

RE-TENDER
REQUEST FOR PROPOSAL FOR
ANNUAL RATE CONTRACT OF VARIOUS CHEMICALS, GLASSWARES & LABWARES ITEMS



Tender No. : IITMANDI/S&P/PUR-06/2017-18/6213-14

Tender date: 05th October, 2017

Last Date of submission: 16th October, 2017

Indian Institute of Technology Mandi
IIT Mandi, Administrative Block at Bamboo Hut, Near
Director Office, Kamand - 175005

Tel.: 01905-267039

Email: tenders@iitmandi.ac.in

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SECTION 1 - BID SCHEDULE

Tender No.	IITMANDI/S&P/PUR-06/2017-18/6213-14
Tender Date	05 th October, 2017
Item Description	Annual Rate Contract for the supply of Chemicals/ Labwares/ Glasswares items
Tender Type	Online bids in two Bid System are invited for the supply of laboratory chemical(HPLC grades, labrotarory grade reagents), Labware, laboratory gases, plastic wares and glassware etc.
Last date a n d t i m e of submission of tender:	16 th October, 2017 till 3:00 P.M
Opening Date & Time of tender	17 th October, 2017 at 3:00 P.M
Place of Opening of Tenders	Indian Institute of Technology Mandi IIT Mandi, Administrative Block at Bamboo Hut, Near Director's Office, Kamand - 175005
Tender Fees	Non-Refundable Tender Fee of Rs. 1000/- (Rs. One Thousand Only) in the form of Demand Draft in favour of 'The Registrar, IIT Mandi' payable at Mandi to be submitted along with the quotation. The same should reach at IIT Mandi before the date of submission of technical bids.
Earnest Money Deposit	Earnest Money Deposit (EMD) of Rs. 10,000/- (Rs. Ten Thousand Only) in the form of Demand Draft in favour of 'The Registrar, IIT Mandi' payable at Mandi.
Any Clarification	Email : arsp@iitmandi.ac.in

SECTION 2 – ELIGIBILITY CRITERIA

1. The Bidding firm should be in existence for minimum period of 3 years – **(Copy of Certificate of Incorporation / Registration Certificate of the firm)**
2. Copy of the **PAN CARD** of the firm. The firm should submit the attested copies of Sales Tax / VAT Registration/PAN/TAN No/GST No.
3. The Agency/Contractor should not have been blacklisted by any Govt., Semi -Govt. Deptt., or any other organization. An original copy of affidavit to this effect shall be given by the firm along with the Tender Fee & EMD.
4. The bidders must have successfully completed at least 5 or more rate contracts in any of the NIT/CSIR/ISSER/ISC/ IITs or Govt. Institutes/University for similar items. Copies of such rate contracts and minimum 5 purchase orders of each rate contract must be enclosed with the offer. - **Annexure A-1**
5. The Bidder should have annual Business Turnover of minimum Rs. 5 crore for the similar items for the any of the last two Financial years i.e. 2014-15, 2015-16 & 2016-17. **Annexure A-2** (Copy of Audited Annual Accounts for the last two years to be submitted).
6. The Bidder should submit filed ITR for any of the last two years i.e. A. Y. 2014-15, 2015-16 & A. Y. 2016-17. **Annexure A-3.** (Copy of filed Acknowledgments to be submitted.)
7. **Undertaking Annexure A-4.**
8. If bidder is Local dealer/distributor/stockist, it is mandatory to attach **Authorization Certificate** along with the bid.

SECTION 3- INSTRUCTIONS TO BIDDERS

SUBMISSION OF OFFER:

