

Department of Chemical Engineering
Indian Institute of Technology
Hauz Khas, New Delhi-110 016

NOTICE INVITING QUOTATIONS

NIQ number: AV/Cons/BCHE-1

Dated : 09.09.2016

Subject: **Purchase of Nafion Membrane**

Invitation for Tender Offers

Indian Institute of Technology Delhi invites sealed tender offers in single bid format from Parent Company OR Authorized Dealer for **supply of Nafion Membrane**.

The quotation should reach to Dr. Anil Verma, Department of Chemical Engineering, IIT Delhi, Hauz Khas, New Delhi – 110016 latest by 5:00 P.M. on 23.09.2016.

TECHNICAL SPECIFICATION:

<i>Sl. No.</i>	<i>Technical Specifications</i>
1.	Nafion Membrane N117
2.	Size: 1 m ²

1.	Price of Tender Document	NIL
2.	EMD Amount	NIL
3.	Issue of Tender Document	9.9.2016 (except Saturdays/Sundays and Holidays)
4.	Last date for receipt of queries	15.09.2016
5.	Date of pre bid meeting	NA
7	Last Date and Time for receipts of Bids	Upto 5 PM on 23.09.2016
8	Opening of Bid	NR
9	Place of Submission & Opening of Bids	Department of Chemical Engineering Indian Institute of Technology, Hauz Khas, New Delhi - 110016 INDIA

10.	Address of Communication	Dr. Anil Verma Department of Chemical Engineering Indian Institute of Technology, Hauz Khas, New Delhi, – 110016 INDIA
11.	Contact Phone Numbers	(+91)-11- 2659-7304
12.	Fax Number	(+91)-11- 2658-1120
13.	E-mail Address	anilverma@iitd.ac.in

Terms & Conditions

Sl. No.	Specification
1.	Due date: The tender has to be submitted before the due date. The offers received after the due date and time will not be considered.
2.	Preparation of Bids: The Quotations should be valid for 120 days from the due date. The Quotations duly sealed and super scribed on the envelope with the reference No. and due date, should be addressed to “ Dr. Anil Verma, Department of Chemical Engineering, Indian Institute of Technology, Hauz Khas, New Delhi – 110016, INDIA ” so as to reach on or before the due date.
3.	Delivery of the tender: The tender shall be sent to the above mentioned addressee either by post or by courier so as to reach our office before the due date specified in our Schedule. The offer/bid can also be dropped in the tender box on or before the due date specified in the schedule. The tender box is kept in Chemical Engineering Department.
4.	Opening of the tender: The offer/bid will be opened by a committee duly constituted for this purpose. The technical cum financial bid will be opened and will be examined by a technical committee which will decide the suitability as per our specification and requirement. The bidders if interested may participate on the tender opening Date and Time. The bidder should produce authorization letter from their company to participate in the tender opening. Only one representative will be allowed to participate in the tender opening.
5.	Acceptance/ Rejection of bids: The Committee reserves the right to reject any or all offers without assigning any reason.
6.	Pre-qualification criteria: Not required.
7.	EMD: Not required.
8.	Refund of EMD: Not applicable.
9.	Performance Security: Performanc: The supplier shall require to submit the performance security in the form of irrevocable bank guarantee issued by any Indian Nationalized Bank for an amount which is equal to the <5% / 10%> of FOB value within 21 days from the date of receipt of the purchase order and should be kept valid for a period of 60 days beyond the date of completion of warranty period.
10.	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, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. <ul style="list-style-type: none"> ● For purposes of this Clause, "Force Majeure" means an event beyond the control of the

