum and Articles of Association, Certificate Incorporation, Authorized, Subscribed, and paid-up capital.
 - d) In case of Co-Operative Society, an attested copy of the certificate of registration from the Registrar of Co-Operative Societies. If required, the original documents will have to be produced for verification.
4. A tender by a partnership firm shall be signed in the firm's name by one of the partners duly authorized by other partners. Tender by Joint Stock Company shall be signed in the name of the company, by a person duly authorized on its behalf. A power of attorney or other satisfactory proof showing that the person signing the tender document on behalf of the company is duly authorized to do so shall accompany the tender. The tender submitted without furnishing the full particulars or tender documents and without strictly adhering to the directions given herein shall be rejected.
5. **Documents to be submitted as a part of Techno-commercial Bid:**
 - a) Copy of Balance Sheet, Profit & Loss Account, and Income Tax Return preceding 3 years ending on 31st March 2023 duly certified by a chartered accountant. (Duly attested by Notary).
 - b) **The bidder should submit CATALOGUE / PRINTED PRICE LISTS of the brand quoted. The Price List of the original brand should be authentic and latest (viz. calendar year 2024/FY 2023-24/FY 2024-25).**
 - c) Details of the bank account indicating the name of the bank branch & account number to which payment is to be made in Bank Mandate Form.
 - d) HSN/SAC Number, ISO/ISI Certificate (ISO 9001:2015).
 - e) Copies of Permanent Account Numbers (PAN Card).
 - f) Copies of registration under the Shop & Establishment Act.
 - g) Necessary documents in relation to supply of chemicals as applicable (e.g. Drug License etc.) must be enclosed.
 - h) 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 Rourkela. Or Trade License or Dealership Certificate in this regard.

6. Information about an officer of the firm/ Company being an employee, past or present, or relationship of any employee of NIT, Rourkela with the Proprietor, Partner or Director of the firm is to be furnished.
7. Whether the bidder or any of the Proprietor, Partner, Director, Shareholder, or their spouse working as contractor in NIT Rourkela or any Government Department/Public Undertaking has been
 - a. Black listed.
 - b. Removed from the approved list of Contractors.
 - c. Demoted to lower class of job.
 - d. Under Orders for banning or suspending business with him/ them.
If yes, give the details indicating the period.

8. **PERFORMANCE SECURITY / SECURITY DEPOSIT:**

The successful bidder will be required to deposit a security amount of **Rs. 30,000/- (Rupees Thirty Thousand Only)** in the form of a Bank Guarantee or Demand Draft in favor of **“Director, NIT Rourkela” Payable at Rourkela** and the same should remain valid for 60 days beyond the contract period. The empaneled contractor for chemical rate contract should have to deposit the security amount within fifteen days after the award of contract. No interest shall be payable by NIT Rourkela to the bidder on their Security Deposit. EMD of successful bidder shall be returned only after submission of Performance Security Deposit.

9. **TENDER EVALUATION:**

The Institute will evaluate the entire tender, strictly based on the terms & conditions incorporated in the tender inquiry document and terms, conditions, etc. as stipulated by the bidder in their tender to determine whether these are compliance in all respects, as specified in the tender inquiry document.

During the evaluation/scrutiny of the tender, at any stage, if it is found that any terms and conditions of tender are not in compliance by the bidder, the Institute may seek clarification within the specified target time and if the bidder fails to reply / or not agree/accept the terms and conditions, their tender will be treated as unresponsive and it is liable for rejection.

The Institute will evaluate the techno-commercial bid. Only those firms will be qualified for financial bid opening whose technical bids are found suitable as per the requirement of the tender. If a participating manufacturer wishes to supply through their authorized dealer, the manufacturer will provide the name of their authorized dealer for supply of Rate Contract items.

10. **AWARD OF CONTRACT:**

1. **SELECTION:**

- a. The bidder offering higher discounts will be selected for each brand of chemicals and lab ware.
 - b. In case of a tie (equal discount for any particular Chemicals/Lab wares), the firm having an office in Rourkela will be preferred over others.
 - c. In case of a tie of both (a) and (b), the older firm, based on the copy of the certificate of incorporation/Registration Certificate of the firm, will be selected for that brand of Chemicals/software.
 - d. A panel of bidders/suppliers shall be selected for the Rate Contract, one supplier for each brand of Chemicals/Lab wares.
2. The empaneled suppliers will abide by all the Terms and Conditions of the Tender Document.
 3. The **Rate Contract will be valid for a minimum period of ONE YEAR (i.e. from the date of placement of Order), which shall be extended for further two years subject to annual review basis**, if the performance of the empaneled supplier is found satisfactory.
 4. The performance of the empaneled suppliers will be reviewed during the contract period and NIT Rourkela reserves the right to retain or delete suppliers in the list of rate contracts based on performance. No prior Intimation in this regard will be given.

