



DELHI TECHNOLOGICAL UNIVERSITY
(formerly Delhi College of Engineering)
Government of National Capital Territory of Delhi
Shahbad Daultapur, Bawana Road, Delhi 110 042
Tel : +91-11-27296326, Fax : +91-11-27871023
www.dtu.ac.in,

F.No.DTU/211/02-01/17-18/SP/Part-II(Gases)

Dated:

E-tender under two bids system (**technical bid and financial bid**) from **manufacturers/ authorized dealers only** are invited for procurement of Gas on rate contract basis for one year period from date of award of contract and extendable by up to three years as detailed below and as per terms and conditions given in tender document.

Item	Date
Bid Document Download Start Date	15/03/19
Bid Submission Start Date	15/03/19
Bid Submission End Date	10/04/19

The E-tender should be uploaded latest **by 10/04/19 at 2.30 P.M.**. The tenders will be opened on the same date at **3.00 P.M** by the Tender Opening Committee in the presence of the bidders who wish to be present at the time of opening of bids. Interested firms may download the documents from the website of Govt. of NCT Delhi/DTU website. EMD amount of Rs. 10,000/- in form of the B.G/FDR/DD drawn in f/o **Registrar, Delhi Technological University**, Delhi, A/c may be submitted in the tender box placed in the Office of OIC, S&P, Delhi Technological University, Delhi on or before the last date and time of submitting the e-tender. After closing of the e-tender no EMD would be accepted.

Note: Technical Bids with incomplete documentation & details and in Manual/hardcopy bids shall be rejected summarily.

Yours faithfully,
OIC(S&P), DTU

Eligibility Criteria

1. The Bids are invited only from OEM or from Authorized distributors for sale by the OEM.
2. The bidder should not be black listed by any Govt/Pvt. Organization.
3. The bidder should have minimum 03 years of experience of supplying Gas.
4. The bidders must be registered with GST.
5. The bidders must have PAN number
6. GST/VAT Return copy of fourth quarter for last three financial years from date of opening of tender bid .
7. All Annexure duly filled & signature by vendor/OEM.

The details of the tender, items(s) and their technical specification are as under:

Particulars

(Not limited to the brand mentioned below)

Laboratory Gases (including liquid N₂ and Dry ice):-

Sigma Gases, Krishna Gas Agency, PRAXAIR, Carbochem, Ashish traders, R.T. Traders, etc.

Note :-- The firms mentioned in the list are advised to quote the percentage discount on their prevailing list price/catalogue price for various items in Financial Bid Envelopes.

1. Bid Submission

“Technical Bid” shall be submitted as per Annex-I (i-vi)

“Financial Bid” shall be submitted as per Annex-II

Bids shall be submitted online only at CPP portal: <https://eprocure.gov.in/eprocure/app>. Tenderer/contractor are advised to follow the instructions provided in the ‘Instructions to the Contractor/Tenderer’ for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement at <https://eprocure.gov.in/eprocure/app>.

2. OPENING OF FINANCIAL BID AND EVALUATION: Financial bids of eligible bidder will be opened. The lowest financial bid in respect each items will be considered for award of work.
3. FINAL DECISION MAKING AUTHORITY: The University reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders. No claim whatsoever will be entertained/paid by the university to the bidder(s).
4. SUMMARY REJECTION OF TENDER: The tenders received after due date and time shall be summarily rejected. Similarly, if the bidder proposes any alternation in or additions to the prescribed form of tender or decline to carry

out any work of the tender document; or any conditions mentioned, etc., his/her tender is liable to be rejected.