	<p>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.</p> <ul style="list-style-type: none"> ● If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser 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.
11.	Risk Purchase Clause: In event of failure of supply of the item/equipment within the stipulated delivery schedule, the purchaser has all the right to purchase the item/equipment from the other source on the total risk of the supplier under risk purchase clause.
12.	Packing Instructions: Each package will be marked on three sides with proper paint/indelible ink, the following: <ul style="list-style-type: none"> i. Item Nomenclature ii. Order/Contract No. iii. Country of Origin of Goods iv. Supplier's Name and Address v. Consignee details vi. Packing list reference number
13.	Delivery and Documents: <p>Delivery of the goods should be made within a maximum of 4 weeks from the date of placement of purchase order and the opening of Letter-of-credit (LC). Within 24 hours of shipment, the supplier shall notify the purchaser and the insurance company by cable/telex/fax/e mail the full details of the shipment including contract number, railway receipt number/AAP etc. and date, description of goods, quantity, name of the consignee, invoice etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:</p> <ol style="list-style-type: none"> 1. 4 Copies of the Supplier invoice showing contract number, goods' description, quantity 2. unit price, total amount; 3. Acknowledgment of receipt of goods from the consignee(s) by the transporter; 4. Insurance Certificate if applicable; 5. Inspection Certificate issued by the nominated inspection agency, if any 6. Supplier's factory inspection report, if any, and 7. Certificate of Origin (if possible by the beneficiary); 8. Two copies of the packing list identifying the contents of each package. 9. The above documents should be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.
14.	Delayed delivery: If the delivery is not made within the due date for any reason, the Committee will have the right to impose penalty 1% per week and the maximum deduction is 10% of the contract value / price.
15.	Prices: The price should be quoted in net per unit (after breakup) and must include all packing and delivery charges. <p>In case of import supply the price should be quoted on FOB Basis only. Under special circumstances (eg. perishable chemicals), when the item is imported on CIF, please indicate CIF charges separately upto IIT Delhi indicating the mode of shipment. IIT Delhi will make necessary arrangements for the clearance of imported goods at the Airport/Seaport. Hence the price should not include the above charges.</p>

15. a) For indigenous items rates should be as per following format –

SI. No.	Descriptions of Item & Specification	Qty. in Units	Units Price in Rs.	Excise Duty %	CST/VAT %	Octroi %	Total Price in Rs.

15. b) For Import items rates should be as per following format-

SI. No.	Currency	Description of Item & Specification	Qty. in Units	Unit Price (a)	Agency Commission (b)	Discount (c)	Ex-works Price (d) = (a+b-c)	Packing +Handing+ Doc+ Inland Freight (e)	FOB Price (f=d+e)	Insurance+ Freight (g)	CIF Price (h)= (f+g)

16. **Notices:** For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

Purchaser: Dr. Anil Verma
 Department of Chemical Engineering
 Indian Institute of Technology
 Hauz Khas, New Delhi - 110016.

Supplier: (To be filled in by the supplier)

17. **Progress of Supply:** Wherever applicable, supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:

1. Quantity offered for inspection and date;
2. Quantity accepted/rejected by inspecting agency and date;
3. Quantity dispatched/delivered to consignees and date;
4. Quantity where incidental services have been satisfactorily completed with date;
5. Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
6. Date of completion of entire Contract including incidental services, if any; and
7. Date of receipt of entire payments under the Contract (In case of stage-wise inspection, details required may also be specified).

18. **Inspection and Tests:** Not applicable.

19. **Resolution of Disputes:** The dispute resolution mechanism to be applied pursuant shall be as follows:

- 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, Indian Institute of Technology (IIT) Delhi** 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.

	<ul style="list-style-type: none"> • 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. • The venue of the arbitration shall be the place from where the order is issued. • Any legal disputes arising out of any breach of contract pertaining to this tender shall be settled in the court of competent jurisdiction located within New Delhi.
20.	Applicable Law: The place of jurisdiction would be New Delhi (Delhi) INDIA.
21.	Supplier Integrity The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.
22.	Installation & Demonstration Not applicable
23.	Insurance: For delivery of goods at the purchaser's premises, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes. The insurance shall be valid for a period of not less than 3 months after installation and commissioning. <i>In case of orders placed on FOB/FCA basis, the purchaser shall arrange Insurance. If orders placed on CIF/CIP basis, the insurance should be up to IIT Delhi.</i>
24.	Incidental services: Not applicable.
25.	Warranty: Not applicable.
26.	Delivery Schedule: The tenderer should indicate clearly the time required for delivery of the item. In case there is any deviation in the delivery schedule, liquidated damages clause will be enforced or penalty for the delayed supply period will be levied.
27.	Governing Language The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.
28.	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.
29.	Notices <ul style="list-style-type: none"> • 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.
30.	Taxes and Duties Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser. However, VAT in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order. IIT Delhi is exempted from paying custom duty under notification No.51/96 (partially or full) and necessary "Custom Duty Exemption Certificate" can be issued after providing following information and Custom Duty Exemption Certificate will be issued to the shipment in the name of the Institute, no certificate will be issued to third party:

