



DELHI TECHNOLOGICAL UNIVERSITY
(Formerly Delhi College of Engineering)
Govt. of NCT of Delhi
Shahbad Daultapur, Bawana Road, Delhi 110 042
[Tel:+91-11-27858877](tel:+91-11-27858877), Email: sp@dtu.ac.in

BID DOCUMENT

Tender for supply of H.F. Induction Heater with Chiller (Two numbers) for Smithy Shop,
Department of Mechanical Engg.

Tender Enquiry No.	:	DTU/211/10-07/21-22/SP
Date of Issue	:	17.01.2022
Date of Submission	:	Upto 14:30 Hrs
Date of Opening	:	08.02.2022 at 15:00 Hrs
Bid Validity	:	120 Days from the tender opening date

(Note: Kindly see all clarifications/corrigendum on website & read Bid Document carefully before submission & ensure that all documents are fully authenticated by the Authorized Signatory with his Digital signature)



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SECTION 1

From:

To,

Asst. Registrar (S & P)
Admin Buidling,
Delhi Technological University
Shahbad Daualtpur, Bawana Road
Delhi- 110042.

No.: DTU/211/10-07/21-22/SP

Dated: 12.01.2022

Sub: -Tender document for supply of H.F. Induction Heater with Chiller (Two numbers) for Smithy Shop, Department of Mechanical Engg.

Please find enclosed the tender document in respect of the above-mentioned tender which contains the following.

Section No.	Item	Page No.
1 Part A	Detailed NIT	3-4
2	Tender Information	5-6
3 Part A	Scope of work	7
3 Part B	Technical Specifications/ Requirements	8
3 Part C	Bid and Technical Eligibility	9-10
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6	Undertaking & declaration	24-26

If interested, kindly submit your bid offers online (through Portal of Govt of NCT of Delhi website: <https://govtprocurement.delhi.gov.in>) on or before date & time specified in Clause 1.4 of detailed NIT.

Asst. Registrar (S & P)

Tel.: 011-27858877

E-Mail: sp@dtu.ac.in



Section 1 Part A

DETAILED NOTICE INVITING E-TENDER (DNIT)

Online Tenders (Digitally Signed) are invited by the Asst. Registrar (S & P), Delhi Technological University from the eligible bidders for the supply of the following items.

S. No.	Name of the Item	Estimated Quantity (in No.)	Total estimated cost of procurement	Bid Security/ Earnest Money Deposit Amount for the tender
(1)	(2)	(3)	(4)	(5)
1	Supply of H.F. Induction Heater with Chiller (Two numbers) for Smithy Shop, Department of Mechanical Engg.	As detailed below	Rs. 6,60,000/-	Rs. 33,000/-

1.1 The evaluation of the tender will be done.

1.2 Availability of tender:

The tender document can be obtained by downloading it from the website: <https://govtprocurement.delhi.gov.in>.

1.3 Bid Security/EMD

The bidder shall furnish the bid EMD as mentioned under column (5) of table above, in one of the following ways.

1.3.1. Demand Draft/ Banker's cheque drawn in favor of 'Registrar, DTU' Payable at Delhi. Bank Guarantee from a scheduled bank drawn in favor of 'Registrar, DTU' Delhi which should be valid for 120 days from the tender opening date

1.3.2. The MSE units shall be exempted from submission of Bid Security deposit as per the instruction issued by government on the production of requisite proof in respect of valid certification from MSME for the tendered item.

1.4 Date & Time of Online Submission of Tender bid: Upto 14:30 hrs on 08.02.2022.

In case the date of submission (opening) of the bid is declared to be a holiday, the date of submission (opening) of the bid will get shifted automatically to the next working day at the same scheduled time. Any change in the bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

1.5 Pre-bid meeting: Not Applicable for this tender.

1.6 Opening of Tender Bids: At 15:00 Hours on 08.02.2022

1.7 Place of opening of Tender bids: O/o AR (S&P), Admin Building, Delhi Technological University, Shahbad Daultapur, Delhi

In this case, the tender is invited through the e-tendering process; hence the tender shall be opened through <https://govtprocurement.delhi.gov.in>. DTU's Tender Opening Officers as well as authorized representatives of bidders can attend the Online Tender Opening Event from the comfort of their offices.

1.8 Tender bids received after due time & date will not be accepted.



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- 1.9 Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected. Vice Chancellor, Delhi Technological University, Delhi reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.
- 1.10 The bidder shall furnish a declaration in his tender bid that no addition/deletion/corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.
- 1.10.1. In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.
- 1.10.2. All documents submitted in the bid offer should be preferably in English. In case of the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be a true copy in addition to the relevant certificate.
- 1.10.3. All computer-generated documents should be duly signed/ attested by the bidder/ vendor organization.

