

# Advertised Tender Enquiry Documents (NOTICE INVITING TENDER)

On behalf of the Director, IIT (BHU) Varanasi, invites sealed quotations for Rate Contract of various Laboratory Chemicals, Glass wares & Filter Paper. Interested manufactures directly or through their 'authorized' dealer (S) are to quote and submit the quotation [in case of authorized dealer a valid authorization (specific for this tender, quoting the number & date of the tender) from the manufacturer for bidder quoting in Indian Institute of Technology (BHU) Varanasi is required, failing which quotation of the authorized dealer will not be entertained under any circumstances).

Sl. No.	Tender no.	Name of the item	Earnest Money
			Deposit (EMD)
1	IIT(BHU)/I.P. Cell/A.R.C./2019-20/ 380	1- Lab Chemical	Rs.25,000/-
1.	dated: 3 <sup>rd</sup> September-2019	2- Glassware & Filter Paper	Rs.25,000/-

The Tender Document (non-transferable) along with detailed specifications, terms and conditions may be downloaded from the institute website (<a href="www.iitbhu.ac.in/tenders">www.iitbhu.ac.in/tenders</a>) or from Central Public Procurement Portal (CPPP) <a href="www.eprocure.gov.in">www.eprocure.gov.in</a> by the interested manufacturer or their authorized dealer. The Earnest Money Deposit (E.M.D.) must be submitted along with the quotation in favour of the Registrar, IIT (BHU) in the shape of Fixed Deposit Receipt.

a) Last date and time for receipt of Tender Document 25th September, 2019 (up to 14:00 Hrs.).

The tender should be addressed to **The Registrar, IIT (BHU), Varanasi**, and should be delivered in person or sent by registered post / courier so as to reach the institute on / before the last date up-to 16:00 Hrs. No quotation will be accepted after the due date and time.

b) All Tender Documents must be accompanied by the **Bid Security / Earnest Money Deposit (Refundable) Rs.25, 000/-.** The Earnest Money Deposit is to be paid in the form of Fixed Deposit Receipt in favour of the Registrar, IIT (BHU) payable at Varanasi. **The Bid Security / Earnest Money Deposit Fixed Deposit Receipt must be enclosed with the quotation**.

The Institute shall not be responsible for any delay in receiving Bids / sending of Tender Document by post.

The Institute reserves the right to accept or reject any bid, without assigning any reason thereof. No correspondence in this regard will be entertained.

Earnest Money shall be forfeited in case it is found at any stage that information/particulars regarding supply of tendered item (s) is false.

Registrar





# **TENDER DOCUMENT FOR: Chemical, Glassware, Filter Papers**

BID REFERENCE	IIT(BHU)/I.P. Cell/A.R.C./2019 – 20/ 380 dated: 3 <sup>rd</sup> September-2019			
DATE OF COMMENCEMENT OF BIDDING	3 <sup>rd</sup> September, 2019			
LAST DATE AND TIME FOR RECEIPT OF BIDS	25 <sup>th</sup> September, 2019 (up to 14:00 Hrs.).			
ADDRESS FOR COMMUNICATION	The Jt. Registrar, Institute Purchase Cell, Indian Institute of Technology (Banaras Hindu University), Varanasi – 221 005, U.P., INDIA Phone: +91 9621234425 Fax: +91 542 2366674 E-mail: deputy.registrar@iitbhu.ac.in			
Date, time & venue of bid opening	26 <sup>th</sup> September, 2019 – Meeting Room (Ground Floor) Administrative Block, Indian Institute of Technology (Banaras Hindu University), VARANASI – 221 005 at 02.30 P.M.			

# **DETAILS OF ITEMS FOR TENDER**

S.NO. Categories		ITEMS	SCHEDULE OF REQUIREMENT	Turnovar of		E.M.D.
1	2	3	4	5	6	7
Rate	Rate Contract :					
	Chemical	1. Lab Chemicals	As per catalogue to	Rs.25,00,00,000/-		
Α.	&	2. Glassware,	be provided by the	Rs.10,00,00,000/-	Rs.50,00,000/-	Rs.25,000/-
	Glassware	<b>3.</b> Filter Paper	manufacturer.	Rs.10,00,00,000/-		

NOTE: - While submitting the offer, Appendix 'A' must be read carefully and adhered strictly.

