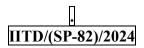
### **Notice Inviting Quotation (E-Publishing mode)**

# INDIAN INSTITUTE OF TECHNOLOGY DELHI HAUZ KHAS, NEW DELHI-110016

07/05/2024



Indian Institute of Technology Delhi is in the process of purchasing following item(s) as per details as given as under.

Details of the item	Annual Rate Contract for the supply of Chemicals, Labware & Glassware
Earnest Money Deposit to be submitted	Rs.1,00,000/- (Rs. One Lakh Only)
Performance security	For successful bidder, EMD will be converted to Security Deposit and will be retained with IIT Delhi till the expiry / termination of rate contract

Tender Documents may be downloaded from Central Public Procurement Portal <a href="http://eprocure.gov.in/epublish/app">http://eprocure.gov.in/epublish/app</a> . Aspiring Bidders who have not enrolled / registered in e-procurement should enroll / register before participating through the website <a href="http://eprocure.gov.in/epublish/app">http://eprocure.gov.in/epublish/app</a> . The portal enrolment is free of cost. This is an offline tender process where bidders needs to submit physical bids at office of the indenter (Ref. Para 7 of Schedule, Next page).

Tenderers can access tender documents on the website (For searching in the NIC site, kindly go to Tender Search option and type 'IIT'. Thereafter, Click on "GO" button to view all IIT Delhi tenders). Select the appropriate tender and fill them with all relevant information and submit the completed tender document offline on the website <a href="http://eprocure.gov.in/epublish/app">http://eprocure.gov.in/epublish/app</a> as per the schedule given in the next page.

### **SCHEDULE**

1.	Price of Tender Document	Rs. < > (Rupees only)
1.	EMD Amount	Rs. 1,00,000/- (Rupees One Lakh only)
	(If applicable)	` · · · · · · · · · · · · · · · · · · ·
	(11 applicable)	(To be paid through RTGS/NEFT. IIT Delhi Bank details are as under:
		Name of the Bank A/C : IITD Revenue Account
		SBI A/C No. : 117D Revenue Account : 117D Revenue Account : 10773572622
		Name of the Bank : State Bank of India, IIT Delhi, Hauz Khas, New Delhi-
		110016
		IFSC Code : SBIN0001077
		MICR Code : 110002156
		Swift No. : SBININBB547
		(This is mandatory that UTR Number is provided in
		the offline quotation/bid. (Kindly refer to the UTR
		Column of the Declaration Sheet at Annexure-II)
2.	Issue of Tender Document	07.05.2024 AT 17:00 HRS
4.	Date of pre bid meeting <b><optional></optional></b>	21.05.2024 AT 15:00 HRS
<u> </u>		
5.	Last Date and Time for receipts of Bids	28.05.2024 AT 15:00 HRS
6.	Opening of Technical Bid	28.05.2024 AT 15:30 HRS
7.	Place of Bid Submission & Opening of Bids	Stores and Purchase Section
		Indian Institute of Technology,
		Hauz Khas, New Delhi - 110016
8.	Address of Communication	Stores and Purchase Section
		Indian Institute of Technology,
		Hauz Khas, New Delhi - 110016
9.	Contact Phone Numbers	011-26597154, 26591727
10.	E-mail Address	drstores@admin.iitd.ac.in
		-

<sup>\*</sup>Tender document can also be downloaded (from <07.05.2024> to <28.05.2024>) from IIT Delhi Website (www.iitd.ac.in/tenders).

### **Stores and Purchase Section**

# Indian Institute of Technology Hauz Khas, New Delhi-110 016

### **NOTICE INVITING QUOTATIONS**

Dated: 07/05/2024

Subject: Annual Rate Contract for the supply of Chemicals, Labware & Glassware.