Asst. Registrar (S & P)

Tel.: 0121-27858877

E-Mail: sp@dtu.ac.in



Section 2

Tender Information

2.1 Type of tender

- a. No. of Bid Submission Stages for tender: Single Stage
- b. No. of Envelopes for submission of Bids: Two Nos
- c. E-reverse auction: Not applicable for this tender.

2.1.1 The bidder shall submit Techno-commercial & Financial bid simultaneously.

2.1.2 The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only shall be opened.

2.2 Bid Validity Period / Validity of bid Offer: 120 days from the tender opening date

2.3 The tender is invited under two envelopes system, the first electronic envelope will be named as techno-commercial & will contain documents of bidders satisfying the eligibility / Technical & commercial conditions and 2nd electronic envelope will be named as a financial envelope containing the financial quote. These envelopes shall contain one set of the following documents

2.3.1 Techno-commercial envelope shall contain

- a. EMD
- b. PAN
- c. GST Registration No.
 - GST Return copy of fourth quarter for the financial year 2020-2021 from the date of opening of tender bid.
 - GST Return copy of fourth quarter for the financial year 2019-2020 from the date of opening of tender bid
 - GST Return copy of fourth quarter for the financial year 2018-2019 from the date of opening of tender bid
- d. Certificate(s) showing fulfilment of the eligibility criteria(s) stated in Section 3 Part C
- e. Brochure/Leaflets/Technical Information, including Make and Model, Imported/Indian of the item(s)
- f. Technical specifications, terms and conditions and delivery period etc. to be submitted on firms letter head
- g. Warranty Certificate from manufacturer or their authorized dealer.
- h. Authorization Certificate from Original Equipment Manufacturer (OEM) or their authorized dealer
- i. The bidder has submit an undertaking in firm letter pad that it has not been blacklisted by any Govt. /Istt./autonomous body
- j. The OEM is required to submit a list of its authorized dealers, if not participating directly in the tender bid
- k. P.Os Copies having executed same similar items for the F.Y 2020-21 from the date of opening of tender bid.
- l. P.Os Copies having executed same similar items for the F.Y 2019-20 from the date of opening of tender bid.
- m. P.Os Copies having executed same similar items for the F.Y 2018-19 from the date of opening of tender bid
- n. *Power of Attorney & authorization for executing the power of Attorney in accordance with clause 4.12 of Section 4*
 - o. *Integrity Pact (if applicable)*
 - p. Clause by clause compliance as per clause 4.8 of Section 4.
 - q. Non-Relation Certificate duly filled & signed.
 - r. Undertaking & declaration duly filled & signed



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s. Documents stated in clause 3.3 of Section 43 Part C

2.3.2 Financial envelope shall contain
Electronic Form- financial along with Price Schedule.

2.4 In addition to the above any documents are required to be submitted offline (i.e. offline submissions in physical form) to

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on or before the date & time of submission of bids in a sealed envelope. The envelope shall bear the tender number, name of work and the phrase: "Do Not Open Before (due date & time of opening of tender).

- i. EMD – Bid security (original copy)
- ii. Latest and valid MSE Certificate (if applicable)

2.5 Delivery Schedule

2.5.1 The total delivery period for the supply of complete material will be 3 weeks from the date of placement of the Purchase Order. The exact delivery schedule shall be mentioned in the PO.

2.5.2 Advance delivery is permitted.

2.5.3 DTU reserve the right to change the supply schedule given above at the time of placement of PO as per its requirement.

2.6 No. of bidders to be awarded

The purchaser intends to limit the number of bidders selected for ordering against this tender to 1 (one) eligible bidders.

2.7 Minimum quantity to be quoted: The bid by the bidder is for 100% of the tendered quantity.

2.8 The Supplier shall deliver the material as "**Door Delivery Basis**" in fully packed condition (as per packing prescribed in the specification) and duly marked. The detail of consignees will be intimated in the Purchase order.



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Section 3 Part A
SCOPE OF WORK

- a. General: name of product (name): H.F. Induction Heater with Chiller
b. Scope of Work: Supply of product (name) as per the details given below:

S. No.	Name of item	Quantity (nos)
1	H.F. Induction Heater with Chiller (as per specification)	Two Complete set



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Section 3 Part B

TECHNICAL SPECIFICATIONS/ REQUIREMENTS

The equipment/material shall be supplied and work shall be executed as per the following specifications. Procurement and supply of H.F. Induction Heater with Chiller (Two numbers) for Smithy Shop, Department of Mechanical Engg shall be made and it has to ensure that supplied material meets the following specification.

