BIDDING DOCUMENT FOR RATE CONTRACT OF CHEMICALS, LABWARE, GLASSWARE ETC.

Tender Enquiry No. IITD/SPS/Chemical/2014/411 Date: 12 March, 2014

Sealed Tenders are invited by the Indian Institute of Technology Delhi, for the supply of Laboratory Chemicals (HPLC grade, Laboratory grade reagents), Labware, Laboratory gases, Plasticware and Glassware etc. from all Manufacturers of Laboratory Chemicals (HPLC grade, Laboratory grade reagents), Labware, Laboratory Gases, Plasticware and Glassware etc.

Initially, Rate Contract (RC) will be valid for the one year from the date of award of contract which can be extended for 2 more years if performance of the supplier is found satisfactory.

Detailed description of the items and instructions for submitting your offer may be downloaded from our website: www.iitd.ac.in/stores/tender. However, a Crossed Demand Draft of Rs.1000/- (Non-refundable) in favour of the Registrar, IIT Delhi should be submitted as tender fee along with the quotation.

<table>
<thead>
<tr>
<th>Place of Submission</th>
<th>Store Purchase Section</th>
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<tbody>
<tr>
<td>Tender Type</td>
<td>Single Bid System</td>
</tr>
<tr>
<td>If any clarification required, contact to-</td>
<td>Sh. Kalyan Kr. Bhattacharjee</td>
</tr>
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<td></td>
<td>Deputy Registrar (Stores)</td>
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<tr>
<td></td>
<td>Ph. 011-26591726</td>
</tr>
<tr>
<td></td>
<td>e-mail: <a href="mailto:drstores@iitd.ac.in">drstores@iitd.ac.in</a></td>
</tr>
<tr>
<td>Last Date &amp; Time of Tender Submission</td>
<td>25th Mar, 2014 at 3:00 pm</td>
</tr>
<tr>
<td>Opening Date &amp; Time of tender</td>
<td>On 25th Mar, 2014 at 3:30 pm</td>
</tr>
<tr>
<td>Place of Opening Tender</td>
<td>Store Purchase Section</td>
</tr>
<tr>
<td>Earnest Money Deposit</td>
<td>Demand Draft of Rs.50,000/- (Rs. Fifty Thousand Only) in favour of ‘Registrar, IIT Delhi’ payable at New Delhi.</td>
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</table>

Yours sincerely,

Dy. Registrar (SPS)
IIT DELHI
BIDDING DOCUMENT FOR CHEMICAL RATE CONTRACT

INTRODUCTION

Indian Institute of Technology Delhi an establishment under Ministry of Human Resources & Development, Govt. of India engaged in Research & Development activities is in frequent use of Chemicals, Labwares, Plasticware, Laboratory Gases & Glassware items. In order to simplify the process of procurement the Director, IIT Delhi desires to enter into Rate Contract for the year 2014-15 initially for one year from the date of award of contract which can be extendable for 2 more years if performance of the supplier is found satisfactory. In this connection, you are requested to submit the best competitive offer for Chemicals, Labware & Glassware as mentioned above and strictly as per the instruction and terms & conditions mentioned in the tender document.

I) INSTRUCTIONS TO BIDDER

1. The bidders (Manufacturer only) shall send the sealed quotation by filling of the ANNUAL RATE CONTRACT APPLICATION FORM & COMMERCIAL BID superscripting the above mentioned tender number and due date and must be addressed to Dy. Registrar (SPS), Store Purchase Section, IIT Delhi, Hauz Khas, New Delhi-110016.

2. Tender should be dropped in the tender box kept in the office of Dy. Registrar (SPS), IIT Delhi. No tender is to be handed over to our staff personally unless otherwise specified. All communications are to be addressed to the undersigned only. In case due date happens to be holiday the tender will be accepted and opened on the next working day.

3. At the time of bid submission bidder will submit tender fee in form of demand draft of Rs.1000/- which will be in favour of ‘Registrar, IIT Delhi’, payable at New Delhi.

4. Bidders should submit its item list along with price and discount in CDs as per Annexure-C.

II) ELIGIBILITY OF BIDDERS

1. VAT/TIN: The bidder should enclose the copy of VAT/TIN.

2. PAN: The bidder should enclose the copy of PAN.

3. The Vendor (Manufacturer) must have had a minimum annual turnover of 5 crore for the past two consecutive fiscal years (Audited copy of B/s. should be provided).
5. Minimum 5% discount should be provided. All bidders should extend maximum academic discount of IIT Delhi. Institute has the right to reject any party on the ground of insufficient academic discount.
6. EMD of Rs.50,000/- through Demand Draft.
7. The bidders must have executed at least 3 rate contracts with CSIR/ICAR/IITs or other Govt. Institute in the last 3 years (Copies of such order must be enclosed with the offer. Non submission of such credentials shall lead to rejection of the offer).