### **Invitation for Tender Offers**

Indian Institute of Technology Delhi invites offline Bids (Technical bid and Financial bid) from eligible and experienced OEM (Original Equipment Manufacturer) OR OEM Authorized Dealer for the supply of Chemicals, Labware & Glassware as per terms & conditions specified in the tender document, which is available on CPP Portal <a href="http://eprocure.gov.in/epublish/app">http://eprocure.gov.in/epublish/app</a>.

### **INSTRUCTIONS TO BIDDER: Enclosures to the Bid:**

Sl.	Enclosures to the Bid:
No.	
1	Annual Rate Contract (ARC) application Form duly filled-in, as digitally signed (Ref. Annexure II)
2	Financial Bid
3	EMD payment through RTGS (UTR No. UTR date & Bank Details attached)
4	Authorization Letter from Manufacturer for the dealers / distributors
5	Document related to the dealer's/ Auth. Dealer's Income Tax
6	Copies of the ARC or order for similar stores from any IITs or any Govt. organizations.
7	ENCLOSE THE CATALOGUE /PRICE LIST ( pdf format only) (MANDATORY)

### **Eligibility of Bidders:**

8	Copy of GST Registration to be enclosed.
9	Copy of PAN to be enclosed
10	EMD Exemption only against these certificates issued: - MSME NSIC UDYAM Registration & UDYOG Aadhar Memorandum
11	The bidder should have entered in Annual Rate Contract (ARC) for the supply of Chemicals, Labware & Glassware with at least three Government Departments/Educational Institute/Universities/ PSUs OR should have supplied the said items in at least six such organizations during the last three years. Copies of the Annual Rate Contract/ Supply order issued by the clients must be attached. (Supplier should submit its detail as per Annexure-IV)

12	Rate contract proposal will be accepted from the reputed OM (Original Manufacturer)		
	firms/suppliers/dealers positioned in India. Overseas firms interested in supplying chemicals directly		
	should be registered in India & the prices should be quoted in INR.		
13	Average Annual Turnover of company should be Rs.25 crores or above for the last three consecutive years.		
	Turnover in terms of P&L and B/sheet statement for the FYs 2021-22, 2022-23 and 2023-24 should be		
	certified by a Charted Accountant. (Supplier should submit its detail as per Annexure-V)		
14	The bidders should not have been blacklisted by any Government / Semi Government / Board/		
	Corporations/ Autonomous Body during the last two years. A self-declaration is to be submitted by the		
	firm to this effect. (Supplier should submit its detail as per Annexure-VI)		
15	The bidders should have a Standard Price List of all the products applicable throughout the country.		
	Electronic version of the catalogue indicating the price of each items be provided. The List of items may		
	be provided in pdf format only. No other format is acceptable.		
	1		

A complete set of tender documents\* may be Download by prospective bidder free of cost from the website  $\frac{\text{http://eprocure.gov.in/epublish/app}}{\text{http://eprocure.gov.in/epublish/app}}$ . Bidder has to make payment of requisite fees (i.e. Tender fees (if any) and EMD) online through RTGS/NEFT only.