- Separate tender for separate items viz Lab Chemicals, Glassware, Filter Paper should be submitted in separate envelopes along with MS word / Excel\_softcopy in CD, in case the bidder desires to quote for more than one item (Column-3).
- In case a firm desires to quote one item of different manufacturer, it is required to submit separate tender documents for each manufacturer.
- Tender may be submitted by Registered Post / Speed Post / Courier or by Hand in the office of the Jt. Registrar, Institute Purchase Cell, Indian Institute of Technology (BHU), Varanasi 221005.



# Indian Institute of Technology (BHU) Varanasi

Please Go Through the Following Instructions / Notes Carefully Otherwise Your Quotation Is Liable To Be Rejected

## LAST DATE OF SUBMISSION OF THE OFFERS:

The following undertaking for checklist duly signed with seal and required documents should be submitted along with offer:

# **Undertaking for Check List**

We hereby declare that the following requirements have been fulfilled by us and enclosed herewith;

- i. Printed copies of the **Catalogue / recent Price List** of the products [1 Book and 1 Pen-drive containing 1 editable soft copy (in excel / word file) and one pdf copy].
- **ii.** Attested photocopy of current manufacturing license, for respective items, issued by competent authority.
- **iii.** List of organizations where the firm is on rate contract or has been supplying the items, along with their performance certificates if available and attested photocopies of rate contracts.
- iv. The enclosed certificates and proforma duly filled in and signed ANNEXURE I & II.
- iv. Documentary evidence for the turnover of last three consecutive assessment years i.e. 2016 17, 2017 18, 2018 19 along with copy of the audited balance sheet of tenderer preferably both the manufacturer as well as authorized dealer separately. A minimum turnover as indicated at page no. 2 is essential for manufacturer and authorized dealer separately.
- v. Registration Certificate of Central Excise, wherever applicable.
- vi. Registration Certificate of G.S.T. and other Taxes of Central / State Govt.
- vii. Drug manufacturing license (for Chemical & Glassware category or wherever applicable)
- viii. Copy of Income Tax Returns of last consecutive 3 assessment years *i.e.* 2016 17, 2017 18, 2018 19 of both the manufacturer and authorized dealer.
- ix. Copy of VAT / GST Assessment Returns of last consecutive 3 financial ears *i.e.* 2015 16, 2016 17, 2017 18 of both the manufacturer and authorized dealer.
- **x.** Undertaking for Quality Control System Copy of Certificate pertaining to ISO, BIS etc.
- xi. Any other documents related with the manufacturing & trading of Lab. Chemical, Glassware & Filter Paper be also enclosed.
- xii. It is ensure that every page of the tender documents and the enclosed copies of the certificates have been signed with seal.

We hereby agree that in the absence of any of the above documents / information, the offer may be summarily rejected without making any further reference to us.

Date: Signature with seal

#### 1. Rates

- a) 'Rate' of the catalogues / price list must be valid for the period for rate contract period from the date of award of contract. Since this rate contract is valid for 2 (two) years i.e. 2019 20 & 2020 21 therefore, the recent price list of 2019 20 will be applicable for the current financial year (2019 20) and for the next financial year (2020 21) price list for the session 2020 21 may be accepted if submitted upto 31<sup>st</sup> May, 2020 otherwise the price list submitted for the session 2019 20 will be considered for the financial year 2020 21
- **b)** No price enhancement will be accepted during the period of contract. Enhancement of rates in price will be acceptable only in case of enhancement of foreign currency exchange rates.
- c) IIT (BHU) shall be entitled to the benefit of any decrease in price during the currency of Rate Contract
- **d)** Please quote for those items /specifications only which have been asked for. The rates should include insurance coverage, if necessary for safe delivery. The Institute shall not pay separately for transit risk insurance. The firm shall be responsible until the items arrive in good condition at the destination stores.

Further, if there is any damage or loss to the stores in transit, the firm will get the stores replaced / repaired to the entire satisfaction of the consignee otherwise cost will be deducted for items found in broken / unserviceable conditions or short in quantities.