5. NIT Rourkela reserves the right to enter into a Parallel Rate Contract for similar items during the period of the Rate Contract with one or more parties.

11. **PAYMENT TERMS:**

100% payment for the supply of items will be made to the firm within 30 days of the receipt and acceptance of materials at our site subject to the inspection of materials by the Indenter. No advance payment will be made to the suppliers. No Bill for part payment will normally be entertained. No payment will be made for unsatisfactory supply.

Payment shall be released on receipt of the original bills in triplicate, which shall be completed in all respects accompanied with original delivery challans of all the items duly signed and stamped by the authorized representative of the user department.

The payment being claimed should be strictly in compliance with terms of the contract and all obligations on the part of the supplier for claiming the said payment have been fulfilled as required under the contract.

12. **ORDER ACCEPTANCE LETTER:**

The successful bidder on the award of the contract/order must send the contract/order acceptance in writing, within 10 days of the award of the contract/order failing which the EMD will be forfeited.

13. **DELIVERY SCHEDULE:**

1. The material should be door-delivered to NIT Rourkela.
2. No freight will be paid on this account.
3. **Delivery must be made within 30 days from the issue of the order** either directly or through their dealer network unless otherwise specified. Earlier delivery by the supplier is preferred /appreciated. If the ordered material is not supplied in the above-mentioned period, then the NIT Rourkela shall the following right open to it:
 - a) The Institute may procure goods and services from any other firm and recover extra costs incurred, if any, besides penalty from the defaulted supplier.
 - b) **Penalty:** The date of delivery should be strictly adhered to; otherwise the Institute reserves the right not to accept the delivery in part or full. **The liquidated damages @ 0.5% per week or part thereof in respect of the value of order undelivered will be deducted from the price subject to a maximum of 10%** of the value of the order shall be imposed and recovered. Alternatively, the order will be cancelled and the undelivered stores shall be purchased from elsewhere at the risk and expense of the firm.
 - c) The Institute may cancel the order / not accept the ordered material.
 - d) The Institute may cancel the Rate Contract, of which a notice of cancellation shall be sent to the supplier in writing.

14. The items, so supplied will have to be of high quality and grade and in the inspection/test. If these are found to be of inferior quality, the same is to be replaced by the supplier at their cost within 15 days from the rejection of the materials, failing which the concerned supplier shall be blacklisted and Rate Contract shall be also canceled. Delay supply / non-compliance of complete order may also lead to cancellation of the Contract.

The bidders are bound to supply only genuine branded chemicals, solvents, glassware, lab ware of the make/model/specification and purity gases of the specification etc., ordered by the Department. The Department shall be at liberty to ask for the production of sufficient proof that the manufacturer is rendering adequate business support to the bidder/supplier. The Department will have the right to verify directly with the manufacturer without notice to the bidder for the genuineness of chemicals, solvents, glassware, and lab ware, and also the authority delegated to the supplier.

15. **DISCOUNT:**

Prices must be quoted based on Discount on Net Dealer Price (NDP) for each category of items in terms of Percentage (%) discount on NDP. Additional Dealer Discount may also be mentioned clearly as and where applicable.

****Note: A Bidder shall offer a minimum discount of 10% on MRP.**

16. For the permanent/temporary discontinued items, the firm shall intimate the same to NIT Rourkela within 07 days from the date of order; otherwise, the Liquidated Damage clause will be applicable for the discontinued items.

17. **TERMINATION OF THE CONTRACT:**

The rate contract can be terminated by either party by giving a notice of 30 days. The Competent Authority, NIT Rourkela may decide to terminate the rate contract in the following conditions:

- a) Supply/delivery of faulty/spurious material or material non-compliant with the technical specifications as mentioned in the Purchase Order.
- b) Delay in delivery or being non-responsive will lead to a penalty as imposed by NIT Rourkela.
- c) Temporary Debarment/ Holiday Listing/ suspension/ removal from the list of registered Vendors of the Manufacturer/ supplier by any of the IIT/NIT/CSIR Laboratories/Government Organizations/State Govt./Public Sector Units/ Reputed Private Sector Units.
- d) The bidder agrees that all orders placed against the rate contract up to the period of termination shall be executed by them. Failure to comply with the supply may render the party being put on Holiday listing for a period of up to 12 months.