# **Terms & Conditions Details**

Sl. No.	Specification		
1.	<b>Due date</b> : The tender has to be submitted off-line before the due date. The offers received		
1.	after the due date and time will not be considered.		
2.	Preparation of Bids: The offer/bid can be submitted in either a single envelope or two		
_,	separate envelopes. The technical bid should consist of all technical details along with		
	commercial terms and conditions. The Technical bid and the financial bid (Supplier should		
	submit its detail as per Annexure-IX) should be submitted Offline.		
3.	<b>EMD (if applicable)</b> : The tenderer should submit an EMD amount through RTGS/NEFT.		
٥.	The Technical Bid without EMD would be considered as UNRESPONSIVE and will not be		
	accepted. The EMD will be refunded without any interest to the unsuccessful bidders after		
	the award of contract. Refer to Schedule (at page 1 of this document) for its actual place of		
	submission.		
	Those tenderer who submitted EMD against following Tender need not submit it again		
	and they have to provide the UTR No. UTR date & Bank details for the same:-		
	Tender Name: Annual Rate Contract for the supply of Chemicals, Labware and Glassware		
	Tender ID: 2024_IIT_741565_1		
4.	<b>Refund of EMD:</b> The EMD will be returned to unsuccessful Tenderer only after finalizing		
	tenders. In case of successful bid, it will be converted into Security Deposit and will be		
	retained by the Institute till expiry of the Rate Contract. After expiry, EMD will be refunded		
	as per norms.		
5.	PRE – BID Meeting: Pre-Bid meeting is scheduled on 21st May, 2024 at 03:00 PM at		
	Committee Room, Stores & Purchase Section, Ground Floor, Main Building IIT Delhi.		
	Bidders are advised to submit representation in hardcopy and via email on		
	drstores@admin.iitd.ac.in on or before the said date. Representations received		
	thereafter will not be considered further.		
6.	The Offline bid will be opened by a committee duly constituted for this purpose. Offline bids		
	(complete in all respect) received along with EMD (if any) will be opened as mentioned at		
	"Annexure: Schedule" in presence of bidders' representative if available. Only one		
	representative will be allowed to participate in the tender opening. Bid received without EMD		
	(if present) will be rejected straight way. The technical bid will be opened offline first and it		
	will be examined by a technical committee (as per specification and requirement). The		
	financial offer/bid will be opened only for the offer/bid which technically meets all		
	requirements as per the specification and will be opened in the presence of the vendor's		
	representatives subsequently for further evaluation. 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.		
7.	Acceptance/ Rejection of bids: The Committee reserves the right to reject any or all offers		
	without assigning any reason.		
8.	Pre-qualification criteria:		
	(i) Bidders should be the manufacturer / authorized dealer. Letter of Authorization from		
	original equipment manufacturer (OEM) on the same and specific to the tender should be		
	enclosed. (Supplier should submit its detail as per Annexure-VII)		
	(ii) An undertaking from the OEM is required stating that they would facilitate the bidder		
	on a regular basis with technology/product updates and extend support for the warranty as		
	well. (Ref. Annexure-II)  (iii) OFM should be nationally internationally reputed Branded Company		
	(iii) OEM should be nationally/internationally reputed Branded Company.		
	(iv) Non-compliance of tender terms, non-submission of required documents, lack of		
	clarity of the specifications, contradiction between bidder specification and supporting		
	documents etc. may lead to rejection of the bid.		

	(v) In the tender, either the Indian agent on behalf of the Principal/OEM or
	Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product
	in the same tender.
	(vi) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not
	submit a bid on behalf of another Principal/OEM in the same tender for the same
	item/product.
9.	Performance Security: 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 stated at page #1 of the tender document within 21 days from the date of receipt of
	the purchase order/LC and should be kept valid for a period of 60 days beyond the date of
	completion of warranty period.
10.	Packing Instructions: Each package will be marked on three sides with proper paint/indelible
10.	ink, the following:
	i. Item Nomenclature
	ii. Order/Contract No.
	iii. Country of Origin of Goods
	iv. Supplier's Name and Address
	v. Consignee details
11.	vi. Packing list reference number  Delayed delivery: If the delivery is not made within the due date for any reason, the Committee
11.	will have the right to impose penalty 1% per week and the maximum deduction is 10% of the
	contract value / price.
12.	Prices: The price should be quoted in net per unit (after breakup) and must include all packing
12.	and delivery charges. The offer/bid should be exclusive of taxes and duties, which will be
	paid by the purchaser as applicable. However the percentage of taxes & duties shall be clearly indicated.
	The price should be quoted without custom duty and excise duty, since IIT Delhi is exempted
	from payment of Excise Duty and is eligible for concessional rate of custom duty. Necessary
1.2	certificate will be issued on demand.  Validity: Contract will be valid initially for two years from the date of award of contract. However,
13.	it may be extended for one more year if there is no complaint and performance/ services of the
	Contractor are found satisfactory
14.	Notices: For the purpose of all notices, the following shall be the address of the Purchaser
17.	and Supplier.
	Purchaser: Assistant Registrar,
	Store & Purchase Section, Indian Institute
	of Technology Delhi
	Hauz Khas, New Delhi - 110016.
	Tiduz Kilus, New Delli - 110010.
	<b>Supplier:</b> (To be filled in by the supplier)
	(Supplier should submit its detail as per Annexure-II).
15.	Inspection and Tests: Inspection and tests prior to shipment of Goods and at final
13.	acceptance are as Follows, if required:
	After the goods are manufactured and assembled, inspection and testing of the goods shall
	be carried out at the supplier's plant by the supplier, prior to shipment to check whether the
	goods are in conformity with the technical specifications attached to the purchase order.
	Manufacturer's test certificate with data sheet shall be issued to this effect and submitted
	along with the delivery documents. The purchaser shall be present at the supplier's premises
	during such inspection and testing if need is felt. The location where the inspection is
	required to be conducted should be clearly indicated. The supplier shall inform the
	purchaser about the site preparation, if any, needed for installation of the goods at the
	purchaser's site at the time of submission of order acceptance.
1	parameter of the with the or businession of order deceptation.