#### 2. Discount

Kindly indicate the maximum discount (not less than 10%) allowed on the recent price list submitted for the purpose of rate contract. As the Indian Institute of Technology (BHU) is a premier educational institution of the country, its rate contract is quite prestigious, separate rate may be quoted in case of bulk supply.

#### 3. Taxes and Duties

Please clearly specify the rates of the taxes, duties and other expenses applicable on the stores even if the rates are net. The rate of taxes as applicable should be clearly mentioned in the offer.

#### 4. Validity of the Offer

Since it is rate contract for the financial year 2019 - 20 & 2020 - 21 the rates quoted shall remain valid till next Rate Contract is finalized for the next session and no request for rate revision shall be entertained during this period.

5. <u>F.O.R. Delivery</u>: Delivery / supply will be made on F.O.R. basis to the Department / Centre indicated in the Purchase Order within 10 days for indigenous items and 45 days for imported items from the date of issue of Purchase Order.

# 6. Execution of Supplies and Billing

It is desired that the supplies be made by a manufacturer directly. However, if a manufacturer is not in a position to execute supplies directly and intends to make the same through authorized dealer(s) their name(s) and address(es) should be declared in advance at the time of submission of the offer.

It has been noted that on many occasions, only one dealer is authorized to execute the supplies. The Institute desires that in order to maintain smooth supplies to the Institute, **there should be more than one Local Dealer but not more than two** for the purpose. However, the rates should be quoted by the Original Equipment Manufacturer (OEM) only. Also, the OEM should clearly indicate whether the orders will be placed with it or its authorized dealer(s). In such cases, no extra charges are admissible in case of supplies received from local authorized dealer(s).

#### 7. No quantum business is assured

Enlistment under Rate Contract with IIT (BHU) does not ensure business any quantum, whatsoever. The applicant and its authorized vendor should be willing to promptly supply even very low quantities of items under Annual Rate Contract (ARC) on the ARC prices & terms to IIT (BHU). Refusal to do so will be viewed as default under the ARC.

#### 8. Evaluation criteria:

The tenderer should must have at least 3 (three) years rate contract / supply experience of the Lab Chemicals, Glassware & Filter Papers with the reputed Govt. Organizations such as IIT's / MNIT / IISC / Central Universities in support of the same a copy of the related documents must be enclosed, otherwise offer may not be considered.

#### 9. Award of contract:

In case two authorized dealers are quoting the rates for same OEMs having different discount percent (%) the Annual Rate Contract for the same will be awarded to the local dealer who is offering higher discount on the recent Printed Price List of OEM / Principal.

#### 10. Presentation:

Presentation of the each qualified bidder will be held at IIT (BHU) and the expert Committee will evaluate and give marks based on the presentation of the bidder's quality, capability of supply of goods, services and supports etc.

## 11. Payment Terms

- a) Payments shall be made after satisfactory execution of the order and supply of goods in satisfactory condition on 100% bill basis.
- b) No advance payment shall be allowed under this Rate Contract.
- c) No payment will be made for unsatisfactory supply.

#### 12. Fall Clause

- **i.** The prices charged for the stores supplied under the rate contract by the firm in no event should exceed the lowest price at which the firm sells the stores or offers to sell the stores of identical description to any individual / organization / body etc. during the currency of the rate contract.
- ii. If at any time during the said period, the firm reduces the sales price, sells or offers to sell such stores to any person (s) /organization (s) / body etc. including the purchaser or any Department of Central Government or any Department of State Government or any statutory undertaking of the Central or a State Government as the case may be, at a price lower than the price chargeable under the contract, it shall forthwith inform such reduction or sale or offer to sale to the Jt. Registrar, Institute Purchase Cell, IIT(BHU) and the price payable under the contract for stores supplied after the date of coming into force of such reduction or sale or offer to sale shall stand correspondingly reduced. However, if it is discovered later on that the firm failed to inform the Institute about the reduction in the sale price and continues to charge higher rates, excess money so charged is liable to be recovered from the seller. Furthermore, such firm is liable to be debarred from doing any business with the Institute in future.