18. **Prior Registration and / or Screening of bidders:**

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder registered with the competent authority. The concerned bidder(s) are required to attach the relevant valid Registration Certificate along with the bid for consideration.

“Bidder” (including the term ‘tenderer’, consultant or service provider in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

“Bidder from a country which shares a land border with India” for the purpose of this Order means:-

- An entity incorporated, established or registered in such a country; or
- A subsidiary of an entity incorporated, established or registered in such a country or
- An entity substantially controlled through entities incorporated, established or registered in such a country; or
- An entity whose beneficial owner is situated in such a country; or
- An Indian (or other) agent of such an entity; or
- A natural person who is a citizen of such a country; or
- A consortium of joint venture where any member of the consortium or joint venture falls under any of the above.

The detailed terms & conditions issued from time to time in this regard by Government of India will be applicable. A certificate as per Annexure – II to the above effect must be submitted by concerned bidder(s).

19. CODE OF INTEGRITY FOR PUBLIC PROCUREMENT:

The Purchaser as well as bidder, suppliers, contractors, and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or execution of the resultant contracts:

- a) "Corrupt practice": making offers, solicitation, or acceptance of bribes, rewards or gifts, or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.
- b) "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declarations or providing false information for participation in a tender process to secure a contract or in the execution of the contract.
- c) "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels.
- d) "Coercive practice": harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- e) "Conflict of interest": participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and
- f) "Obstructive practice": materially impede the purchaser's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser's Entity's rights of audit or access to information.

20. OBLIGATIONS FOR PROACTIVE DISCLOSURES:

- a) The Purchaser as well as bidders, suppliers, contractors, and consultants, are obliged under the Code of Integrity for Public Procurement to suo moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to a violation of this code of integrity;
- b) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to a violation of this code of integrity;
- c) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser. Similarly, voluntary reporting of previous transgressions of the Code of Integrity elsewhere may be evaluated, and barring cases of various grades of debarment, an alert watch may be kept on the bidder's actions in the tender and subsequent contract.

21. **PUNITIVE PROVISIONS:**

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser concludes that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:

- a) If his bid are under consideration in any procurement
 - I. Forfeiture or encashment of bid security;
 - II. Calling off any pre-contract negotiations; and
 - III. Rejection and exclusion of the bidder from the procurement process.
- b) If a contract has already been awarded
 - I. Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
 - II. Forfeiture or encashment of any other security or bond relating to the procurement;
 - III. Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.
- c) Provisions in addition to the above:
 - I. Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
 - II. In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
 - III. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

22. **INDEMNITY:**

The vendor shall indemnify, protect, and save NIT Rourkela against all claims, losses, costs, damages, expenses, action suits, and other proceedings, resulting from infringement of any law about patents, trademarks, copyrights, etc., or such other statutory infringements in respect of all the chemicals supplied by him.

NIT Rourkela reserves the right to recover the cost of any damage/loss caused due to the negligence on the part of the agency engaged.

23. **FORCE MAJEURE:**

Force Majeure will be accepted on request in writing and on production of adequate proof thereof.

24. **LOSS, DAMAGE & SHORTAGE:**

NIT Rourkela shall not be responsible for any loss, damage, or shortage during transit. Payment shall be made for materials received in full and in good condition only.

25. **Dispute redressal and legal remedy**

i. **CONCILIATION /ARBITRATION ON DISPUTES:**

All disputes or differences arising out of the contract, except disputes or differences for which separate provisions for their resolution have been made in the contract ('excepted matters'), shall be settled by Conciliation or Arbitration in accordance with the Arbitration and Conciliation act 1996 and subsequent amendments thereof. Such dispute shall first be referred to a Conciliator selected mutually by the parties. The Conciliator shall decide the fees / remuneration and the rules of procedure, which shall be flexible. In the event of failure of conciliation, that dispute will be referred to an arbitral tribunal comprising a sole arbitrator to be appointed on mutual agreement of both the parties. The arbitral tribunal shall be free to determine its own rules of procedure, which it shall state at the beginning of the arbitral proceedings and shall follow such procedure thereafter. The seat of the arbitral tribunal shall be at Rourkela, but, if necessary, the tribunal can hold the proceedings at other places, for convenience in recording evidence.

ii. In the event of failure of conciliation and arbitration, that dispute shall be subject to exclusive jurisdiction of courts at Rourkela, Odisha.