Technical Specification:
Portable H.F. Induction Heater with chiller
Input Voltage- 415 Volts
Output Power 25Kw
Output Frequency KHZ 15-40/30-80
Efficiency- 98%
Auto Heating Time Hrs.=.05 to .999 Sec.
Auto Retaining Time=.05 to .999 Sec.
Auto Cooling Time= .05 to .999 Sec.
Water Cooling Pressure= 8 Ltrs/min
Size= 12''x 24'' 22''



Section 3 Part C
Bid and Technical Eligibility

3.1 Bid Eligibility:

The bidder should

- 3.1.1 be the company registered in India to participate in the tendered items. If the bidder is not participating itself in the tender & the distributor is participating in that tender then OEM has to give the authority letter to one distributor to participate in the tender. In such a situation, the OEM will also give the certification that after sale, service & support will be given by OEM itself.
 - a. Either the Indian bidder 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.
 - b. If a bidder submits a bid on behalf of the Principal/OEM, the same bidder shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/products.
- 3.1.2 have a Valid PAN.
- 3.1.3 have Valid Goods and Services Tax Registration Certificate No(s). In case of multiple GST numbers, all the numbers can be provided.
- 3.1.4 P.O.s Copies having executed same items (03 P. Os of 80 percent each or 05 P.Os of 60 percent each of estimated cost of equipment) in the name of bidders of last 03 financial years from the date of opening of the tender bid.
- 3.1.5 indemnify DTU that no loss of Input Tax credit is borne by DTU due to a default of supplier, in case the supplier gets black-listed during the tenure of DTU contract [In Proforma given in Section 6(C)].
- 3.1.6 The bidder has to submit an undertaking that it has not been blacklisted by any Govt./State/PSU/Autonomous body
- 3.1.7 A self-declaration along with the evidence that the bidder is not black listed by GST authorities.
- 3.1.8 Must fulfil the specific criteria mentioned in scope of work or technical specifications, if any;

Note: It may kindly be noted that procurement would not be made from a GST black-listed supplier as DTU would not be able to avail the input tax credit charged by the supplier in case the supplier is GST black-listed i.e. poor compliance rating.

3.2 The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted should also be self-attested.

3.3 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

3.3.1 The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents or whichever is required as per terms and conditions of Bid Documents.

- a. Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also needs to be submitted.



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- b. Additional documents to establish the eligibility and qualification of the bidder as specified above.
- c. Power of Attorney as per clause 4.12.1 and authorization for executing the power of Attorney as per clause 4.12.2 or 4.12.3.
- d. Documentary proof of GST registration.
- e. Undertaking duly signed by the front bidder and its technology/ consortium partner stating that both of them shall be liable for the due performance of the contract jointly and severally.
- f. Certificates from all Directors of the bidder stating that none of their near relatives are working in DTU in accordance with clause 4.25.
- g. Certificate of incorporation.
- h. Article or Memorandum of Association or partnership deed or affidavit of the sole proprietorship as the case may be.
- i. For supply of any software i.e. operating system or any applications software the bidder should submit a Certificate Of Authenticity (COA), signed by Authorized Signatory stating that all Software supplied are authentic and legal copy is/ are being supplied.
- j. Approval from Reserve Bank of India/ SIA in case of foreign collaboration.

3.4 TECHNICAL REQUIREMENTS

3.4.1 The specification of the item quoted by the bidder should confirm DTU specifications. Confirmation, in this respect, should be specifically mentioned in the tender. Bidder may refer to clause 4.5 of section 4.

3.4.2 The bidder is required to link DTU specifications with catalogs & leaflets/literature and also mention Make and the Model for each item. Detailed 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.

3.5 Documentary evidence for financial and technical capability

The bidder shall furnish audited Annual Report and /or a certificate from its bankers to assess its solvency/financial capability.



Section 4

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

4.1 DEFINITIONS

4.1.1 "The Bidder" means the individual or firm who participates in this tender and submits its bid.

4.1.2 "The Supplier" or "The Vendor" means the individual or firm supplying the goods under the contract.

4.1.3 "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.

4.1.4 "Advance Purchase Order-APO" means the intention of Purchaser to place the Purchase Order(s) on the bidder. The issue of Advance Purchase Order (APO) shall constitute the intention of the Purchaser to enter into contract with the bidder. The acceptance of the APO shall be deemed as "Contract" appearing in the document.

4.1.5 "The Purchase Order" means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein.

4.1.6 "The Contract Price" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.

4.1.7 "Successful Bidder(s)" means the bidder(s) to whom work in this tender is awarded.

4.1.8 "GST Act"/ "GST" means Central Goods and Service Tax Act, 2017 (CGST), State Goods and Service Tax Act, 2017 (SGST), Integrated Goods and Service Tax Act, 2017 (IGST), Union Territory Goods and Service Tax Act, 2017 (UGST), Rules & any other GST related legislation in India and taxes levied under that.