#### 13. Rejection Clause

If the stores received do not conform to the description and quality as contained in the catalogue or have deteriorated (and the decision of the purchaser in that behalf will be final and conclusive) the purchaser will be entitled to reject the said items or such portion, thereof as may be discovered not to conform to the said description and quality. On such rejection the goods will be replaced by the firm at its cost.

If the terms of the quotation etc. are vague, incomplete, contradictory and confusing; the offer will summarily be rejected without any information.

In case of sub-standard supply / non-execution of supply of ordered goods within the stipulated time, the Institute reserves the right to impose penalty on the concerned firm.

## 14. Blacklisted Tenderer

The tenderer (manufacturer or their authorized dealer) who were / are blacklisted ever by any Department of Central Government or any Department of State Government or any statutory undertaking of the Central or a State Government as the case may be will not be considered for rate contract. The decision of IIT(BHU) in this regards to accepting or rejecting such application(s) if any will be final. Suppression of any information in this matter will invite cancellation of the Annual Rate Contract with forfeiture of EMD money.

A declaration in this regard be furnished on ANNEXURE III

#### 15. Termination of the Rate Contract & forfeiture of EMD for default:

The Rate Contract can be cancelled and EMD money may be forfeited on the following ground;

a) If the vendor fails to comply with any of the terms and conditions mentioned in the Rate Contract agreement and the Purchase Order without prior approval of IIT (BHU).

b) If any of the ordered items is found having poor quality, poor workmanship, faulty designs, poor performance, etc.

Under the above circumstances the Competent Authority, IIT (BHU) may take one or all of the following actions as deemed appropriate:

- Order to procure upon such terms and in such manner, as it deems appropriate, goods similar to the
  undelivered items/products and the defaulting vendor shall be liable to compensate IIT (BHU) for
  any extra expenditure involved towards goods and services obtained.
- ii. Terminate the contract and forfeit the EMD.
- iii. Terminate the contract, forfeit the EMD and black list the vendor.

## 16. The Institute reserves the right to

- **i.** Enter into parallel rate contracts simultaneously with more than one firm for the purchases of the items.
- **ii.** Withdraw the rate contract of any firm during the currency of rate contract without assigning any reason.
- **iii.** Reject the quotation in absence of not furnishing the documentary evidence in respect of GST Registration, Income Tax clearance certificates together with the performance of supplies in various branches/institutions.
- **iv.** Reject the quotation in the event of non-furnishing the authentic documentary evidence in respect of Testing reports/Performance report of the concerned Govt. Organization/Institutions about the products being manufactured and marketed. The performance test of the product can be conducted at Institute level also for which charge will have to be borne by the suppliers.
- **v.** Reject the supplies already made, if not found up to the mark. Random checking may be adopted to test the correctness of the supply. In such an event further action may call to conform the supply or discard further business.
- **vi.** Cancel the order/reject the supplies in case where more than one authorized dealers are there and order is placed to local dealer and not to the manufacturers / distributors.
- **vii.** To reject any addition/alteration in respect of local dealerships intimated by the Principals after consideration of the case by the committee appointed by the Institute for the purpose.
- **viii.** To reject any offer which is not supported/submitted along with the Pricelist/ Catalogues/Leaflets/ Brochures /Samples where ever applicable within the scheduled time.
- **ix.** To reject any or all the offers without assigning any reasons thereof.

All disputes are subject to "Varanasi Jurisdiction" only.

The decisions of the Institute in all respect shall be final and binding on all.

Kindly note that we attach great significance to the list of the organizations of repute where a firm is on rate contract, therefore please enclose certified photocopies of the rate contract.

Please ensure that your offer is complete in all respect as no further clarifications shall be sought from you and reaches us within the last date mentioned above. **The Institute shall not be responsible for any postal delay / loss in transit etc.** 

Please mention our reference number and due date on the sealed envelope, otherwise your quotation may not be entertained.

A checklist (list of documents to be attached) with proper signature, seal and date should be enclosed with tender document for verification; otherwise the proposal will not be entertained.

Jt. Registrar Institute Purchase Cell, IIT (BHU)



# INDIAN INSTITUTE OF TECHNOLOGY (BHU) VARANASI – 221 005

Fax: 0542 – 2368428, Phone: 0542 – 2366674, mail: registrar@iitbhu.ac.in

Following proforma should be filled in and duly signed by the firm	n and sent along with the quotation.
(Please refer to the detailed instructions/notes before	e filling this proforma).