The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the equipment is installed at purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble free operation and ascertaining conformity with the ordered specifications and quality. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified. In the event of the ordered item failing to pass the acceptance test, a period not exceeding one weeks will be given to rectify the defects and clear the acceptance test, failing which the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser. Successful conduct and conclusion of the acceptance test for the installed goods and equipment shall also be the responsibility and at the cost of the Supplier. 16. **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. 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. 17. **Applicable Law:** The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to the place of jurisdiction. The place of jurisdiction would be New Delhi (Delhi) INDIA. 18. **Right to Use Defective Goods** If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation. 19. **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. 20. **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. 21. **Notices** Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX or e mail and confirmed in writing to the other party's address. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

22.	Taxes	
22.	Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits,	
	incurred until delivery of the contracted Goods to the Purchaser. However, GST in respect of the	
	transaction between the Purchaser and the Supplier shall be payable extra, if so, stipulated in the order.	
23.	Duties	
	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): The	
	procured product should be used for teaching, scientific and research work only.	
	a) Shipping details i.e. Master Airway Bill No. and House Airway No. (if exists)	
	b) Forwarder details i.e. Name, Contact No., etc.	
	IIT Delhi is exempted from paying Excise Duty and necessary Excise Duty Exemption	
	Certificate will be provided for which following information are required-	
a) Quotation with details of Basic Price, Rate, Tax & Amount on which		
	ED is applicable	
	b) Supply Order Copy	
	c) Proforma-Invoice Copy.	
24.	Termination for Default	
	The Purchaser may, without prejudice to any other remedy for breach of contract, by	
	written notice of default sent to the Supplier, terminate the Contract in whole or part:	
	i. If the Supplier fails to deliver any or all 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.	
	• For the purpose of this Clause:	
	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.	
25.	"In case of CIF/CIP shipments, kindly provide the shipment information at least 2 days in advance	
43.	before landing the shipment along with the documents i.e. invoice, packing list, forwarder Name,	
	address, contact No. in India to save demurrage charges (imposed by Indian Customs). Otherwise	
	these charges will be recovered from the supplier/Indian Agent."	
26.	GENERAL TERMS AND CONDITIONS:	
	<b>Period of the Contract:</b> The Annual Rate Contract (ARC) will be valid initially for two years	
	from the date of award of contract. However, it may be extended for one more year if there is no	
	complaint and performance/ services of the supplier are found satisfactory.	
	Delivery Schedule:	
	1. Materials should be door delivered at IIT Delhi.	

