Banaras Hindu University invites sealed tender from the manufacturer or their authorized dealers in continuation to earlier tender enquiry dated 21-06-2012 for Rate-Contract of Lab. Chemicals, Plastic wares, Glassware’s / Ceramic laboratory wares, Filter Paper, Micro Slides, Cover Slip, Acid, Phenyl, Agricultural Field Research Articles & Seed Testing Materials for the session 2012 -13. (In case of dealer a valid authorization from manufacturer for bidder quoting in Banaras Hindu University is required, failing which quotation of the authorized dealer will not be entertained in any circumstances)

Tender Document may be had from the office of the Dy. Registrar – Purchase, Central Purchase Organization, Banaras Hindu University against a D/D of Rs.500/- drawn in favour of The Registrar, BHU payable at Varanasi. It can be downloaded from the website. However in that case, cost of Tender Form may be enclosed in the form of Demand Draft for Rs.500/- while submitting the tender document. Other details as well as tender document are available on B.H.U. website www.bhu.ac.in

LAST DATE OF SUBMISSION OF COMPLETE TENDER DOCUMENT 26-12- 2012 upto 16.00 Hrs.

DEPUTY REGISTRAR (PURCHASE)
## DETAILS OF ITEMS FOR TENDER

<table>
<thead>
<tr>
<th>S.NO.</th>
<th>CATEGORIES</th>
<th>ITEMS</th>
<th>SCHEDULE OF REQUIREMENT</th>
<th>MINIMUM ANNUAL TURN OVER</th>
<th>E.M.D.</th>
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<tbody>
<tr>
<td>1</td>
<td>A. chemical &amp; Glassware</td>
<td>1. Lab Chemicals</td>
<td>As per catalogue to be provided by the manufacturer.</td>
<td>10,00,000/-</td>
<td>50,000/-</td>
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<td>2. Plastic wares, Glassware’s/Ceramic lab. wares / Filter Paper / Micro Slides / Cover slip.</td>
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<td>10,00,000/-</td>
<td>50,000/-</td>
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<td></td>
<td>3. Agricultural Field Research Articles &amp; Seed Testing Materials</td>
<td></td>
<td>5,00,000/-</td>
<td>20,000/-</td>
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**NOTE:** While submitting the offer, Appendix ‘F’ must be read carefully and adhered strictly.

### REQUSITE FEE

- **Cost of Tender Form:** Rs. 500/-
- **Tender Processing Fee (T.P.F.)** (Non-refundable): Rs. 2,000/-
- **Earnest Money Deposit (E.M.D.)** (Refundable): As per detailed mentioned in column No. 6 above.

- Separate tenders should be submitted (in separate envelopes), in case the bidder is willing to quote for more than one item (Column – 3). Each tender must be accompanied with requisite Cost of Tender Form, TPF and EMD.
- Cost of Tender Form and non-refundable tender processing fee are to be submitted separately through D/D in favour of the Registrar, BHU. These should not be clubbed otherwise the tender is liable to be rejected.
- Earnest money deposit should be in shape of Fixed Deposit Receipt in favour of the Registrar, BHU.
- **Note:** The firms already submitted their offer for Category ‘A’ (Chemical & Glassware) in response to earlier tender offer for the session 2012 – 13 need not to deposit Earnest Money Deposit afresh.
- Tenders received without Earnest Money Deposit, Cost of Tender Form and Tender Processing Fee will be summarily rejected.
- Tender may be submitted by Registered Post / Speed Post or by Hand in the office of the Dy. Registrar – Purchase, BHU.
PLEASE GO THROUGH THE FOLLOWING INSTRUCTIONS / NOTES CAREFULLY
OTHERWISE YOUR QUOTATION IS LIABLE TO BE REJECTED

LAST DATE OF SUBMISSION OF THE OFFERS:

The offer should be addressed to the Dy. Registrar – Purchase, Central Purchase Organization, Banaras Hindu University, Varanasi in a sealed cover clearly super scribed with “Tender Enquiry for Empanelment for item……………………………….” on the face of the envelope and submitted on or before 26-12-2012. Any offer received after the last date shall not be entertained.