4.2 COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4.3 In case an OEM participate through its authorized dealer or dealers, the OEM has to be explicitly certified that it does not sell products directly and participates in tendering process through its authorized dealer only. The OEM is required to submit a list of its authorized dealers. Preference will be given to quotation pertaining to indigenous products. However, where suitable substitutes are not available and item need to be imported the following clarification/information should be given. Whether the item will be imported by the intended tenderers against its own import license or university will have to provide Custom Duty Exemption Certificate (CDEC).

4.3.1 Name and address of the foreign supplier, make & model of the offered product, and authorization to sell from OEM or their Distributor/Authorized Chanel Partner

4.3.2 Delivery period including information about mode of dispatch and possible duration (after dispatch) for receipt of the item at the port.

4.3.3 Whether the item required any special preparation for installation. In case yes, full details should be given regarding operation maintenance of the items.

4.3.4 In case of costly/sophisticated items whether the tenderers will arrange any special training regarding operation/maintenance of the items.

4.3.5 Nature of assurance for the supply of spares after the warranty period.

4.4 CLARIFICATION OF BID DOCUMENTS



4.4.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by Speed Post or by Email of the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives 14 days prior to the date of opening of the Tenders. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.

4.4.2 Any clarification issued by DTU in response to a query raised by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

4.5 **AMENDMENT OF BID DOCUMENTS**

4.5.1 The Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.

4.5.2 The amendments shall be notified by Addendum through the e-tendering portal <https://govtprocurement.delhi.gov.in> (for tenders invited through the e-tendering process) to all prospective bidders on the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.

4.5.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

4.6 **BID FORM**

The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the goods to be supplied, a brief description of the goods, quantity, and prices.

4.7 **BID PRICES**

4.7.1 The bidder shall give the total composite price inclusive of all Levies & Taxes i.e. Custom Duty, Goods & Services Tax, packing, forwarding, freight, and insurance, etc. The basic unit price and all other components of the price need to be individually indicated up to two decimal points only against the goods it proposes to supply under the contract as per the price schedule given. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.

4.7.2 Prices indicated in the Price Schedule shall be entered in the following manner:

The Basic price of the goods, CGST/SGST/IGST paid by the supplier shall be quoted separately item-wise.

4.7.3 The Price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

4.7.4 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of equipment/ system offered.

4.7.5 "DISCOUNT if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account".



4.7.6 The price approved by DTU for procurement will be inclusive of levies and taxes, packing, forwarding, freight, and insurance subject to other terms and conditions as stipulated in clause 4.17 of Section 4 and clause 5.6 of Sec 5 of Bid-document. Unloading charges at the consignee end shall be borne by the supplier and no separate charges shall be paid for transportation to individual sites for installation.

4.8 **DOCUMENTS ESTABLISHING GOODS' CONFORMITY TO BID DOCUMENTS**

4.8.1 Pursuant to clause 4.6, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of all goods and services which he proposes to supply under the contract.

4.8.2 The documentary evidences of the "goods and services" conformity to the Bid Documents may be, in the form of literature, drawings, data etc. and the bidder shall furnish:

- a. a detailed description of goods with essential technical and performance characteristics
- b. a list, giving full particulars including available sources and current prices of all spare parts, special tools, etc., necessary for the proper and continuous functioning of the goods for a period of three years following commencement of use of the goods by the purchaser, and
- c. a clause-by-clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of the Scope of Work, Technical Specifications (Section 3 Part A & B), Terms and Conditions of Contract (Section 5) shall not be considered.

4.9 **BID SECURITY / EMD**

4.9.1 The bidder shall furnish, as part of its bid, bid security as mentioned in Section 1 (DNIT).

4.9.2 The MSE bidders are exempted from payment of bid security:

- a. Proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
- b. The enlistment certificate issued by MSME should be valid on the date of opening the tender.
- c. If a vendor registered with a body specified by the Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by DTU and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by DTU for one year from the date of issue of such order.

4.9.3 The bid security is required to protect the purchaser against the risk of the bidder's conduct, which would warrant the forfeiture of bid security pursuant to clause 4.9.8.

4.9.4 A bid not secured following Para 4.9.1 & 4.9.2 shall be rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened on the e-tender portal for e-tenders

4.9.5 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the Bid validity period prescribed by the purchaser pursuant to clause 4.10.



4.9.6 security, except in case of the L-1 bidder, whose EMBG/EMD shall be released only after the finalization of the ordering of complete tendered quantity in pursuance to clause no 4.20 of this section. The successful bidder's bid security will be discharged upon the bidder's acceptance of the Advance Purchase Order (APO) satisfactorily following clause 4.20 and furnishing the performance guarantee.