- 2. Delivery must be made within a period of 2-7 working days from the date of Supply Order either directly or through their dealer network unless otherwise specified.
- 3. If the suppliers fail to deliver the stores within the allotted delivery period as specified above, the Purchaser may procure goods or services similar to those un-delivered upon such terms and in such manner as it deems appropriate from any other firm and the supplier will be liable to the purchaser for any excess cost. Part Supply is normally not acceptable. But may be allowed on genuine cases, on written request only.
- 4. If the suppliers fail to deliver the stores within the allotted delivery period as specified above, the Purchaser may procure goods or services similar to those un-delivered upon such terms and in such manner as it deems appropriate from any other firm and the supplier will be liable to the purchaser for any excess cost.
- 5. Part Supply is normally not acceptable. But may be allowed on genuine cases, on written request only.

#### 27. Appointment of Local Dealer/ Stockiest:

The Manufacturers (OEMs) /principals offering for the ARC may furnish the name and address of their local distributor /dealer so that the copies of orders can be endorsed to them for expeditious supply. In such cases where local dealer/stockiest has been nominated by the principal, the bills raised by them against our purchase order will be accepted.

Any addition and deletion of dealership/ distributorship shall be intimated to the undersigned immediately on the authorization of a new party. **If required, OEM can authorize maximum Two Dealers.** 

### 28. Loss, Damage & shortage:

IIT Delhi shall not be responsible for any loss, damages and shortage during transit. Payment shall be made for materials received in good conditions only.

#### 29. General:

- 1. A panel of suppliers/dealers will be selected for the Supply of Laboratory Chemicals, Labware and Glassware.
- 2. Director, IIT Delhi reserves the right to enter into parallel Rate Contract for similar items any time during the period of Rate Contract with one or more parties.
- 3. The Rate Contract can be terminated at any time by giving one month's notice by either party.
- 4. The stores so supplied will have to be of high quality & grade and in the event if chemicals are found to be of inferior quality, the supplier is liable to be banned or suspended from doing business in IIT Delhi and other Govt. organizations.
- 5. The acceptance of the offer will rest with the Director, IIT Delhi, who does not bind himself to accept the lowest tender and reserves the right to reject/accept partially or wholly the tenders received, without assigning any reason.
- 6. Mere submission of application/ proposal does not imply acceptance of the same at this end and the firms will be enlisted only after meeting the laid down qualifying parameters for which decision of Director, IIT Delhi shall be final and binding on the parties.
- 7. Printed terms and conditions of the applicant on their quotation Form/ Literature/ Letter etc. if any, will not be binding on us.
- 8. Enlistment under Rate Contract with this Institute does not ensure business of any quantum, whatsoever.
- 9. Any deviation from the Terms & Conditions mentioned above will imply disqualification for the firm.

### 30. **Acceptance / Rejection:**

a) Director, IIT Delhi reserves the right to accept a quotation in part or in full or to reject all quotations or any of the quotations received, for non-compliance of any of the above items, conditions or instructions or for any other reason without assigning any reason thereof.

#### 31. Force Majeure:

Force Majeure will be accepted on adequate proof thereof.

### 32. Legal Matter:

All Domestic and International disputes are subject to Delhi Jurisdiction Only.

As per Ministry of Finance, Deptt. of Expenditure, Public Procurement Division Order (Public Procurement No.1) issued from file No.6/18/2019-PPD dated 23rd July, 2020 regarding Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 2017, it is directed that any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority i.e. the Deptt. for Promotion of Industry and Internal Trade (DPIIT). The said order will not apply to bidders from those countries (even sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (updated lists of the countries are given in the Ministry of External Affairs)

"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, participated in a procurement process.

"Bidders from a country which shares a land border with India" for the purpose of this Order means:

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

The beneficial owner for the purpose of above will be as under: -

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercise control through other means.

#### Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of share or capital or profit of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management of policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
- 2. In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.