III) EARNEST MONEY DEPOSIT

1. Quotations exclusively submitted in the enclosed proforma will only be considered. However, it should be sent along with a covering letter and Demand Draft of Rs.50,000/- (Rupees Fifty Thousand Only) as EMD.
2. Submission of the EMD is mandatory. Non-submission of the same will lead to rejection of the bid.
3. Earnest Money Deposit will be returned to the unsuccessful vendors within 30 days after the award of the contract.
4. SSI/SME Units are exempted for submitting EMD as per Govt. of India Order.

IV) PERFORMANCE SECURITY DEPOSIT

For successful bidder, EMD will be converted to Security Deposit and will be retained with IIT Delhi till the expiry/termination of rate contract without any interest.

V) Enclosures to the Bid

1. RC application Form duly filled-in, signed and sealed. (Annexure-A)
2. Commercial Bid (Annexure-B)
3. Tender Fees of Rs.1000/- (Rupees One Thousand Only).
4. EMD in form of Demand Draft of Rs.50,000/- (Rupees Fifty Thousand Only)
5. Document related to the manufacturer’s Sales Tax and Income Tax.
6. Copies of the RC or order for similar stores from any IITs or any Govt. organizations.
7. All the vendors must clearly mention the make and specifications for the product they offer.
8. Enclose the Catalogue/Price List in Excel format (Mandatory). (Annexure-C)
9. The Balance sheet and P&L statement showing a minimum annual turnover of 5 crore for the past two consecutive fiscal years is attached.

10. Declaration form. (Annexure-D)

VI) SUBMISSION OF BIDS

1. The Bid should be neatly typed. Any deviation in the offer shall lead to rejection.

2. The leaflets, catalogues, etc. should be sent invariably so that a proper evaluation of the equipment offered is possible. The firm should submit one copy of latest printed price list without which the Rate Contract will not be awarded.

3. The bidders will provide a list of items in Excel format in CD as per attached format (Annexure-C).

4. The bidders who are supplying the imported materials, must be registered with the Ministry of Finance.

5. The Purchaser shall not be responsible for any postal delay and delay in receipt of the offer. Any bids received by the Purchaser which does not fulfill the desired terms and conditions shall be rejected out rightly and no communication in this regard shall be sent. Delayed/ Late Bids will not be accepted, at any circumstances.

6. All the Bids will be opened in the presence of bidder’s representatives, who, chose to attend the same as per the date and time specified in the Tender Document.

VII) GENERAL TERMS AND CONDITIONS

Period of the Contract:

1. The Rate Contract will be for one year from the date of award of contract. Rate Contract can be extendable for 2 more years if performance of the supplier is found satisfactory.

VIII) DELIVERY SCHEDULE

1. Materials should be door delivered at IIT Delhi.

2. Delivery must be made within a period of as stated at II (4) days from the issue of the 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.

4. Part Supply is normally not acceptable. But may be allowed on genuine cases, on written request only.

PRICE STRUCTURE

1. The rates and prices quoted shall be in Indian Rupees only. All duties, taxes and levies payable by the supplier under the contract shall be indicated clearly.

2. The rates and prices quoted by the supplier remain firm and fixed during the currency of the contract and shall not be subject to variation on any account, whatsoever, including statutory variations, if any. However, price revision may be allowed after one year.

3. The Quality of Research Consumables to be supplied must be such that the time-period between their date of supply and their expiry-period / perishability-period is ensured to be maximum possible and in any case, not less than 3 months.

IX) TERMS OF PAYMENT

1. Payment would be made within 30 days from the date of delivery and & Acceptance Certificate of concerned Department / Section / Store Purchase Section.

2. Payment shall be made through RTGS or such other mode / electronic fund transfer offered by the Bank.

3. Octroi charges will be reimbursed only subject to production of Original Octroi Receipt.

X) APPOINTMENT OF LOCAL DEALER/ STOCKIEST

1. The Manufacturers (OEMs) /principals offering the RC may authorize/ will appoint maximum 2 local distributor /dealer, so that the copies of orders can be endorsed to them for expeditious supply. In such cases where local dealers/ stockiest has been nominated by the principal, the bills raised by them against our purchase order will be accepted.

2. Any addition and deletion of dealership/ distributorship shall be intimated to the undersigned immediately on authorization of a new party.
XI) TAXES & DUTIES

1. As per Govt. Notification no. 10/97-CE dt. 1st March 1997, IIT Delhi is exempted from Excise Duty for scientific / technical instruments which are used for research purpose only. We shall provide all the documents under this notification to enable you to clear the goods without payment of excise duty, whenever required.

2. As per Govt. of India Notification no. 51/96 Custom dt. 23rd July 1996, IIT Delhi is exempted from Custom duty for all research equipment. We shall provide all the documents under this notification to enable you to clear the goods without payment of Custom duty, whenever required.

3. CST/VAT will be charged as applicable. Any statutory variation will be paid to supplier on documentary evidence. Kindly clearly indicate the percentage of CST/VAT applicable.

4. Octroi Entry Taxes, as applicable will be paid by the firm and can be claimed afterwards on bill basis on production of original receipt.

XII) 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.