5. AMENDMENT OF TENDER DOCUMENT: Before the deadline for submission of tender, the University may modify the tender document by issuing addendum/corrigendum.
6. Any addendum/corrigendum thus issued shall be a part of the tender document and shall be uploaded on the DTU website and CPP portal <https://eprocure.gov.in>. Prospective bidders must visit the website before filling and submission of Tender Document for such information.
7. ARBITRATION AND SETTLEMENT OF DISPUTES: In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to matter the decision of which is specifically provided under this agreement), the same shall be referred to sole arbitrator of the University or any other person as approved by the Vice Chancellor, DTU. There will be no objection for any such appointment on the ground that the arbitrator is an Employee of the University or that he/she has to deal with the matter to which the agreement relates or that in course of his/her duties as the University Employee he/she has express views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. The arbitrator may from time to time with the consent of parties change the time for making and publishing the award. Subject to India Arbitration and Conciliation Act 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration

TECHNICAL BID

- A. Name of the Company:
- B. Address :
- C. Mobile/Tele No/ fax No.
- D e-mail:
- E. Contact person Name and mobile number
- F. The number of years of experience in supply of Gas:
- G. Total value per year of Business during the last three years:
(please attach GST/VAT return for fourth quarter of last three
years from the date of opening of tender bid)
- H GST No.:
- I PAN Number:
- J. Technical details as per given under specification: Technical specifications for supply of Gas.

SN	Name of the Item	Specification	Remarks

- K. Warranty or Guaranty Period:

TERMS AND CONDITIONS

1. Period of supply :

- A. After placing the Purchase order to the Vendor (manufacturer/distributor) the vendor must supply the items within 15 days.
- B. The supplies shall have to be made within the period specified (Default 15 days) in the purchase order failing which the order shall be cancelled and the Earnest Money will be forfeited.
- C. However, in exceptional circumstance and, on written request, from the supplier/tenderer, extension of date for supply of the material may be considered. Extension in supply period is at the sole discretion of the University.
- D. University reserves the right to purchase the items from open market if the vendors fail to supply the items in the fixed time period i.e. 15 days or after the expiry of the extension period, as the case maybe. The University also reserves the right to claim and receive the extra amount paid by the University for such Purchases from the vendors whom the PO had been issued.
- E. The university reserves the right to levy liquidated damages up to 2% of the value of the order for delayed supply.
- F. Part Supply is normally not acceptable. But, may be allowed on genuine cases, on written request only.

- 2.** The acceptance of the offer will rest with the Vice Chancellor, DTU, 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.

3. ALTERATION IN THE SPECIFICATION.

The specification issued with this form of tender must not be altered by the Suppliers.

4. ALTERATION OF PRICES INSERTED IN THE TENDER

Alteration in the prices quoted in the tender should be avoided. If it becomes necessary, the same must be made legibly in writing. The person forwarding the tender should attest the same.

5. INCOMPLETE TENDERS

Tender will not be considered if complete information is not given at the time of tendering or if the particulars and data (if any) asked for are not given.

6. CANCELLATION OF TENDER/ CONTRACT IN PART OR IN FULL IN CASE OF DEFAULT IN CONTRACT/SUPPLY:

If the Suppliers in the opinion of the purchaser, fails or neglects to comply with any of the terms & conditions, the head of institute shall without prejudice to any other right or remedies under the contract, has the right to cancel the contract /order by giving 15 days notice in writing to the Suppliers/firms without being liable to pay compensation for such cancellation.

- i. If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser;
- ii If the supplier in the opinion of the purchaser fails or neglects to comply with any of the terms & conditions of the contract/tender.
- iii If the Supplier fails to perform any other obligation(s) under the Contract.
- iv 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.

- 7.** Rates must be quoted in Indian Rupee only and no revision of rates is allowed after the tenders have been opened.
- 8.** The delivery period should be clearly mentioned against each item. In case, the items are not readily available, ex-stock offer will be preferred.
- 9.** Rates should be quoted F.O.R University. Sales tax / GST / Octroi, Custom duty and other taxes liveable, should be mentioned clearly in the tender indicating whether these are to be charged extra or included in the quoted price.
- 10.** Consignment will not be insured at the University Cost.
- 11.** Quotations incomplete in any respect will be rejected.
- 12.** The specification of the item quoted by the firm should conform to the specification asked by the purchaser/university. Conformation, in this respect

should be specifically mentioned in the tender. Where the tenderer feels that the specification of the item not fully given or differ, from the specification of the item mentioned by the purchaser/university, the exact specification of such item should be attached with the tender indicating the item quoted.