1. Technical & Financial Bids should be submitted in PDF format.
2. **In case of financial bids**, a standard BOQ format has been provided in PDF format. However, bidder may make changes as per their requirement. Bidders are required to download the BOQ PDF file and fill their financial offer on the same BOQ format. After filling the same, submit it online in PDF format, without changing the financial template format. If the BOQ format file is found to be modified by the bidder, the bid will be rejected.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid documents may be scanned with 100 dpi with black and white option.
4. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
5. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
6. **Kindly add scanned PDF of all relevant documents in a single PDF file like, compliance sheet, OEM/Principle Certificate etc.**
7. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. The technical and financial bids should be submitted online through portal <http://eprocure.gov.in/eprocure/app> in original. The financial bid should include the cost of main equipment/item and its accessories. If there is any separate cost for installation etc. that should be quoted separately.
10. Each bidder should mark the following reference on the top of the bids submitted online: **“IITMANDI/S&P/PUR-06/2017-18/6213-14/Item Name dated 05th October, 2017”**.
11. The printed literature and catalogue/brochure giving full technical details should be attached with the technical bid to verify the requirement mentioned in the tender. The bidders should submit copies of suitable documents in support of their reputation, credentials and past performance in .pdf format.
12. The rates should be quoted in figures (typed or printed) and cutting should be avoided. The final amount should be in figures as well as in words. If there are cuttings, they should be duly initialed, failing which the bids are liable to be rejected.
13. **Those bidders who have already submitted their tender in response to NIT No. IITMANDI/S&P/PUR-06/2017-18/451-452, Dt. 21st April, 2017 need not to bid again. However with reference to their earlier proposal, they can submit any additional related to their technical bid only.**

14. **Tender Cost:** The bidder should submit a demand draft of **Rs. 1,000/- (Rupees One Thousand only)** towards non-refundable **tender fee, drawn in favour of “The Registrar, IIT Mandi”** payable at Mandi in a sealed envelope super-scribed as **“Tender fee & NIT No. IITMANDI/S&P/PUR-06/2017-18/6213-14/Item Name dated 05th October, 2017”** on or before last date & time of submission of bids. In the absence of tender cost, the tender will not be accepted.

15. **Earnest Money Deposit (EMD):**

Bidder should furnish an EMD of a refundable amount of **Rs 10,000/-** in the shape of DD from a scheduled bank in India drawn in favour of **“The Registrar, IIT Mandi” payable at Mandi**. The EMD should be submitted in sealed envelope super-scribed as EMD & NIT No. **“IITMANDI/S&P/PUR-06/2017-18/6213-14/Item Name dated 05th October, 2017”**. The bidders should enclose a pre-receipted bill for the EMD to enable us to return the EMD of unsuccessful bidders. **Failure to deposit Earnest Money will lead to rejection of tender.** In the event of the awardee bidder backing out, EMD of that bidder will be forfeited.

➤ **Note: Both (tender fee & EMD) envelops should be placed in another sealed envelope and to be addressed to:**

**“Assistant Registrar, Stores and Purchase”
Indian Institute of Technology Mandi (IIT Mandi),
Near Director Office, Kamand Distt. Mandi – 175005 (H.P), India”**

This envelop having tender fee & EMD should reach on or before last date & time of submission of bid.

EMD Exemption:

The Institute may accept bids without EMD from those bidders who are registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or the Ministry/ Department concerned **as Manufacturer**. To claim the exemption, the bidder must be offering goods manufactured by themselves. Exemption will not be granted in case the bidder is acting as an agent for some other vendor.

16. Any bidder currently engaged in litigation with other Organizations, must inform their status in writing.

17. Communication with bidders will be carried out electronically and /or in hard copy. All bidders must provide their current E-mail address.

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

19. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay.

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

PRICE STRUCTURE

1. The rates and prices quoted shall be in Indian Rupees upto FOR IIT Mandi at Kamand. 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.

CANCELLATION OF TENDER:

1. Notwithstanding anything specified in this tender document, IIT Mandi in its sole discretion, unconditionally and without having to assigned any reasons, reserves the rights:
 - a) To accept OR reject lowest tender or any other tender or all the tenders.
 - b) To accept any tender in full or in part.
 - c) To reject the tender offer not conforming to the tenders terms.

VALIDITY OF THE OFFER: 180 Days from the date of submission of offer.

TRANSFER AND SUBLETTING : The seller shall not sublet, transfer, assign or otherwise part with the acceptance to the tender or any part thereof, either directly or indirectly, without the prior written permission of the Purchaser.