4.9.7 The bid security may be forfeited:

a. If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or

b. If the bidder does not accept the APO/ AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 4.21.

Note: - The bidder shall mean individual company/ firm or the front bidder and its technology/ consortium partner, as applicable.

4.10 PERIOD OF VALIDITY OF BIDS

4.10.1 The bid shall remain valid for the period specified in clause 2.2 of Tender Information. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.

4.10.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 3.1 of section 3 Part C shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid

4.11 FORMAT AND SIGNING OF BID

4.11.1 The bidder shall submit the bid online, complying with all eligibility conditions, other terms and conditions of the tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature, by the authorized person. The letter of authorization shall be indicated by a written power of attorney accompanying the bid.

4.11.2 The bid shall contain no interlineations, erasures, or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.

4.11.3 The bidder shall furnish a declaration under digital signature that no addition/deletion/corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on <https://govtprocurement.delhi.gov.in>.

4.12 Power of Attorney

4.12.1 The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before the Sub-registrar of the state(s) concerned.

4.12.2 The power of attorney is executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.

4.12.3 In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favor of the said Attorney.



4.13 SUBMISSION OF BIDS

4.13.1 Bids must be submitted by the bidders on or before the specified date & time indicated in Clause 1.4 of Section 1 i.e. DNIT

4.13.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 1.4 of section 1 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

4.13.3 The bidder shall submit its bid-offer against a set of bid documents purchased by him for all or some of the systems/ equipment as per the requirement of the Bid Documents. He may include an alternate offer, if permissible as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder.

4.14 OPENING OF BIDS BY PURCHASER

4.14.1 The purchaser shall open bids online (in case of e-Tenders) in the presence of the authorized representatives of bidders online (in case of e-Tenders) who chose to attend, at the time & date specified in Clause 1.5 of DNIT (Section 1) on the due date. [Not applicable to this tender]

4.14.2 The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening. [Not applicable to this tender]

4.14.3 The date fixed for the opening of bids, if subsequently declared as a holiday by DTU, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on the next working day, time, and venue remaining unaltered.

4.15 CLARIFICATION OF BIDS

4.15.1 To assist in the examination, evaluation, and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post-bid clarification at the initiative of the bidder shall be entertained.

4.15.2 If any of the documents, required to be submitted along with the technical bid are found wanting, the offer is liable to be rejected at that stage. However, the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated period. In case of non-compliance to such queries, the bid will be outrightly rejected without entertaining further correspondence in this regard.

4.16 PRELIMINARY EVALUATION

4.16.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

4.16.2 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.

4.16.3 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid that doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

4.17 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

4.17.1 The Purchaser shall evaluate in detail and compare the bids.



4.17.2 Suppliers should furnish the correct HSN / SAC classification / Customs tariff Head in the Price Schedule. If the credit for the Duties, Taxes, and Cesses under provision/ rules under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the suppliers will be liable to refund such non-admissible amount, if already paid, along with penalty and interest if charged by the concerned authority.

4.17.3 In case the Duties, Taxes, and Cesses which are not eligible for the input tax credit as per the quotes indicated in the price schedule by the suppliers and subsequently at any stage it is found that Credit for such Duties, Taxes, and Cesses is admissible as per provision of GST law, then the suppliers will be liable to refund the amount equivalent of such Duties, Taxes, and Cesses if already paid to them provided the credit can be claimed within the time prescribed under the applicable legislation and DTU has all documents to claim such credit. The refund is also subject to the bidder performing the necessary act for enabling DTU to claim the credit viz. upload the information on GSTN. However, the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail the input tax credit provided such credit is still available for the amount so paid as per provision of GST law.

4.17.4 The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classification/ Customs Tariff Head from the CGST/SGST/IGST officer or Customs authority where the HSN or SAC classification/ Customs Tariff Head furnished against the particular tendered item by different bidders, differs from each other or the same is found apparently not furnished in accordance with GST Act/Customs Tariff notifications.

4.17.5 If the supplier fails to furnish necessary supporting documents i.e. Tax invoices / Customs invoices etc. in respect of the Duties, Taxes, and Cesses which are eligible for the input tax credit, the amount pertaining to such Duties, Taxes, and Cesses will be deducted from the payment due to the firm.

4.18 PURCHASER'S RIGHT TO VARY QUANTITIES

4.18.1 DTU reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.

4.18.2 DTU also reserves the right for placement of additional orders or up to 50% of the additional quantities of goods and services contained in the running tender/ contract within a period of twelve months from the date of acceptance of the first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of a reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.

4.19 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Hon'ble Vice Chancellor reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.