The following undertaking for checklist duly signed with seal and required documents should be submitted along with offer:

UNDERTAKING FOR CHECK LIST

We hereby declare that the following requirements have been fulfilled by us –

i. Printed copies of the Catalogue / Price List of the products.
ii. Attested photocopy of current manufacturing license, for respective items, issued by competent authority.
iii. List of organizations where the firm is on rate contract or has been supplying the items, along with their performance certificates if available and attested photocopies of rate contracts.
iv. The enclosed certificates and proforma duly filled in and signed.
v. Documentary evidence for the turnover of last three consecutive years along with copy of the audited balance sheet of both the manufacturer as well as authorized dealer separately. A minimum turnover for consumables & non-consumables as indicated at page no. 2 is essential for manufacturer and authorized dealer separately.
vii. Demand Draft of Rs. 500/- (in case tender form downloaded from Website) in favour of “The Registrar, BHU” payable at Varanasi.
vii. Demand Draft of Rs. 2000/- (Tender Processing Fee) in favour of “The Registrar, BHU” payable at Varanasi.
viii. An Earnest Money Deposit (EMD) for each items as per amount indicated at page no. 2 is to be submitted along with the offer in form of an Fixed Deposit Receipt in favour of “The Registrar, BHU”.

Note: The firms already submitted their offer for Category ‘A’ (Chemical & Glassware) in response to earlier tender offer for the session 2012 – 13 need not to deposit Earnest Money Deposit afresh.

ix. Registration Certificate of Central Excise, wherever applicable.
x. Registration Certificate of C.S.T. and other Taxes of State Govts.
xi. Drug manufacturing license (for Chemical & Glassware / plastic ware etc. category)
xii. Copy of Income Tax Returns for 3 years of both the manufacturer and authorized dealer.
xiii. Copy of Sales Tax / VAT Assessment for 3 years of both the manufacturer and authorized dealer.
xiv. Registration in SSI / DI, in case of manufacturer.
xv. Undertaking for Quality Control System – Copy of Certificate pertaining to ISO, BIS etc.
xvi. Every page of the tender documents and the enclosed copies of the certificates have been signed with seal.

We hereby agree that in the absence of any of the above documents / information, the offer may be summarily rejected without making any further reference to us.

Date: ________________________________

Signature with seal
1. **RATES**

Please quote your lowest rates F.O.R. Destination only otherwise your offer may not be considered. Please quote for those items/specifications only which have been asked for. The rates should include insurance coverage, if necessary for safe delivery. The University shall not pay separately for transit risk insurance. The firm shall be responsible until the stores arrive in good condition at the Destination.

Further, if there is any damage or loss to the stores in transit, the firm will get the stores replaced/repai red to the entire satisfaction of the consignee otherwise cost will be deducted for items found in broken/ unserviceable conditions or short in quantities.

2. **DISCOUNT**

Kindly indicate the maximum discount allowed on the printed price list for the purpose of rate contract. As the University is an educational institution and the largest Central University of the country, its rate contract is quite prestigious, **Separate rate may be quoted in case of bulk supply.**

3. **TAXES AND DUTIES**

Please clearly specify the rates for the taxes, duties and other expenses applicable on the stores even if the rates are net. The rate of taxes as applicable should be clearly mentioned in the offer.

In case of sales made by local dealer, only UPTT / VAT can be charged. UPTT / VAT is also not payable to the second importers of the goods in the state.

The CST will be paid only when supplies are made from outside the state of U.P. and are not reimbursable to the local dealers.

Excise duly will be reimbursed only when the claim is supported by a valid gate pass.