EVALUATION OF OFFER:

1. The bidders fulfilling the eligibility criteria will be considered for evaluation of their technically and commercially acceptable offers. Further, the proposals found suitable/appropriate will be considered for empanelment. Mere fulfilling the eligibility criteria does not imply consideration for empanelment.
2. Offer which deviates from the vital conditions (as illustrated below) of the tender shall be rejected:
 - a) Non- submission of complete offers.
 - b) Receipt of offers after due date and time and or by email / fax (unless specified otherwise).
 - c) Receipt of offers in open condition.
3. In case any BIDDER is silent on any clause(es) mentioned in this tender document, IIT Mandi shall construe that the BIDDER had accepted the clause(es) as per the invitation to tender No. further claim will be entertained.
4. No revision in the terms and conditions quoted in the offer will be entertained after the last date and time fixed for receipt of tenders.

5. The bidder should consider allowing academic discount to IIT Mandi. The element of discount should be clear and understandable. The discount if any, should be valid for the period of contract subject to annual revision along with the revision of contract period if considered.

SECTION 4 – TERMS AND CONDITIONS

AWARD OF CONTRACT:

1. The Empanelled suppliers will abide by all the Terms & Conditions of the Tender Document.
2. The qualified suppliers will be empanelled initially for the period of one year which can be extended further upto two more years subject to annual revision, if their performance found satisfactory.
3. The Performance of the empanelled suppliers will be reviewed during contract period and IIT Mandi reserves the right to retain or delete supplier(s) in the list of rate contract based on performance. No intimation in the regard will be given.
4. Discount if any, should be valid for at least for the period of contract as per conditions above.

Return of EMD

1. EMD of unsuccessful bidders will be returned within 30 days after the award of the contract.
2. EMD of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or derogates from the tender in any respect within the period of validity of its tender. Further, if the successful tenderer fails to furnish the required performance security within the specified period, its EMD will be forfeited.
3. In case there is loss or damage to the material or unsatisfactory services are provided to IIT Mandi by the bidder then such losses will be adjusted from the Security deposit.

PAYMENT TERMS:

1. 100% Payment will be released after the delivery / acceptance on the basis of Certificate of faculty concerned.
2. Entry Tax etc. will be reimbursed subject to production of Original Receipt only.

DELIVERY SCHEDULE:

1. Materials should be door delivered in IIT Mandi at Kamand. No freight will be paid on this account.
2. Delivery must be made preferably within a period of 30 days from the issue of the order either directly or through their dealer network unless otherwise specified. Earlier delivery by the supplier is preferred/appreciated.
3. If the suppliers fail to deliver the stores within the scheduled delivery period as specified above, the purchaser may procure goods or services similar to those undelivered 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 besides penalty.

3. If the ordered material is not supplied in the above mentioned period then IIT Mandi reserves the right to cancel the order/not accepts the ordered materials. For the permanent/temporary discontinued items, the firm shall intimate the same to IIT Mandi within 10 days from the date of order otherwise the LD Clause will be applicable for the discontinued items.
5. Part Supply is normally not acceptable. But may be allowed on genuine cases, on written request only.

PENALTY:

Liquidated damages: The date of delivery should be strictly adhered to, otherwise the institute reserves the right not to accept the delivery in part or full. The liquidated damages @ 1% per week subject to a maximum of 10% of the value of the order can be imposed and recovered.

FORCE MAJEURE: Force Majeure will be accepted on request in writing and on production of adequate proof thereof.

Performance Security:

A successful bidder should submit performance Security amounting to Rs. 1, 00,000/- in the shape of DD from a scheduled bank in India drawn in favour of **“The Registrar, IIT Mandi” payable at Mandi.**

APPOINTMENT OF LOCAL DEALER/ STOCKIST:

1. The Manufacturers (OEMs) / principals offering for the RFP may furnish the name and address of their local distributor / dealers, so that the copies can be endorsed to them for expeditious supply. In such cases where local dealers / stockiest(s) has been nominated by the principle, the bill 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.