1.	Validity of the offer	:				
2.	Approximate Delivery Period	:				
3.	(a) Whether rates have been quoted F.O.R. destination/site a covers packing forwarding and insurance charges.	nd : YES / NO				
	(b) If not, please mention the same	:				
4.	(a) Whether the prices are inclusive of GST & other taxes.	: YES / NO				
	(b) If not, kindly specify the amount / rate	:				
5.	If the GST is charged extra, declaration for Charging GST correctly, attached.	: YES / NO				
6.	(a) Whether supply will be made directly or through any Local/Regional/Authorized Dealer/Stockiest: Direct	ly/Stockiest/Authorized Dealer				
	(b) If through a Stockiest/Dealer: -					
	(i) Name and full address of the Party	:				
	(ii) Whether the order to be placed with the	: Principal/Stockiest/Dealer				
	(iii) Who will raise the bill	: Principal/Stockiest/Dealer				
	(iv) Cheques will be drawn in favour of	: Principal / Stockiest / Dealer				
	(v) Whether any Delivery, Packing and Forwarding Charges will be payable to local Stockiest/Dealer (Please specify the amount/percentage etc.)	YES / NO :				
	Our terms of payment (Please indicate your preference By a (✓) mark) Please note that no other payment terms are like	tely to be accepted.				
	(a) For Local Firms or if the bills are raised by the Local	Dealers.				
	(i) 100% Payment on bill basis	:				
	OR  (ii) 100% payment against Proforma Invoice after receipt of materials in good condition, installation and satisfactory report.  (Only under exceptional cases)					
( <b>b</b>	) If the bill are raised by outstation Firms					
	(i) 100% Payment on bill basis	:				
	OR					
	(ii) 100% payment against Proforma Invoice after receipt of materials in good condition, installation and satisfactory report :					

(iii) 75% advance payment against Proforma Invoice (at site), against 100% Bank Guarantee of Purchase Order value and remaining 25% after receipt of materials in good condition, installation and satisfactory report.

**8.** Whether any other Duty is payable on the items. : YES / NO

If yes, indicate the amount/percentage. : %

(Please note that any other duty will be paid only when it is clearly shown in the invoice separately)

**9.** Whether any installation charges are payable. : YES / NO

If yes, amount to be specified.

Whether any educational discount offered on the printed price list

of the manufacturer. : YES / NO

If yes, mention the amount/percentage. : %

**10.** Whether the product bears I.S.I. Mark. : YES / NO

If yes, please mention the I.S.I. License no.

**11.** (a) Whether the firm is GST payer. : YES / NO

If yes, please mention the GST Numbers.

(b) Whether the Local Dealer(s) is / are GST payer(s) : YES / NO

If yes, please mention the GST numbers of each

12. Whether certificate of Quality Control enclosed : YES/NO

**14**. Whether printed/authenticated price list of the Firm's

Products and Catalogue etc. enclosed. : YES/NO

Signature with Seal.

# **CERTIFICATE**

# **WE CERTIFY THAT:**

- 1. We will not sell the product (s) to other institutions, bodies and also in the market on the rates less than the prices quoted by us to the Institute.
- 2. The vendor shall furnish following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate Contract (\*).
- **3.** The goods on which GST has been charged are not exempted for payment of GST Act or the rules made there under and the amount mentioned on account of GST on goods is not more than what is payable under the provisions of the relevant Act or Rules made there under.
- **4.** The goods / Stores / articles offered under the rate contract shall be of the best quality and workmanship and their supply be strictly in accordance with the technical specifications and particulars as detailed in the quotation and also certificate of quality control system attached.
- 5. The information furnished by us in the quotation is true and correct to the best of our knowledge and belief.
- **6.** We have read and understood the rules, regulations, terms and conditions of rate contract as applicable from time to time and agree to abide by them.