4. **VALIDITY OF THE OFFER**

Since it is rate contract for the financial year 2012 – 13 the rates quoted shall remain valid till next Rate Contract is finalized for the next session and no request for rate revision shall be entertained during this period.

5. **FALL CLAUSE**

i. The prices charged for the stores supplied under the rate contract by the firm in no event should exceed the lowest price at which the firm sells the stores or offers to sell the stores of identical description to any individual / organization / body etc. during the currency of the rate contract.

ii. If at any time during the said period, the firm reduces the sales price, sells or offers to sell such stores to any person (s) /organization (s) / body etc including the purchaser or any Department of Central Government or any Department of State Government of any statutory undertaking of the Central or a State Government as the case may be, at a price lower than the price chargeable under the contract, it shall forthwith inform such reduction or sale or offer to sale to the Dy. Registrar – Purchase and the price payable under the contract for stores supplied after the date of coming into force of such reduction or sale or offer to sale shall stand correspondingly reduced. However, if it is discovered later on that the firm failed to inform the University about the reduction in the sale price and continues to charge higher rates, **excess money so charged is liable to be deducted from E.M.D. Further, more such firm is liable to be debarred from doing any business with the University in future.**
6. **EXECUTION OF SUPPLIES AND BILLING**

It is desired that the supplies be made by a manufacturer directly. However, if a manufacturer is not in a position to execute supplies directly and intends to make the same through authorized dealer(s) their name(s) and address(es) should be declared in advance at the time of submission of the offer.

It has been noted that on many occasions, only one dealer is authorized to execute the supplies. The University desires that in order to maintain smooth supplies to the University, **there should be more than one Local Dealer but not more than three** for the purpose. However, the rates should be quoted by the manufacturer only. Also, the manufacturer should clearly indicate whether the orders will be placed with it or its authorized dealer(s). In such cases, no extra charges by way of any local Taxes/Trade Tax in addition to Central Sales Tax be admissible in case of supplies received from local authorized dealer(s).

7. **PAYMENT TERMS**

Payments shall be made after satisfactory execution of the order and supply of goods in satisfactory condition on bill basis.

8. **REJECTION CLAUSE**

If the stores received do not conform to the description and quality as contained in the catalogue or have deteriorated (and the decision of the purchaser in that behalf will be final and conclusive) the purchaser will be entitled to reject the said items or such portion, thereof as may be discovered not to conform to the said description and quality. On such rejection the goods will be replaced by the firm at its cost.

> If the terms of the quotation etc. are vague, incomplete, contradictory and confusing, the offer will summarily be rejected without any information.

> In case of sub-standard supply / non-execution of supply of ordered goods within the stipulated time, the University reserves the right to impose penalty on the concerned firm.

9. **THE UNIVERSITY RESERVES THE RIGHT TO**

i. Enter into parallel rate contracts simultaneously with more than one firm for the purchases of the items.

ii. Withdraw rate contract of any firm during the currency of rate contract without assigning any reason.

iii. Reject the quotation in absence of not furnishing the documentary evidence in respect of Trade Tax Registration (C.S.T. / U.P.T.T / VAT.), Income Tax and Trade Tax clearance certificates together with the performance of supplies in various branches/institutions.

iv. Reject the quotation in the event of non-furnishing the authentic documentary evidence in respect of Testing reports/Performance report of the concerned Govt. Organization/Institutions about the products being manufactured and marketed. The performance test of the product can be conducted at University level also for which charge will have to be borne by the suppliers.

v. Reject the supplies already made, if not found up to the mark. Random checking may be adopted to test the correctness of the supply. In such an event further action may call to conform the supply or discard further business.

vi. Cancel the order/reject the supplies of chemicals in case where more than one authorized dealers are there and order is placed to local dealer and not to the manufacturers / distributors.
vii. To reject any addition/alteration in respect of local dealerships intimated by the Principals after consideration of the case by the committee appointed by the University for the purpose.

viii. To reject any offer which is not supported / submitted along with the Pricelist / Catalogues / Leaflets / Brochures / Samples where ever applicable within the scheduled time.

ix. To reject any or all the offers without assigning any reasons thereof.

x. All disputes are subject to “Varanasi jurisdiction” only.