	3. In case of an unincorporated association or body of individuals, the beneficial owner is	
1	the natural person (s), who, whether acting alone or together, or through one or more	
	juridical person, has ownership of or entitlement to more than fifteen percent of the	
	property or capital or profits of such association or body of individuals.	
	4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner	
	is the relevant natural person who holds the position of senior managing official.	
	5. In case of a trust, the identification of beneficial owner(s) shall include identification of	
	the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest	
	in the trust and any other natural person exercising ultimate effective control over the	
	trust through a chain of control or ownership.	
	la na company de la company de	
	An agent is a person employed to do any act for another, or to represent another in	
	dealings with the third person.	
	dealings with the time person.	
	For Works contracts, including Turnkey contracts, the successful bidder shall not be	
	allowed to subcontract works to any contractor from a country which shares a land	
	border with India unless such contractor is registered with the Competent Authority.	
	border with med unless such confuctor is registered with the competent realionty.	
	A certificate shall be submitted by bidders in the tender documents	
	regarding their compliance with the said order. If the certificate submitted by a	
	regarding their compliance with the said order. If the certificate submitted by a	
	bidder whose bid is accepted is found to be false, this would be a ground for	
	bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.	
34	bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.  Annexure VIII (For Goods/ Services contracts).	
34.	bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.  Annexure VIII (For Goods/ Services contracts).  All pages of the tender should be numbered and indexed.	
34. 35.	bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.  Annexure VIII (For Goods/ Services contracts).  All pages of the tender should be numbered and indexed.  The quoted price shall be valid and remain the same for the entire duration of the	
35.	bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.  Annexure VIII (For Goods/ Services contracts).  All pages of the tender should be numbered and indexed.  The quoted price shall be valid and remain the same for the entire duration of the contract.	
	bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.  Annexure VIII (For Goods/ Services contracts).  All pages of the tender should be numbered and indexed.  The quoted price shall be valid and remain the same for the entire duration of the contract.  Any change in price due to unforeseen reasons, the same should be brought to the	
35.	bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.  Annexure VIII (For Goods/ Services contracts).  All pages of the tender should be numbered and indexed.  The quoted price shall be valid and remain the same for the entire duration of the contract.	
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35. 36. 37.	bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.  Annexure VIII (For Goods/ Services contracts).  All pages of the tender should be numbered and indexed.  The quoted price shall be valid and remain the same for the entire duration of the contract.  Any change in price due to unforeseen reasons, the same should be brought to the attention of SP Section IIT Delhi along with valid proof towards the price change.  The change in the price will come into effect only after the approval of the Competent Authority of the Institute.  Bills with revised price submitted without the approval of Competent Authority will be summarily rejected.	

# **COMPLIANCE SHEET**

### TECHNICAL SPECIFICATION

Sl.	Enclosures to the Bid (Mandatory):	Compliance
No.		Y/N
1	Annual Rate Contract (ARC) application Form duly filled-in, as digitally singed (Ref. Annexure- II)	
2	Declaration (Annexure - III)	
3	List of Government Organizations for whom the Bidder has undertaken such work during last three years (Annexure -IV)	
4	Annual Turnover (Annexure – V)	
5	Non-Black list certificate (Annexure -VI)	
6	A certificate shall be submitted by bidders in the tender documents regarding their compliance with as per Ministry of Finance, Deptt. of Expenditure, Public Procurement Division Order (Public Procurement No.1) issued from file No.6/18/2019-PPD dated 23rd July, 2020 (Annexure – VIII)	
7	Financial Bid ( Annexure -IX)	
8	EMD payment through RTGS (UTR No. UTR date & Bank Details attached) Copy of transaction be enclosed.	
4	Authorization Letter from Manufacturer for the dealers / distributors (Manufacturing Authorization form (MAF) ) (Annexure -VII)	
5	Document related to the dealer's Income Tax	
6	ENCLOSE THE CATALOGUE /PRICE LIST (MANDATORY)	
7	GST: The bidder should enclose the copy of GST	
8	PAN: The bidder should enclose the copy of PAN	
9	The bidders submitting their offer must have received and executed order from any of IITs or Govt. agency for the similar items. Copy of such order must be enclosed with the offer. Non submission of such credentials shall lead to rejection of the offer.	

