

+ Registrar, IIT Patna भारतीय प्रौद्योगिकी संस्थान पटना Phone : 0612-3028683
पटना – ८०११०६ Fax :
Indian Institute of Technology Patna Email: arsnp@iitp.ac.in
Patna-801 106, Bihar, India.



Stores & Purchase Section

• To,

• Date: 26.11.2018

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• Refⁿ : IITP/NIQ/S&P/16/PHY-272/2018-19/.....

**NOTICE INVITATION QUOTATION FOR SUPPLY OF 12 VOLT, 120 AH, SMF BATTERIES,
UNDER BUYBACK SCHEME TO IIT PATNA**

On behalf of the Institute, The Registrar, Indian Institute of Technology Patna invites quotations for supply of equipment as detailed in **ANNEXURE – I**, in Single bid as indicated, in sealed cover, bids must reach the undersigned on or before 17.12.2018. It may be dropped in Tender Box which is kept in S&P Section, 1st Floor, Administrative Building. Any Corrigendum/further information (if needed) will be released on IIT Patna Website only, so the interested bidders may like to visit the Institute website www.iitp.ac.in for updates.

Presentation of Bid:

Address of the firm(s) submitting the quotation and the officer, to whom the quotation is addressed, must appear distinctly on the sealed cover as under.

The following must be clearly written on the outer sealed cover:

QUOTATION FOR SUPPLY OF “12 VOLT, 120 AH, SMF BATTERIES, UNDER BUYBACK SCHEME” TO IIT PATNA
NIQ REF NO: IITP/NIQ/S&P/16/PHY-272/2018-19/.....DATED 26.11.2018,
LAST DATE FOR SUBMISSION. 17.12.2018 3.00PM

To,
The Registrar
Store & Purchase Section
Indian Institute of Technology Patna
Kanpa Road, Bihta,
Patna – 801 106, Bihar, INDIA

From: M/s _____
Address: _____
Contact No.: _____
Email ID: _____

Terms & Conditions:

01. **Rates:** Rates quoted for indigenous items must be on F.O.R basis for IIT Patna, on **DOOR DELIVERY** Basis, with break up as per details below

Break-up of cost:

- Basic Price
- (+) GST
- (+) Freight & Insurance charge, if any
- (+) Installation & Commissioning charge, if any
- (+) Any other charges (if applicable)
- Grand Total F.O.R. IIT Patna, Price

02. **Validity** (Both Foreign & Indigenous): The validity period of the offer should be clearly specified. It should be at least for 90 days from the last date of submission of quotations.
03. **Warranty/Guarantee**: The material is quoted with a minimum onsite Warranty/Guarantee
04. **Delivery**: Unless otherwise stated delivery of goods shall be at IIT Patna and will have to be effected maximally within **02 months** from the date of issue of the Purchase Order. All aspects of safe delivery shall be the exclusive responsibility of the vendor.
05. **GST Certificates & TDS**: Copy of GST Certificates, will have to accompany the quotation to be submitted. Appropriate GST deduction at source will be applicable.
06. **Dealership Certificate**: Dealership certificate (in case of authorised dealers) and standard Technical literature on the offered products must be enclosed.
07. **Rate of AMC**: Annual Maintenance Contract rate (at least for 3 years after expiry of warranty period) is to be clearly indicated. The selected supplier/s has to ensure regular availability of spares for upto 10 years from the date of successful installation at IIT Patna.
08. **Performance Guarantee**: 10% in the form of Bank Guarantee/ Fixed Deposit of the total order value needs to be submitted for such period as to cover two months beyond the warranty period for any order for equipments of more than Rs. 1 Lakh. In case of non submission of BG/FD, an equivalent amount will be retained while payment till the above mentioned duration.
09. **Late and delayed quotation**: Late and delayed quotations will not be considered. In case any unscheduled holiday occurs on prescribed closing/opening date, the next working day shall then automatically be the prescribed date of closing/opening of the quotation with no change in timing.
10. **Ground for Rejection of Quotation**: The quotations are liable to be rejected if the foregoing conditions are not complied with. The quotation should be complete in all respects and duly signed on each page with stamp of the authorized signatories, failing which it shall be rejected. if a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered. The quotations shall be rejected if the information, on the outer cover of the bid, is not provided in the format given in the table in Page 1.
11. **Payment**: Payment will be made within 21 days from the date of successful delivery and acceptance of goods at IIT Patna/ successful installation in case of machinery, equipments or the likes, generally through RTGS / FUND TRANSFER. Following information must be clearly written in the quotation for RTGS / FUND TRANSFER: -
 - (a) Name of the Firm with complete postal address
 - (b) Name of the Bank with Branch where the Account exist
 - (c) IFSC CODE
 - (d) ACCOUNT No
 - (e) PAN No
 - (f) VAT/TIN No (Required from the vendors belongs to BIHAR)
12. **Excise Duty**: The Institute is exempted from the payment of Central Excise Duty vide GOI Notification No.10/97-Central Excise, dated 01.03.97 with Regn No.TU/V/RG-CDE(1081)/2012, dated 26.10.2012.
13. **Liquidated Damage**: If a firm accepts an order and fails to execute the order in part or in full, as per the terms and conditions stipulated in the Purchase Order, it will be open to the institute to recover the liquidated damages from the firm at the rate of 0.5% per week of the order value subject to a maximum of 10% of the order value. It will also be open to the institute alternatively, to arrange procurement of the required stores from any other source at the risk and expense of the defaulter firm/vendor, which accepted the order but failed to execute the order according to the stipulated agreed upon. Defaulter vendor(s)/ firm(s) are also liable for blacklisting.
14. **Termination for default**: Default is said to have occurred
 - (a) If the supplier fails to deliver any or all of the goods/ items/ services within the time period(s) specified in the purchase order or any extension thereof granted by IIT Patna.
 - (b) If the supplier fails to perform any other obligation(s) under the contract
 - (c) If the vendor, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from IIT (or takes longer period in spite of what IIT may authorize in writing), IIT may terminate the contract / purchase order in