The decisions of the University in all respect shall be final and binding on all.

Kindly note that we attach great significance to the list of the organizations of repute where a firm is on rate contract, therefore please enclose certified photocopies of the rate contract.

Please ensure that your offer is complete in all respect as no further clarifications shall be sought from you and reaches us within the last date mentioned above. **The University shall not be responsible for any postal delay / loss in transit etc.**

**Please mention our reference number and due date on the sealed envelope**, otherwise your quotation may not be entertained.

A checklist (list documents to be attached) with proper signature, seal and date should be enclosed with tender document for verification, otherwise the proposal will not be entertained.

_Dy. Registrar – Purchase_

**NOTE: 1-While arranging the Tender Documents, check list should be placed on TOP.**

2-The firms already submitted their offer for Category ‘A’ (Chemical & Glassware) in response to earlier tender for the session 2012 – 13 need not to deposit Earnest Money Deposit afresh.
Following proforma should be filled in and duly signed by the firm and sent alongwith the quotation. (Please refer to the detailed instructions/notes before filling this proforma).

1. Validity of the offer :

2. Approximate Delivery Period :

3. (a) Whether rates have been quoted F.O.R. site and covers packing forwarding and insurance charges. YES / NO
    (b) If not, please mention the same :

4. (a) Whether the prices are inclusive of Sales Tax/VAT & other taxes. YES / NO
    (b) If not, kindly specify the amount / rate :

5. If the Sales Tax/VAT is charged extra, declaration for Charging Sales Tax Correctly, attached. YES / NO

6. (a) Whether supply will be made directly or through any Local / Regional / Authorized Dealer / Stockiest : Directly / Stockiest / Authorized Dealer
    (b) If through a Stockiest / Dealer :
        (i) Name and full address of the Party :
        (ii) Whether the order to be placed with the Principal / Stockiest / Dealer
        (iii) Who will raise the bill Principal / Stockiest / Dealer
        (iv) Cheques will be drawn in favour of Principal / Stockiest / Dealer
        (v) Whether any Delivery, Packing and Forwarding Charges will be payable to local Stockiest/Dealer YES / NO
            (Please specify the amount/percentage etc.)

7. Our terms of payment (Please indicate your preference By a (√) mark) Please note that no other payment terms are likely to be accepted.

   (a) For Local Firms or if the bills are raised by the Local Dealers.
       (i) 100% Payment on bill basis :
           OR
       (ii) 100% payment against Proforma Invoice after receipt of materials in good condition, installation and satisfactory report. :
           (Only under exceptional cases)

   (b) If the bill are raised by outstation Firms
       (i) 100% Payment on bill basis :
           OR
       (ii) 100% payment against Proforma Invoice after receipt of materials in good condition, installation and satisfactory report :
OR
(iii) D.G.S. & D. Terms of Payment for D.G.S. & D Rate Contract items

OR
(iv) 75% against Proforma Invoice (at site) or documents through Bank and 25% after receipt of materials in good condition, installation and satisfactory report.

OR
(v) 90% payment against Proforma Invoice (at site) or documents through bank and 10% after receipt of materials in good condition, installation and satisfactory report (Only under special Circumstances).

8. Whether any Excise Duty is payable on the items. : YES / NO
   If yes, indicate the amount / percentage. : ............%
   (Please note that excise duty shall be paid only when it is clearly shown in the invoice separately)

9. Whether any installation charges are payable extra. : YES / NO
   If yes, amount to be specified. : ..............

10. Whether any discount for educational institution offered on the printed price list of the manufacturer. : YES / NO
    If yes, mention the amount / percentage. : .............%

11. Whether the product is on DGS &D/D.I. Rate contract. : YES / NO
    If yes, please enclose a photocopy of the same.

12. Whether the product bears I.S.I. Mark. : YES / NO
    If yes, please mention the I.S.I. License no. : ..............

13. (a) Whether the firm is Sales Tax payer. : YES / NO
    If yes, please mention the Sales Tax Numbers. : ..............