TAXES & DUTIES:

1. As per Govt. Notification No. 10/97-CE dated. 1st March 1997, IIT Mandi 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. Please state clearly that this certificate is required.
2. As per Govt. of India Notification No. 51/96 Custom dated 23rd July 1996, IIT Mandi 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 custom duty, whenever required. Please state clearly that this certificate is required.
3. GST if leviable will be paid as applicable. Any statutory variation will be paid on documentary evidence. Kindly clearly indicate the percentage of GST applicable.

4. Entry Tax/Octroi, as applicable will be paid first by the firm and can be claimed afterwards on bill basis on production of original receipt(s).

LOSS, DAMAGE & SHORTAGE:

IIT Mandi shall not be responsible for any loss, damage and shortage during transit. Payment shall be made for materials received full and in GOOD CONDITION only.

GENERAL:

1. IIT Mandi 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.
2. A panel of bidders / suppliers shall be selected for the supply of subjected items.
3. The leaflets, catalogues, etc. should be sent invariably so that a proper evaluation of the equipment offered is possible.
4. The Rate Contract can be terminated at any time WITHOUT NOTICE by either party.
5. 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 Mandi and other Govt. Organizations.
6. The acceptance of the offer will rest with IIT Mandi, 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.
7. 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 IIT Mandi shall be final and binding on the parties.
8. Printed terms and conditions of the applicant on its quotation Form/ Literature/ Letter etc. If any, will not be binding on IIT Mandi.
9. Enlistment under Rate contract with this Institute does not ensure business of any quantum, whatsoever. Institute reserves the right to place an order for similar items on any other firm. Any deviation from the Terms & Conditions mentioned above will imply disqualification for the firm.
10. Prices charged for the stores supplied under Rate Contract should under no event be higher than lowest prices at which the party sells the items of identical description to any other Govt. organization / Private Organization during the period of contract failing which the "FALL CLAUSE" will be applicable. A certificate to this effect may be provided by the firm that the lowest prices have been offered to IIT Mandi. In case it is found that the price charged by the firm is more, the same will be recovered from the subsequent/unpaid bill(s) of the supplier. (Format as per Annexure "D")
11. If the quality of product and service provided is not found satisfactory, IIT Mandi reserves the right to cancel or amend the contract.

12. The bidder may ensure that the price quoted is FOR IIT Mandi at Kamand basis including its unloading at campus as per the purchase order inclusive of all taxes and duties. In case of temperature controlled products, necessary dry ice and other precautionary measures shall be taken so that the items remain in that temperature zone till its arrival at the end user.
13. For Imported items the firms should give their quote in Foreign Currency. Simultaneously, they can quote in Indian Currency which should have endorsement of the principal company. Any firm having Custom Bonded Warehouse shall be preferred. In such cases the modalities of supply and exemption shall be mentioned clearly.

ACCEPTANCE / REJECTION:

IIT Mandi 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.

Arbitration Clause:

In the event of any dispute or difference(s) between the vendee Institute (IIT Mandi) and the vendor(s) arising out of non-supply of material or supplies not found according to specifications or any other cause whatsoever relating to the supply or purchase order before or after the supply has been executed the matter, shall be referred to "The Director, IIT Mandi", Kamand who may decide the matter himself or may appoint arbitrator(s) under the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding on both the parties.

- a) In 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 above. But if this is not acceptable to the supplier then dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.
- b) The venue of the arbitration shall be the place from where the order is issued.
- c) The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
- d) All disputes shall be subject to Mandi Jurisdiction only.

**Assistant Registrar
(Stores & Purchase)**

SECTION 5 – BIDDER'S INFORMATION

Sr. No.	Vendor Details	
1	NAME & ADDRESS OF THE MFTR. / FIRM / VENDOR (with Tel. / Fax / Mobile / email address)	
2	NAME & ADDRESS OF THE LOCAL AUTHORISED DEALER / DISTRIBUTERS, if applicable	
3	Phone with STD code-	
4	Fax-	
5	E-mail-	
6	Contract Person Name-	
7	Mobile No. -	
8	Type of Bidder -	
9	- Manufacturer (Please mention)	
10	- Authorised Dealer / Stockiest of Chemical / Glasswares / Labwares (Attach Authorisation Certificate)	