13. The Firm is required to link Delhi Technological University specification with catalogues & leaflets/literature for each item. Details features, for compliance of specification should be provided on specification sheet & appropriate reference i.e. page no. & Para of literature, leaflet wherefrom the relevant information has been checked, should be indicated.
14. **EARNEST MONEY:-** Each tender must be accompanied by required earnest money of Rs. 10,000 in the form of FDR/PBG/DD only. (Duly pledged to **REGISTRAR, Delhi Technological University, Delhi**) valid for one year of a nationalized bank. This amount shall be refunded in the event of rejection of the tender or alternatively adjusted with security deposits. **If the tenderer after acceptance of the tender refuses to take up the purchase order, this Earnest Money will be forfeited.** Any tender received without/ less Earnest Money deposit shall be summarily rejected. **EMD should be attached with the technical bid.**
15. **In the event of default and unsatisfactory services of the contractor/Supplier firm, right to use defective goods lies with the buyer.** 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. Such repair or partial/complete replacement (as applicable) will have to be made within 15 days from the date of written intimation to the supplier by the purchaser. However, in exceptional circumstance and, on written request, from the supplier/tenderer, extension of date for repair/supply of the material may be considered. Extension in supply period is at the sole discretion of the University.
16. **Notices:** For the purpose of all notices and for any clarification with regard to the technical aspect of the proposal, the following shall be the address of the:

Officer In Charge (Store & Purchase),
Delhi Technological University
Bawana Road, Shahbad Daulatpur
Delhi- 110042

17. **Disputes**, if any, arising out of this tender shall be subject to exclusive jurisdiction of Courts of Delhi/New Delhi only and the arbitrator will be appointed by Hon'ble Vice Chancellor, DTU.
18. The Rate contract will be valid for period of one year from date of award of contract and Rate Contract may be further extended for a period up to three years on the same terms and Condition subject to satisfactory performance and mutual agreement for the same.

- (a) In case of extension, the rate contract will be extended at the prevailing price list/catalogue of the OEM for that financial year.
- (b) The university shall obtain the catalogues/price lists from all the OEMs by July/Aug. every year during the rate contract. The university may determine a common date from which all the price lists of a given year shall be applicable/implemented.

19. Price charged for the store supplied under Rate Contract should in no case be higher than lowest price at which the party sells the items of identical description to any other Govt. organization/private organizations during the period of contract failing which the EMD shall be forfeited and the amount of EMD/Security will be credited in University account. The amount excess charged from DTU in comparison to other institutions where the goods are supplied at lower price by the vendor shall be recovered from the supplier.

20. Duties and Taxes

A. GST shall be applicable as per Government orders issued from time to time.

B. DTU is exempted from paying custom duty under notification No.51/96 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.

DTU 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 is applicable
- b) Supply Order Copy
- c) Proforma-Invoice Copy.

B. Force Majeure:

Force Majeure will be accepted on adequate proof thereof.

General terms & Conditions:

1. A panel of suppliers/dealers will be selected for the Supply of Laboratory Gases.
2. Vice Chancellor, DTU, 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 consumable items are found to be of inferior quality, the supplier is liable to be banned or suspended from doing business in DTU Delhi and other Govt. organizations.
5. 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 Vice Chancellor, DTU, Delhi shall be final and binding on the parties.
6. Printed terms and conditions of the applicant on their quotation Form/ Literature/ Letter etc. if any, will not be binding on us.
7. Enlistment under Rate Contract with this Institute does not ensure business of any quantum, whatsoever.
8. Any deviation from the Terms & Conditions mentioned above will imply disqualification for the firm.