4.20 ISSUE OF ADVANCE PURCHASE ORDER

4.20.1 The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into a contract with the bidder.

4.20.2 The bidder shall within 14 days of issue of the advance purchase order, give its acceptance along with performance bank security.

4.21 SIGNING OF CONTRACT

4.21.1 The issue of the Purchase order shall constitute the award of contract on the bidder.

4.21.2 Upon the successful bidder furnishing performance security pursuant to clause 4.19, the Purchaser shall discharge the bid security, except in case of L-1 bidder, whose EMBG/ EMD shall be released only after the finalization of the ordering of complete tendered quantity.

4.22 ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 4.20 & 4.21 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.

4.23 REJECTION OF BIDS

4.23.1 While all the conditions specified in the bid documents are critical and are to be complied with, special attention of the bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.

- a. Clauses 4.9.1, 4.9.2 & 4.10.1 of Section 4: The bids will be rejected at the opening stage if Bid security is not submitted as per Clauses 4.9.1 & 4.9.2 and bid validity is less than the period prescribed in Clause 4.10.1 mentioned above.
- b. Clause 3.1 & 3.2 of Section 3 Part C: If the eligibility condition as per said clause is not met and/ or documents prescribed to establish the eligibility as per said Clause are not enclosed, the bids will be rejected without further evaluation.
- c. Clause 4.8.2 (c) of Section 4: If clause-by-clause compliance, as well as deviation statements as prescribed, are not given, the bid will be rejected at the stage of primary evaluation.
- d. While giving compliance to Section 5, terms, and conditions of contract, Section 4 General Instructions to Bidder, and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
- e. Section 4 clause 4.7.5 on discount which is reproduced below:
"Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote net price taking all such factors like Discount, free supply etc. into account".



4.24 ACTION BY PURCHASER AGAINST BIDDER(S)/VENDOR(S) IN CASE OF DEFAULT
In case of default by Bidder(s)/ Vendor(s) such as does not supply the equipment in time; Equipment does not perform satisfactorily in the field in accordance with the specifications; Termination/ Short Closure of PO/WO and Cancellation of APO

4.25 NEAR-RELATIONSHIP CERTIFICATE

4.25.1 The bidder should give a certificate that none of his/ her near relatives, as defined below, is working in the university where he is going to apply for the tender. In the case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of the limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part-time Directors appointed by Govt. of India or the Governor of the state and full-time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person, the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and DTU will not pay any damage to the company or firm or the concerned person.

4.25.2 The Company or firm or the person will also be debarred for further participation in the concerned unit.

4.25.3 The near relatives for this purpose are defined as

- a. Members of a Hindu undivided family.
- b. They are husband and wife.
- c. The one is related to the other in the manner as the father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

4.25.4 The format of the certificate is given in Section 6 (B).

4.26 VERIFICATION OF DOCUMENTS AND CERTIFICATES

The bidder will ensure that all the documents and certificates, including experience/ performance and self-certificates submitted by him, are correct and genuine before enclosing them in the bid. The onus of proving the genuineness of the submitted documents would rest with the bidder. If any document/ paper/ certificate submitted by the participant bidder is found/discovered to be false/fabricated/tempered / manipulated either during bid evaluation or during the award of contract or thereafter.

4.27 Reservation/ Procurement from MSE units

The guidelines / instructions / laws issued from Ministry of Micro, Small & Medium Enterprise (MSME) with respect to provisions for Micro & Small Enterprises (MSEs) shall be followed.

4.28 Requirement of Registration

Any bidder from a country which shares a land border with India will be eligible to bid in procurement whether of goods, services or works only if the bidder registered with the competent authority, specified in Annex I



Section 5

TERMS AND CONDITIONS OF CONTRACT

5.1 STANDARDS

The goods supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in section 3

5.2 PATENT RIGHTS

The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods.

5.3 WARRANTY

All products must have a minimum of One Year Warranty. A Warranty Certificate should invariably be supplied along with the item at the time of delivery. 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 supplier shall rectify the defects, errors or omissions by repair or by partial or complete replacement on free of cost basis within stipulated time otherwise PBG will be forfeited.

5.4 PERFORMANCE SECURITY

5.4.1 All suppliers (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation (NSIC) etc. shall furnish performance security to the purchaser for an amount equal to 3% of the value of Advance Purchase Order (APO) within 14 days from the date of issue of Advance Purchase Order (APO) by the Purchaser.

5.4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

5.4.3 The performance security Bond shall be in the form of a Bank Guarantee issued by a scheduled Bank.

5.4.4 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

5.5 DELIVERY AND DOCUMENTS

5.5.1 Delivery of the goods and documents shall be made by the supplier in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contracts, and the goods shall remain at the risk of the supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.