I have also enclosed all relevant documents in support of my claims, (as above) in the following pages.

	Signature of Bidder
Name:	
Designation:	
Organization Name:	
Contact No.:	

### ANNEXURE-II

# APPLICATION FORM FOR ANNUAL RATE CONTRACT

Sl. NO.	PARTICULARS	
1	NAME & ADDRESS OF THE OEM/ FIRM/ VENDOR (With Tel./Fax/Mobile/ email address)	
	DISTRIBUTER, IF APPLICABLE. (With Tel./Fax/Mobile/ email address) OEM may authorize maximum Two Dealers	i) ii)
3	GST NO. OF THE FIRM / DEALER (copy to be attached)	i) ii)
4	PAN NO. OF THE DEALER (copy to be attached)	i) ii)
5	UTR No. (if there is on-line payment of EMD) (copy of transaction to be attached)	
6	BANK DETAILS OF THE BIDDER- a)  Name of the Bank b) Account Number c) Attach scanned copy of one Cheque book leaf to enable us to return the EMD to unsuccessful bidder	

Seal of the Company	
Name:	
(Signature of the Tenderer	)

#### **ANNEXURE III**

### **Declaration**

• We hereby declare that all the particulars given in this application are true and complete to the best of our knowledge and belief and we will produce all the relevant documents promptly, if necessary or as and when asked for by IIT Delhi. We understand that information provided by us will serve as Pre- qualification Criteria for enlistment on ANNUAL RATE CONTRACT and in the event of any information being found false or incorrect or ineligibility being detected even after the approval of Rate Contract, our contract may be cancelled and all our claims may be forfeited by the IIT Delhi. We have read and understood all the terms and conditions of ANNUAL RATE CONTRACT and we fully agree to it.

• We also declare that we will not sell our products at a lesser price to other parties than those given to you and in the event of happening of such situation, we will be bound to refund the difference and our enlistment may be cancelled at the discretion of IIT Delhi.

• We also undertake that all the terms and such as Product Range, Price, Discount, Delivery/other charges, Terms of Payment and also the name/s of the Dealer/ Distributor will remain unchanged during the period and no alteration will be done without your official approval. However, we will promptly change our distributor / supplier if a request/ complaint is received from your end with regard to this effect due to any reason.

Date:	Signature:
Place:	Name:
	Designation:
	Seal of the firm

# Annexure-IV

# List of Govt. Organization/Deptt.

Name of the organization	Name of Contact Person	Contact No.
	Si	gnature of Bidde
	Name:	
	Designation:	
	Organization Name:	
	Contact No. :	

### Annexure - V

# **Annual Turnover Certificate**

The accompanying statement of Annual Turnover for financial years ended 2021-2022, 2022-2023 and 2023-2024 has been prepared by (Firm Name) having its registered office at (Firm address).

Financial Year	Total Turnover (in Rs.)
2021-2022	
2022-2023	
2023-2024	

We further certify that aforesaid facts are true and correct to the best of our knowledge and belief.

Countersigned By Firm

For (Charted Accountants firm name)

Name Membership No.

### Annexure - VI

### NON BLACKLISTING CERTIFICATE

[To be submitted on letterhead]

I/We hereby certify that the [Name of the company / firm] has not been blacklisted/debarred for last two years by any Central / State Government / Public Undertaking / Institute on any account.

I/We also certify that the information given in bid is true and correct in all aspects and in any case at a later date it is found that any details provided are false and incorrect, contract given to the concern firm or participation may be summarily terminated at any stage, the firm will be blacklisted and IIT Delhi may imposed any action as per NIT rules.