	<p>a) Shipping details i.e. Master Airway Bill No. and House Airway No. (if exists) b) Forwarder details i.e. Name, Contact No., etc.</p> <p>IIT Delhi is exempted from paying Excise Duty and necessary Excise Duty Exemption Certificate will be provided for which following information are required.</p> <p>a. Quotation with details of Basic Price, Rate, Tax & Amount on which ED is applicable b. Supply Order Copy c. Proforma-Invoice Copy.</p>
31.	Agency Commission: Agency commission if any will be paid to the Indian agent in Rupees on receipt of the equipment and after satisfactory installation. Agency Commission will not be paid in foreign currency under any circumstances. The details should be explicitly shown in Tender even in case of Nil commission. The tenderer should indicate the percentage of agency commission to be paid to the Indian agent.
32.	Freight & Forwarder: Our authorized freight forwarder is M/s. Prakash Freight Movers Ltd., C-130, First Floor, Naraina Industrial Area, Phase-I, New Delhi-110028, Ph. 42228222, for shipment of the stores ordered for. Any change in the freight forwarder will be intimated in advance.
33.	<p>Payment: Payment will be made through irrevocable Letter of Credit (LC). Letter of Credit (LC) will be established in the favour of foreign Supplier after the submission of performance security. The letter of credit (LC) will be established on the exchange rates as applicable on the date of establishment.</p> <ul style="list-style-type: none"> ● For Indigenous supplies, 100% payment shall be made by the Purchaser against delivery, inspection, successful installation, commissioning and acceptance of the equipment at IITD in good condition and to the entire satisfaction of the Purchaser and on production of unconditional performance bank guarantee as specified in Clause 9 of tender terms and conditions. ● For Imports, LC will be opened for 100% FOB/CIF value. 80% of the LC amount shall be released on presentation of complete and clear shipping documents and 20% of the LC amount shall be released after the installation and demonstration of the equipment at the INST site of installation in faultless working condition for period of 60 days from the date of the satisfactory installation and subject to the production of unconditional performance bank guarantee as specified in Clause 9 of tender terms and conditions. ● Indian Agency commission (IAC), if any shall be paid after satisfactory installation & commissioning of the goods at the destination at the exchange rate prevailing on the date of negotiation of LC documents, subject to DGS&D registration for restricted items. ● All the bank charges within India will be borne by the Institute and outside India will be borne by the Supplier.
34.	User list: Brochure detailing technical specifications and performance, list of industrial and educational establishments where the items enquired have been supplied must be provided.
35.	Manuals and Drawings Not applicable
36.	Application Specialist: Not applicable.
37.	Site Preparation: Not applicable
38.	Pre-Installation requirement: Not applicable.
39.	Installation: Not applicable
40.	Spare Parts Not applicable.
41.	Defective Equipment: Not applicable
42.	Termination for Default The Purchaser may, without prejudice to any other remedy for breach of contract, by written

	<p>notice of default sent to the Supplier, terminate the Contract in whole or part:</p> <ol style="list-style-type: none"> i. If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser; or ii. If the Supplier fails to perform any other obligation(s) under the Contract. iii. If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. <ul style="list-style-type: none"> ● For the purpose of this Clause: <ol style="list-style-type: none"> i. “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. ii. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;” ● In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.
43.	Shifting: Not applicable.
44.	Warranty/Guarantee: Not applicable.
45.	Downtime: Not applicable.
46.	Training of Personnel: Not applicable.
47.	Conditional tenders will not be accepted.
48.	Compliance certificate: Not applicable.
49.	Acknowledgement: It is hereby acknowledged that we have gone through all the conditions mentioned above and we agree to abide by them.

(Signature of authorized person)

Name : _____

Seal of the company

Date_____