5.5.2 The delivery of the goods and documents shall be completed within the time frame stated in Clause 2.5 of Section 2 (Tender information).

5.5.3 All Technical assistance for installation, commissioning and monitoring of the equipment shall be provided by the Supplier at no extra cost during laboratory evaluation, validation/ type approval, and field trial if any.

5.5.4 The extension of the delivery period against the purchase order, if any, should be granted subject to the condition that DTU shall have the absolute right to revise the price(s) and also to levy a penalty for the delayed supplies.

5.6 Payments

5.6.1 Payment of 100% of the price shall be made on receipt of goods (i.e includes installation and commissioning of equipment and inspection report of concerned department). For claiming this payment the following documents are to be submitted to the paying authority.



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- a. Invoice clearly indicating break-up details of composite price i.e. Basic, Goods, and Services Tax (GST), any other Duties and Taxes, Freight/Packing Charges, etc.
 - i E-way bill as prescribed in the GST law in case of movement of goods
 - ii Proof of payment of GST, if applicable.
 - iii Timely uploading of the correct and necessary information on the GSTN portal is mandatory as prescribed in GST compliances.
- b. In the event of the item(s) being imported product(s), Customs Duty Exemption Certificate (CDEC) will be issued by the University on the written request of the supplier; who, in turn, will furnish copies of relevant Customs Related Documents namely Airways Bill, Packing List, TR-6 challan, etc. along with Bill/Invoice.

Note:-

- If the supplier fails to furnish necessary supporting documents i.e. GST invoice / Customs invoices etc. or fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the supplier.
- The tax amount will be paid to the supplier only after the supplier declares the details of the invoices in its return in GSTR 1 and GSTR-3 uploaded by the supplier and the same is reflected in GSTR-2A of DTU on the GSTN portal.
- TDS/ TCS shall be deducted at the prescribed rate if any (as the case may be).
- DTU can adjust/ forfeit the Bank Guarantee obtained from the supplier against any loss of input tax credit to DTU on account of the supplier's default.
- In case DTU has to pay GST on a reverse charge basis, the supplier would not charge GST on its invoices. Further, the supplier undertakes to comply with the provisions of GST law as may be applicable.

5.7 For changes in taxes/ duties during the scheduled delivery period, the unit price shall be regulated as under:

5.7.1 Prices will be fixed at the time of issue of the purchase order as per taxes and statutory duties applicable at that time

5.7.2 In case of reduction of taxes and other statutory duties during the scheduled delivery period, the purchaser shall take the benefit of a decrease in these taxes/ duties for the supplies made from the date of enactment of revised duties/taxes.

5.7.3 In case of an increase in duties/taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/ taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.

5.7.4 Any increase in taxes and other statutory duties/ levies, after the expiry of the delivery date, shall be in the supplier's account. However, the benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier. The total price is to be adjusted (by reducing the basic price) with increased duties and taxes as per the price mentioned in PO.

5.8 DELAYS IN THE SUPPLIER'S PERFORMANCE



5.8.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, the purchaser reserves the right to short-close/ cancel this purchase order and/ or recover liquidated damage charges. The cancellation/ short-closing of the order shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase balance unsupplied items at the risk and cost of the defaulting vendors.

5.8.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions:

- a. forfeiture of its performance security,
- b. imposition of liquidated damages, and/ or
- c. Short closure of the contract in part or full and/ or termination of the contract for default.

5.8.3 If at any time during the performance of the contract, the supplier encounters condition impending timely delivery of the goods and performance of service, the supplier shall:

- a. Promptly notify the Purchaser in writing the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 100% of delivery period as mentioned in the purchase order or as per provisions of clause 5.9.2) as per provision given below
- b. The vendor shall also submit unconditional acceptance of the conditions for delivery period extension i.e. applicability of liquidated damages, prices to be provisional and to be regulated as per clauses 5.7.3 and 5.12 of section 5, and submission of additional BG, wherever applicable. The decision regarding extension shall be communicated within two weeks of the receipt of the request and after receipt of the unconditional acceptance and the undertaking mentioned above.
- c. In case the extension is being granted beyond 100% of the delivery period as mentioned in the purchase order then the vendor shall submit additional BG while seeking the extension.
- d. If the vendor fails to deliver the full ordered quantity even during the extended delivery period then the PO shall be short-closed and the Performance Bank Guarantee, as well as additional BG, shall be forfeited.

5.9 LIQUIDATED DAMAGES

5.9.1 The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. The extension will not be given except in exceptional circumstances. Should, however, deliveries be made after the expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of its right to recover liquidated damage under clause 5.9.2 below. However, when supply is made within 21 days of the contracted original delivery period, the consignee may accept the stores and in such cases, the provision of clause 5.9.2 will not apply. Further, DP extension for this grace period of 21 days shall not be necessary.