SECTION 6- COMMERCIAL BID

Sl. No	Details
1	Percentage of discount offered on Catalogue Prices (Both in figure and words)
2	Categories wise i.e.(Laboratory Chemicals (HPLC grade, Laboratory grade reagents), Labware, Laboratory gases, Plasticware, Glassware) and itemwise Catalogue price clearly mentioning unit prices, description, allied taxes etc
3	Delivery Period at IIT at Kamand

(Note:- Commercial terms and conditions in PDF format must also be uploaded)

Date:

Signature _____
Name & Address of the Firm _____
Telephone No. _____
Mobile No. _____

ANNEXURE A-1: CLIENT DETAILS
(On Company / firm's Letterhead)

Date:

To,

The Registrar
Indian Institute of Technology Mandi
IIT Mandi, Administrative Block at Bamboo Hut, Near
Director Office, Kamand - 175005

Sir,

Ref: IITMANDI/S&P/PUR-06/2017-18/6213-14 dated 05th October, 2017 tender for Annual Rate Contract for the Supply of Chemical, Glasswares and Labwares etc.

I/we hereby mention following list of our clients which mention successfully completed at least 5 or more rate contracts in any of the IITs/Nits/CSIR/IISER/ISC/Govt. Institute/Govt. University for the similar items. Copies of such rate contracts and minimum 5 purchase orders of each rate contract must be enclosed with the offer

Sr. No.	Name of Client	Purchase order / rate contract details	Amount of order

Yours faithfully,

(Signature of the Bidder)
Name & Designation
Seal
Date :
Business Address

: Encl : As above

ANNEXURE A-2 : DECLARATION OF ANNUAL TURNOVER AND INCOME TAX RETURN
(On Company / firm's Letterhead)

To,
The Registrar
Indian Institute of Technology Mandi
IIT Mandi, Administrative Block at Bamboo Hut, Near
Director Office, Kamand - 175005

Sir,
Ref: IITMANDI/S&P/PUR-06/2017-18/6213-14 dated 05th October, 2017 tender for Annual Rate Contract for the Supply of Chemical, Glasswares and Labwares etc.

1) I/we hereby declare that, our firm's Annual Turnover for similar/subjected items is more than Rs. 5 Crore , and I/we have also supported an Audited Accounts for your references :

F.Y. 2014-15	F. Y. 2015 - 16	F. Y. 2016 - 17

And,

2) I/we hereby declare that, our firm had filed Income Tax Returns for any of the last two year's i.e. A. Y. 2014-15, 2015 - 16 & 2016 - 17. Supported by copy of ITR of two years.

Yours faithfully,

(Signature of the Bidder)
Name & Designation
Seal
Date :
Business Address :

Encl : As above

ANNEXURE A- 3 : UNDERTAKING
(On Company / firm's Letterhead)

We hereby declare that all the particulars given in this RFP 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 Mandi. 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 you contract may be canceled and all your claims may be forfeited by the IIT Mandi. We have read and understood all the terms and conditions of RFP 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 Mandi. 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.

(Signature of the Bidder)

Name & Designation

Seal

Date :

Business Address:

ANNEXURE A-4: FALL CLAUSE NOTICE CERTIFICATE
(On Company / firm's Letterhead)

FALL CLAUSE NOTICE CERTIFICATE

Ref: IITMANDI/S&P/PUR-06/2017-18/6213-14 dated 05th October, 2017 tender for Annual Rate Contract for the Supply of Chemical, Glasswares and Labwares etc.

This is to certify that we have offered the maximum possible discount to you in our Quotation No. _____ dated _____

The prices charged for the stores supplied under Rate Contract should under no event be higher than lowest prices at which the party sells the items of identical description to any other Govt. organisation/PSU's/Autonomous bodies/Pvt. Organisations during the period of contract failing which the "FALL CLAUSE" will be applicable.

In case, if the price charged by our firm is more, IIT Mandi will have the right to recover the excess charged amount from the subsequent/unpaid bill of the supplier.

Seal and Signature of the Bidder

Note: This letter of authority should be on the letterhead of the quoting firm and should be signed by a person competent and having the power of attorney to bind the same.