26. The institute reserves the right to amend rules in the tender/contract whenever it is necessary and appropriate. Further, the Institute also reserves the right to cancel/reject any or all bids, or cancel the tender, or abandon the procurement process of the service, or issue another identical tender for similar service without assigning any reason thereof.

(ON THE LETTER HEAD OF THE BIDDER)

FORMAT FOR FINANCIAL / PRICE BID (Bill of Quantity)

Sr. No.	Description of Items	Brand / Item	Percentage of GST	Percentage of discount quoted by the firm on their printed price list of the Manufacturer	
				In Figures	In Words
01	CHEMICALS/SOLVENTS				
02	GLASSWARES				
03	PLASTICWARES				
04	METALS & GASES (O ₂ , CO ₂ & Liquid Nitrogen)				
05	SEQUENCING OF BIOLOGICAL SAMPLES				

In case of any discrepancy between words and figures, the amount in words shall prevail.

I/We agree to forfeiture of the earnest money/security deposit, if I/we fail to comply with any of the terms and conditions in whole or in part laid down in the Tender. We have carefully read the terms and conditions of the tender and are agreed to abide by these in letter and spirit.

Place:

Date:

Name, Designation and signature of the authorized person of the Tenderer along with seal

CHECKLIST FOR PREPARATION OF BID/TENDER

Sl. No	Particulars	Yes/No	Page No.
1.	Have you filled in and signed the details and enclosed relevant documents?		
2.	Have you read and understood various conditions of the tender and willing to abide by them?		
3.	Have you submitted the DD for EMD of Rs. 10,000/- and the Tender Cost of Rs. 1,000/- to the Registrar NIT Rourkela through Post / Courier?		
4.	Have you taken prints of all the sections of the Tender in the prescribed paper size signed on all pages of the Tender document and submitted in the e-Procurement Portal?		
5.	Have you attached proof of meeting the eligibility criteria?		
6.	Have you attached a self-attested copy of the documents to show the financial status of the bidder?		
7.	Registration with Government bodies like IT, GST, and Trade License - Have you attached a copy of each of the certificates?		
8.	Have you attached the self-attested experience certificate issued by the organization / Govt. Depts., if any?		
9.	Have you attached the proof of authorization to sign on behalf of the Bidder?		
10.	Has your Technical Bid been submitted as per the requirements of the Tender?		
11.	Is your BOQ / financial Bid submitted as per the prescribed format in the e-Procurement Portal i.e. https://eprocure.gov.in/eprocure/app		
12.	Have you submitted the tender documents in two parts within the respective cover in the e-Procurement Portal i.e. https://eprocure.gov.in/eprocure/app		

Name, Designation and signature of the authorized person of the Tenderer along with seal

(ON THE LETTER HEAD OF THE BIDDER)

SELF DECLARATION

[For Local Content of Products, Services or Works]

To,
The Registrar,
National Institute of Technology
Rourkela- 769008, Odisha.

1. Concerning Order no P.-45021/2/2017 PP (BE-II) dated 04.06.2020 and No. P-45021/2/2017- PP(BE-II) dated 16-09-2020 of DPIIT, Ministry of Commerce and Industry, Govt. of India, we fall under the following category of supplier (please tick the correct category) for the items for which this tender has been floated and being bided.

Class I local supplier – has local content equal to more than 50%. Local contents added at(name of location local contents are added).

Class II local supplier – has local content of more than 20% but less than 50%. Local contents added at (name of location local contents are added).

Non-local supplier – has local content less than or equal to 20%. Local contents added at..... (name of location local contents are added).

2. We are solely responsible for the above mentioned declaration concerning the category of supplier. False declarations will be in breach of the Code of Integrity under Rule 175(1) (i) (h) of the General Financial Rules for which we may be debarred for up to 2 years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Signature & seal of the company

Name, Designation and address of the organization

Date:

Note: In cases of procurement for a value over Rs. 10 crores, the 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

(ON THE LETTER HEAD OF THE BIDDER)

CERTIFICATE BY THE BIDDER [(FOR TENDERS), As per Schedule 5; Para 18]

I have read the clause regarding restrictions on procurement from the bidder of a country that shares a land border with India. I certify that this bidder is not from such a company or, if from such a country, has been registered with the Competent Authority (copy of Registration Certificate enclosed). I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

Date:

Place:

**Name, Designation and signature of the authorized
person of the Tenderer along with seal**

(ON THE LETTER HEAD OF THE BIDDER)

Ref No:

Date:

LETTER OF UNDERTAKING AND DECLARATION

**To
The Registrar
National Institute of Technology
Rourkela – 769008**

Ref: Invitation for Tender No..... dated.....