whole or in part. In addition to above, IIT may at its discretion also take the following actions: IIT may procure, upon such terms and in such manner, as it deems appropriate, goods similar to the undelivered items/products and the defaulting supplier shall be liable to compensate IIT for any extra expenditure involved towards goods and services to complete the scope of.

15. **Applicable Law:**

(a) The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing, as may be applicable upon IIT Patna.

(b) All disputes are subject to exclusive jurisdiction of Competent Court and Forum in Patna, India only.

(c) Any dispute arising out of this purchase shall be referred to the Registrar IIT Patna, and if either of the parties hereto is dissatisfied with the decision, the dispute shall be referred to the decision of an arbitrator, who should be acceptable to both the parties, (to be appointed by the Director of the Institute). The decision of such Arbitrator shall be final and binding on both the parties.

16. The acceptance of the quotation will rest solely with the Registrar, IITP, who in the interest of the Institute is not bound to accept the lowest quotation and reserves the right to himself to reject or partially accept any or all of the quotations received without assigning any reason(s).

17. **Important:** The Director may accept or reject any or all the bids in part or in full without assigning any reason and doesn't bind himself to accept the lowest bid. The institute at its discretion may change the quantity / upgrade the criteria / drop any item, at any time before placing the Purchase Order.

18. **Force Majeure:** 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.

(i) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

(ii) If a Force Majeure situation arises, the Supplier shall promptly notify IIT Patna in writing of such conditions and the cause thereof. 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.

19. The in general Printed conditions of supply of the firm, if any, will not be binding on the Institute.

Enclosed: **ANNEXURE- I (a) & (b)**

Registrar, IIT Patna

ANNEXURE- I (a)

TECHNICAL SPECIFICATION FOR 12 VOLT, 120 AH, SMF BATTERIES,
UNDER BUYBACK SCHEME (QTY-32)

Technical Specifications:

Make: Exide/Quanta, SMF

Rating: 12 Volt, 120 Ah

Quantity: 32

Annexure – I (b)

FORMAT OF COMPLIANCE STATEMENT

Para of NIQ Enquiry Specification	Specification of Equipment Offered	Compliance to NIQ specification whether yes or no (if yes indicate the page no and Put a Flag also highlight the matching specification)	In case of non-compliance deviation from NIQ specification to be indicated in unambiguous term.
01	02	03	04

* The compliance certificate along with the page no indication (i.e. required spec and availability of the page in the entire NIQ documents by flagging or giving page no) must be submitted with the bid for evaluation. Firm not submitting the model/spec and their details availability in the bid documents by flagging/page no may not be considered for evaluation.

NIQ FORMAT FOR INDEGENOUS SUPPLIES (For Price Bid only)

Reference No.:- **IITP/NIQ/S&P/16/PHY-272/2018-19/.....**Date: 26.11.2018

SI No.	Description of Item & Model	Quantity	Basic Unit Price

Delivery Mode: F.O.R. Patna.

- (a) (+) GST -----
- (b) (+) Packaging Freight & Insurance charge, if any -----
- (c) (+) Installation & Commissioning charge, if any -----
- (d) (+) Any other charges (if applicable) -----
- (e) Grand Total F.O.R. IIT Patna, Price -----

Total bid price F.O.R. IIT Patna [same as Grand total in (f) above] for the above quoted items is Rs.....

Delivery Period: As Per NIQ

Validity Date: Minimum 90 days from the date of opening of NIQ.

Place:

Date:

Signature: _____
Name: _____
Business Address: _____
Email _____
Contact No: _____

Affix Rubber Stamp