XIII) GENERAL

1. A panel of suppliers/dealers will be selected for the Supply of Laboratory Chemicals, Labware, Laboratory gases, Plasticware, Glassware etc.

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.

XIV) LIQUIDATED DAMAGES

Timely delivery is essence of the contract and hence should any consignment be delayed, liquidated damages at the rate 0.5% of the price of the delayed consignment, for each weeks or part thereof shall be levied and recovered subject to maximum of 5% of total order value.

XV) ACCEPTANCE / REJECTION

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.

XVI) FORCE MAJEURE

Force Majeure will be accepted on adequate proof thereof.

XVII) LEGAL MATTER

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

Dy. Registrar (SPS)
IIT Delhi
Ph.: 26591726

Encl.: Annexure - A, B, C & D
# ANNEXURE ‘A’

**APPLICATION FORM FOR ANNUAL RATE CONTRACT**

(To be filled by manufacturer)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Vendor Details</th>
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<tbody>
<tr>
<td>1.</td>
<td>Name &amp; Address of the Manufacturer (with phone no. &amp; e-mail ID)</td>
</tr>
<tr>
<td>2.</td>
<td>Complete Address details of Local Authorized Dealer/ Distributor (Maximum 2 Dealers)</td>
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<tr>
<td></td>
<td>i) M/s.__________________________</td>
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<tr>
<td></td>
<td>Address : ______________________</td>
</tr>
<tr>
<td></td>
<td>VAT/TIN No. of authorized Dealer ________________ (attach copy)</td>
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<tr>
<td></td>
<td>PAN No. of authorized Dealer ________________ (attach copy)</td>
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<td></td>
<td>Contact Person Name :</td>
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<td></td>
<td>Phone :</td>
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<td>Fax :</td>
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<td>Mobile No. :</td>
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<td>E-Mail ID :</td>
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<td>ii) M/s.__________________________</td>
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<tr>
<td></td>
<td>Address : ______________________</td>
</tr>
<tr>
<td></td>
<td>VAT/TIN No. of authorized Dealer ________________ (attach copy)</td>
</tr>
<tr>
<td></td>
<td>PAN No. of authorized Dealer ________________ (attach copy)</td>
</tr>
<tr>
<td></td>
<td>Contact Person Name :</td>
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<td>Phone :</td>
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<td>Mobile No. :</td>
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<td>E-Mail ID :</td>
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<td>3.</td>
<td>VAT/TIN No. (attach copy)</td>
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<tr>
<td>4.</td>
<td>PAN No. (attach copy)</td>
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<td>5.</td>
<td>Manufacturer's minimum annual turnover of Rs. 5 crore for the past two consecutive fiscal years (attach copy)</td>
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<td></td>
<td>i) Year _____ Rs. ________________</td>
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<td></td>
<td>ii) Year _____ Rs. ________________</td>
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Date: (Authorized Signatory)
Place: (Seal of the firm)
### COMMERCIAL BID

<table>
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<tr>
<th>Sl. No.</th>
<th>Details</th>
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<tbody>
<tr>
<td>1.</td>
<td>Percentage of discount offered on Catalogue Prices (Both in figure and words)</td>
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<tr>
<td>2.</td>
<td>CST/VAT charged on the price. To be mentioned whether inclusive or extra. (No. C &amp; D form will not be issued)</td>
</tr>
<tr>
<td>3.</td>
<td>Name of the IITs/ Govt. Institutes having similar ARC/ Orders (attach copies)</td>
</tr>
<tr>
<td>4.</td>
<td>Delivery Period As per clause II (4)</td>
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<tr>
<td>5.</td>
<td>Delivery of material Door delivery at IIT Delhi</td>
</tr>
</tbody>
</table>

**Authorized Signatory**

**Name of the Organization**

**Seal of the Organization**
ANNEXURE ‘C’

List of Items
(To be prepared in Excel Format)

**Category:** Please tick (√) the category of your items

1. Laboratory Chemicals (HPLC grade, Laboratory grade reagents) □
2. Labware □
3. Laboratory gases □
4. Plasticware □
5. Glassware □

<table>
<thead>
<tr>
<th>Item Code</th>
<th>ITEM DESCRIPTION</th>
<th>GRADE (HPLC GRADE, LR, AR)</th>
<th>CAPACITY</th>
<th>MRP</th>
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DECLARATION

1. We, M/s. ____________________________________________________ hereby represent that we have gone through and understood the Tender Document and our bid has been prepared accordingly in compliance with the requirements stipulated in the said document.

2. We agree to supply the goods as and when ordered, according to the quantity mentioned in the Order. We confirm that the same will meet the description & the specification & other technical details as mentioned in our Rate Contract Offer.

3. We, also confirm that we agree to all the other terms & conditions of your tender enquiry including the terms of delivery, period of delivery and warranty provision.

4. We, also 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.

5. 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.

6. 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, name and address of the authorized executive of the tendering firm i.e. Manufacturer)

Place:

For and on behalf of ________________

(Name and address of tendering firm)

Seal of the tendering firm ________________