OIC (S & P)

DELHI TECHNOLOGICAL UNIVERSITY

CHECK LIST OF DOCUMENTS TO BE SENT WITH TECHNICAL BID.

Compulsory documents

S.No.	Particulars of documents	No. of pages
1.	Covering letter, as per Annexure 1(i) of Tender Document, duly signed.	
2.	UNDERTAKING/Application Form, as per annexure 1(ii) of Tender Document, duly signed.	
3.	Proof of EMD/ (mention amount with instrument number and date)	
4.	Proof of PAN No. (mention no.....)	
5.	Printed copy of current Catalogue.	
6.	The bidders has to submit an undertaking in firms letter pad that it has not been blacklisted by any Govt. deptt./Govt. Autonomous body. As per Annexure 1(iii)	
7.	a. Proof GST registration. (mention no.) b. GST/VAT Return copy of fourth quarter for last three financial years from date of opening of tender bid.	
8.	Proof of Government organization/department where the bidder has executed similar supplies, as per annexure 1(iv)	
9.	Declaration/Undertaking by the O.E.M on company letter pad/head, as per annexure 1(v)	
10	Authorization Certificate from Original Equipment Manufacturer (OEM) or their Distributor to quote/sell the product, in case the Bidder is not the OEM. Annexure 1(vi)	

Note: All copies of above documents should be paginated/duly signed and stamped by the tenderer/bidders before submission.

Signature of tenderer:
Name:
Name of firm:
Telephone No.....

Covering letter

To,

The REGISTRAR,
DELHI TECHNOLOGICAL UNIVERSITY,
Bawana Road,
Delhi-110042

We, the undersigned (herein after called as manufacturer/authorized dealer) hereby offer to execute supply of items as per specification given against which we have quoted rates and for which this tender may be accepted at the rates stated therein and subject to the terms & conditions set forth for such items as may be ordered by the REGISTRAR, DELHI TECHNOLOGICAL UNIVERSITY or officer acting on his behalf.

Date this _____ Day of _____

Signature of bidders _____

Address _____

APPLICATION FORM/UNDERTAKING

(To be submitted along with technical bid)

TENDER FORM NO:- _____

GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI
DELHI TECHNOLOGICAL UNIVERSITY, BAWANA ROAD, DELHI-42

1. File Reference Number : _____

2. Particulars of the Items : _____
(Laboratory Gases)
3. Name of the OEM : _____

4. Address of the OEM _____
- Telephone Numbers : Office: - _____
Resi:- _____
6. Name (s) of the Bidder : _____
Address _____
Telephone _____
7. Whether GST
No. is taken (please attached copy) _____
8. PAN of Dealer
9. Details of EMD (to be deposited
in the form of DD/PBG/FDR) : _____
Bank Details:

Undertaking by the Bidder:

I / we undertake to abide the terms and conditions provided with the tender documents.

SIGNATURE

(_____)
NAME IN BLOCK LETTERS
Stamp of the firm

Dated: _____

Undertaking (on Letter Head)

I/We hereby undertake that my/our firm has not been black listed by any Government department /Government Autonomous body

Signature of Authorise signatory

Date -----

Address-----

List of Govt. Organization/Dept.

List of Government Organizations for whom the Bidder has undertaken such work during last three years (must be supported with work orders)*			
Name of the organization	Particulars of PO/Work Order (Laboratory Gases) *	Name of Contact Person	Contact No.

***Copies of POs/Work orders to be enclosed.**

Signature of Bidder

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____

Declaration from OEM on Company Letter Head/Pad

- 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 DTU, 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 DTU, 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 DTU, 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.
- We also undertake that the price list/Catalogue supplied to DTU is the only one in circulation.

Date:

Place:

Signature:

Name:

Designation:

Seal of the firm

Annexure 1(vi)

Authorization letter from OEM to Dealer for bidding

Performa for Financial Bid**Particulars of vendor/OEM**

Percentage of discount offered on Catalogue Prices (Both in figure and words)		
Sl no	Brand	% discount

Add tab