Date :	Name :
Place:	Business Address :
	Signature of Bidder :
	Seal of the Bidder:

### ORIGINAL EQUIPMENT MANUFACTURER (OEM)

# Manufacturing Authorization form (MAF) (On Letter Head of Manufacturer)

#### ANNEXURE-VII

Tender No. :	Date:-
То	
The Director,	
Indian Institute of Technology Delhi, New Delhi- 110016	
Dear Sir,	
We manufactures of original equipment at (	ss of Agent) to
M/s is authorized to bid and conclude t regard to this business.	he contract in
We hereby extend our full guarantee and warranty as per clausethe terms and conditions NIQ for the goods and services offered by the above for the goods and services offered by the above for the goods.	
Yours Faithfully,	
(Name)	
(Name & Seal of Manufactures)	
Note: -	

- 1. **Items of indigenous nature or quoted in INR**, more than 1 authorized representative may participate in the same tender and submit their bids on behalf of their OEM/Principal/Manufacturer if the OEM permits more than one authorized bidder in such case as per their policy.
- 2. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer
- 3. The letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The same should be included by the bidder in its techno-commercial unpriced bid.

# <On Organization Letter Head>

(ANNEXURE-VIII)
(For Goods/ Services Contracts)

No Dated:
CED THE ICA TE
<u>CERTIFICATE</u>
I have read the clause regarding restrictions on procurement from a bidder of
a country which shares a land border with India and hereby certify that this bidder is
not from such a country.
OR (whichever is applicable)
I have read the clause regarding restrictions on procurement from a bidder of
a country which shares a land border with India and hereby certify that this bidder is
from(Name of Country) and has been registered with the Competent
Authority. I also certify that this bidder fulfills all the requirements in this regard and
is eligible to be considered.
(Copy/ evidence of valid registration by the Competent Authority is to be
attached)
Signature of Bidder/ Agent
Name:
Designation:
Organization Name:
Contact No.:

### Annexure-IX

# **Financial BID**

Sr.	Particulars	
No.		
1	Percentage of discount offered on Catalogue	
	Prices	
	(Both in figure and words)	
2	GST charged on base price.	

We have also attached the .PDF copy of the price catalog of own product range which is valid on Pan India basis.

Authorized Signatory

Name of the Organization

Seal of the Organization

# **Bid Submission**

# **Offline Bid Submission:**

The Offline bids (complete in all respect) can either be submitted in single envelop or in two separate Envelops as explained below-

	Envelope (Following documents to be provided)		
Sl. No.	Content	Documents	
1.	Compliance Sheet as per Annexure - I		
2.	Application Form for Annual Rate Contract as per Annexure - II		
3.	Organization Declaration Sheet as per Annexure - III		
4.	List of organizations/ clients where the same products have been supplied (in last three years) along with their contact number(s). (Annexure-IV)		
5.	Annual Turnover (Annexure – V)		
6.	Non-Black list certificate (Annexure -VI)		
7.	A certificate shall be submitted by bidders in the tender documents regarding their compliance with as per Ministry of Finance, Deptt. of Expenditure, Public Procurement Division Order (Public Procurement No.1) issued from file No.6/18/2019-PPD dated 23rd July, 2020 (Annexure – VIII)	Technical Bid	
8.	EMD payment through RTGS (UTR No. UTR date & Bank Details attached) Copy of transaction be enclosed.		
9.	Authorization Letter from Manufacturer for the dealers / distributors (Manufacturing Authorization form (MAF) ) (Annexure -VII)		
10.	Document related to the dealer's Income Tax		
11.	GST: The bidder should enclose the copy of GST		
12.	PAN: The bidder should enclose the copy of PAN		
13.	The bidders submitting their offer must have received and executed order from any of IITs or Govt. agency for the similar items. Copy of such order must be enclosed with the offer. Non submission of such credentials shall lead to rejection of the offer.		
14.	List of Government Organizations for whom the Bidder has undertaken such work during last three years (Annexure -IV)		
15.	Price should be quoted in figures and words as per Annexure – IX	Financial Bid	
16.	Price catalog of all chemicals in form of soft copy in Pen Drive (pdf only)		