# **Authorized Signatory**

(Seal)

N.B.: \* I / We certify that there has been no reduction in sale price of the Stores of Description offered / sold by me / us to any Government / Semi government / Autonomous body during the currency of the R/C at a price lower than the price charged up to the date of the bill/the date of completion of supplies

# DECLARATION REGARDING CLEAN TRACK BY BIDDER

(On Manufacturer / Authorized Dealer's letterhead)

Date:
The Registrar, Indian Institute of Technology, (Banaras Hindu University) VARANASI – 221005
Sir,
Re.: Tender Enquiry No
I/we carefully gone through the Terms & Conditions contained in the above referred Tender Document. I/we hereby declare that my company / firm is not debarred / blacklisted ever or no legal case pending by any Government / Semi Government Organizations / Institutions in India or abroad. In addition to this there is no vigilance/CBI /FEMA case pending against the firm/company. I/we further certify that I'm competent officer in my company /firm to make this declaration.  Yours faithfully
(Signature of the Bidder) Name

# **Important Instructions for All the Tenderers**

Your sealed offer should reach the office of the undersigned **by Registered Post/Speed Post or by Hand.** Any offer received after the last date shall not be entertained. The following documents should also be submitted along with the offer: -

**i. Five printed copies** of the **Catalogue** / **Price List** [1 Pen-drive containing 1 editable soft copy (in excel / word file) and one pdf copy] of the products.

For Chemical & Glassware category, in case of imported chemical (s), original catalogue may also be enclosed.

- ii. Attested photocopies of the following documents:
  - **A.** Manufacturing license issued by the competent authority for each items separately.
  - **B.** Registration Certificate of Central Excise.
  - C. Registration Certificate of GST.
  - D. Drug Manufacturing License if needed for manufacturing (for Chemical & Glassware category).
  - E. Copy of Income Tax return for the last 3 year of manufacturer & Authorized dealer.
  - F. Copy of VAT / GST Assessment for the last 3 year of manufacturer & Authorized dealer.
  - G. Documentary evidence for the turnover of last three consecutive assessment years i.e. 2016-17, 2017-18, 2018-19 along with copy of the audited balance sheet of both the manufacturer and authorized dealer. A minimum turnover as indicated at page no. 2 & 3 is essential for manufacturer and authorized dealer separately.
  - H. Undertaking for Quality Control System.
- **iii.** List of organizations, Research Laboratories & Educational Institutes where the firm is on rate contract or has been supplying the items, along with their performance certificates and attested photocopies of rate contracts.
- iv. The enclosed **certificates and proforma must be returned in original** duly filled in and signed (*Photocopy will not be accepted*) failing which quotation may not be considered for Rate Contract.
- **v.** The Bidders must agree for immediate free replacement in case any discrepancy is found with regard to quality/quantity of the material to be supplied by them under this Rate Contract.

In the absence of any of the above documents/information, the offer may be summarily rejected without making any further reference to the bidders in this regard.

## APPOINTMENT OF LOCAL DEALER

- a. The manufacturer may appoint one or a maximum of two local dealers must be based at Varanasi for Indian Institute of Technology (BHU). The manufacturer should ensure that the dealer appointed for the execution of supplies are registered with G.S.T. Department and having valid GST registration.
- b. Request of appointment of new local dealer or withdrawal of any previously appointed local dealer during the financial year i.e. 2019–20 & 2020–21 will not be permitted in any circumstances.
- **c.** The manufacturer should furnish the detail information of the local dealer/s on the proforma given below and enclose along with the quotation positively, failing which appointment of local dealer will not be considered.

## N.B.: -

- (i) Any changes towards information given below in the proforma will not be accepted during the Rate Contract Session i.e. 2019 20 & 2020 21.
- (ii) <u>Diversion of order will not be allowed during the Rate Contract session i.e. 2019 20 & 2020 21 if the appointment of local dealer is not informed at the time of submission of quotation.</u>
- d. The local dealer must be Income Tax Assesses and possessing valid PAN No.

# <u>DETAIL INFORMATION IN RESPECT OF LOCAL DEALER</u> BASED AT VARANASI APPOINTED FOR THE SESSION 2019 – 20 & 2020 – 21

Sl. No.	Name & Address, Contact No. & e - mail address	GST No.	TIN No.	PAN No	Drug License No., if otherwise required
1.					
2.					