We, the undersigned, declare that:

1. We have examined the tender document and its terms and conditions and we have understood the details.
2. We are ready to execute in conformity with the tender document the contract in case we are found successful as a bidder.
3. Our bid shall be valid for 120 days from the date of opening of technical bid and we shall not revoke the same.
4. If our bid is accepted, we undertake to comply with all other formalities as per the tender document and work order.
5. We also declare that neither our firm/company/proprietorship concerned was blacklisted in the past nor any of our office bearers convicted in any court of law.
6. We accept all the terms and conditions of this Tender document and undertake to abide by them including the condition that you are not bound to accept the highest ranked bid/lowest bid or any other bid you may receive.
7. The detailed particulars of the bidder are mentioned & attached separately as per the terms and conditions in the tender document.

Yours sincerely

Name, Designation and signature of the authorized person of the Tenderer along with seal

(The authorized person shall attach a copy of the authorization for signing on behalf of the Bidding Company)

Full name and Designation

(ON THE LETTER HEAD OF THE BIDDER)

PRICE REASONABILITY CERTIFICATE

It is certified that the rates (Percent of Discount) quoted against Tender No.Dated..... for the items vide our bid No. dated.....are exclusively for supply to ACADEMIC and RESEARCH Institutions and are not more than as charged to other Govt. /PSUs/Autonomous bodies for similar supplies made in the recent past. It is further certified that we have offered the maximum possible discount to NIT, Rourkela in our Quotation No. dated for (currency) The quoted price is the minimum. We will not offer lower rates to any other customer (Govt. /PSU's/Autonomous bodies), till the validity of the offer or execution of purchase order, whichever is later. If they have been approved by the Director, NIT Rourkela, and if at any stage it has been found that quoted rates are higher, then in such conditions NIT Rourkela, will have the right to cancel the approved rates and to take legal action against the bidder.

Yours faithfully,

(Name of manufacture)

(Signature with date) (Name and designation)

Duly authorized to sign tender for and on behalf of

(ON THE LETTER HEAD OF THE BIDDER)**DETAIL PARTICULARS OF BIDDER**

Sl. No	Particulars		
1.	Name of Agency/ Firm/Proprietor		
2.	Full Postal Address		
3.	Email ID		
4.	Mobile No.		
5.	Other business of the firm		
6.	Office/Residence Ph.no		
7.	Office/Work Email ID		
8.	Fax no. (if any)		
9.	Name(s) of Proprietor / Partner / Director		
10.	PAN No.		
11.	Registration No.		
12.	GST Registration No.		
13.	The volume of business in the 3 Years	2020-2021:	
		2021-2022:	
		2022-2023:	
14.	Experience in similar business (enclose relevant documents/order copies of other organizations)		
15.	Income Tax clearance certificate		
16.	Details of Tender Cost / Earnest Money Deposit (EMD) a. Amount b. Demand Draft No. c. Dated d. Bank & Branch	Tender Cost	EMD

Date:

Place:

Name, Designation and signature of the authorized person of the Tenderer along with seal

(ON THE LETTER HEAD OF THE BIDDER)

FORM FOR FINANCIAL CAPACITY

Description	Financial Years		
	2020-21	2021-22	2022-23
Annual Turnover			
Net Worth			
Current Asset			
Current Liabilities			
Total Revenue			
Profit before Tax			
Profit after tax			

Name, Designation and signature of the authorized person of the Tenderer along with seal

(ON THE LETTER HEAD OF THE BIDDER)

EXPERIENCE

Bidder's Experience details during the last Five Financial years				
Financial Year	Name of the work	Purchase Order No. & Date (Copy of the Orders to be attached)	Date of successfully completion of SITC of ordered Item (copy of report from client to be attached)	Contact Details of Client
2018-19				
2019-20				
2020-21				
2021-22				
2022-23				

Date:

Place:

Name, Designation and signature of the authorized person of the Tenderer along with seal