5.9.2 While granting an extension of the delivery period as per clause 5.8.3, the liquidated damages shall be levied as follows:



a. Should the supplier fails to deliver the store or any consignment thereof within the period prescribed and agreed for delivery, the purchaser, without prejudice to other remedies available to the purchaser shall be entitled to recover, as agreed liquidated damages for breach of contract, a sum equivalent to 0.5% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for a period up to 10 (TEN) weeks, and thereafter at the rate of 0.7% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for another TEN weeks of delay.

b. DP extension beyond 100% of the delivery period mentioned in the purchase order would not be generally allowed. The extension beyond 100% of the delivery period mentioned in the purchase order may be decided in most exceptional circumstances on a case-to-case basis, by the Hon'ble Vice Chancellor.

5.9.3 GST (if applicable) on account of liquidated damages due to delay in supply of goods would be borne by the supplier.

5.10 Tax Indemnity clause

DTU has the right to recover the Input Tax Credit loss suffered by it due to any mis-declaration on invoice by the supplier.

5.11 SET OFF Clause

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or DTU or any other person(s) contracting through DTU and set off the same against any claim of the Purchaser or DTU or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or DTU or such other person(s) contracting through the DTU. In case of set-off of the security deposit against any claim of the purchaser or DTU or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or DTU or such other person(s) contracting through the DTU, the GST on such set-off will be borne by the supplier. GST would not be liable for the security deposit. But if the supplier set off the security deposit against any claim of the purchaser or DTU or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or DTU or such other person(s) contracting through the B, then GST would be levied.

5.12 FALL CLAUSE

5.12.1 The prices once fixed will remain valid during the scheduled delivery period. Further, if at any time during the contract

- a. It comes to the notice of the purchaser regarding the reduction of price for the same or similar equipment/ service; And/or
- b. The prices received in a new tender for the same or similar equipment/ service are less than the prices chargeable under the contract.

5.12.2 The purchaser, for the purpose of the delivery period extension, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location, etc., and the date of its effect for the balance quantity/ service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of its performance security.



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5.12.3 The vendor while applying for the extension of time for delivery of equipment/services, if any, shall have to provide an undertaking as "We have not reduced the sale price, and/ or offered to sell the same or similar equipment/ service to any person/ organization including Department of central/state government or any central/ state PSU at a price lower than the price chargeable under the contract for the scheduled delivery period".

5.12.4 In the case undertaking as in Clause 5.12.3 is not applicable, the vendor will give the details of prices, the name(s) of the purchaser, quantity, etc. to the purchaser while applying extension of the delivery period.

5.13 **FORCE MAJEURE**

An event or situation beyond the control of the vendor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the vendor; such as wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes, etc.). If the performance in whole or in part or any obligation under the contract is prevented or delayed by any reason of force-majeure for a period exceeding 60 days, either party may at its option terminate the contract by sending a written notice without any financial repercussions on either side.

5.14 Disputes, if any, arising out of this tender shall be subject to the exclusive jurisdiction of Courts of Delhi/New Delhi only.



Section 6
UNDERTAKING & DECLARATION

6(A) - For understanding the terms & condition of Tender & Spec. of work

a) Certified that:

1. I/ We have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD deposited by us will stand forfeited to the DTU.

b) The tenderer hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, DTU reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with DTU. In addition, DTU may debar the contractor from participation in its future tenders.

Date:

Signature of Tenderer

Place:

Name of Tenderer

Along with date & Seal



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6 (B) – NEAR-RELATIONSHIP CERTIFICATE

(Format of the Certificate to be given as per the clause 25 of Section-4 by the bidder in respect of status of employment of his/ her near relation in DTU)

The format of the certificate to be given is
"/.....s/o.....
.....r/o.....
.....hereby certify that
none of my relative(s) as defined in the tender document is/are employed in DTU unit as per
details given in tender document. In case at any stage, it is found that the information given by
me is false/ incorrect, DTU shall have the absolute right to take any action as deemed fit/without
any prior intimation to me."

Signature of the tenderer

With date and seal



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6 (C) – INDEMNITY UNDERTAKING
(As per the clause 3.1.5 of Section 3 Part C)

The tenderer/supplier hereby irrevocably agrees to indemnify DTU that in case Input Tax Credit is denied to DTU due to failure of the tenderer/supplier to comply with the relevant laws/regulations applicable in India or overseas or due to blacklisting of tenderer/supplier by GST authorities, the tenderer/supplier shall reimburse an amount equal to amount payable by DTU and DTU reserves the right to recover the same from the tenderer/supplier.

Date:

.....

Signature of Tenderer

Place:

Name of Tenderer

Along with date & Seal