    (b) Whether the Local Dealer(s) is / are Sales Tax payer(s) : YES / NO
    If yes, please mention the Sales Tax numbers of each : ..............

14. Whether certificate of Quality Control enclosed : YES/ NO

15. Whether printed / authenticated price list of the Firm’s Products and Catalogue etc. enclosed. : YES / NO

Signature with Seal.
C E R T I F I C A T E

WE CERTIFY THAT:

1. We will not sell the product(s) to other institutions, bodies and also in the market on the rates less than the prices quoted by us to the University.

2. The vendor shall furnish a following certificate to the Paying Authority alongwith each bill for payment for supplies made against the Rate Contract (*).

3. The goods on which Sales Tax / V.A.T. has been charged are not exempted for payment of Sales Tax / V.A.T. under C.S.T. Act or U.P.S.T. Act or the rules made there under and the amount mentioned on account of Sales Tax / V.A.T. on goods is not more than what is payable under the provisions of the relevant Act or Rules made there under.

4. The rate of Excise Duty mentioned in the quotation is in accordance with the provisions of the rules in all respects and the same is payable to the Excise Authorities in respect of the stores.

5. The goods / Stores / articles offered under the rate contract shall be of the best quality and workmanship and their supply be strictly in accordance with the technical specifications and particulars as detailed in the quotation and also certificate of quality control system attached.

6. The information furnished by us in the quotation are true and correct to the best of our knowledge and belief.

7. We have read and understood the rules, regulations, terms and conditions of rate contract as applicable from time to time and agree to abide by them.

Authorized Signatory
(Seal)

N.B. : * I / We certify that there has been no reduction in sale price of the Stores of Description identical to the Government under the contract herein and such stores have not been offered / sold by me / us to any person(s) / Organization(s) including the purchaser or any Department of Central government or any Department of State Government or any statutory undertaking of the Central or State Government as the case may be upto the date of the bill / the date of completion of supplies against all supply orders placed during the currency of the R/C at a price lower than the price charged to the Government under the Contract.
APPENDIX ‘F’

IMPORTANT INSTRUCTIONS FOR ALL THE TENDERERS

Your sealed offer should reach in the office of the undersigned by Registered Post / Speed Post or by Hand. Any offer received after the last date shall not be entertained. The following documents should also be submitted along with the offer:

i. Fifteen printed copies of the Catalogue/Price List (a Soft Copy may also be provided) of the products. For Chemical & Glassware category, in case of imported chemical(s), original catalogue may also be enclosed.

ii. Attested photocopies of the following documents:
   A. Manufacturing license issued by the competent authority for each item separately.
   B. Registration Certificate of Central Excise.
   C. Registration Certificate of Central Sales Tax & Provincial Trade Tax.
   D. Drug Manufacturing License if needed for manufacturing (for Chemical & Glassware category).
   E. Copy of Income Tax return for the last 3 year of manufacturer & Authorized dealer.
   F. Copy of Sales Tax / VAT Assessment for the last 3 year of manufacturer & Authorized dealer.
   G. Documentary evidence for the turnover of last three consecutive years along with copy of the audited balance sheet of both the manufacturer and authorized dealer. A minimum turnover for consumables & non consumables as indicated at page no. 2 is essential for manufacturer and authorized dealer separately.
   H. Registration in S.S.I. / D.I. in case of manufacturer.
   I. Undertaking for Quality Control System.

iii. List of organizations, Research Laboratories & Educational Institutes where the firm is on rate contract or has been supplying the items, along with their performance certificates and attested photocopies of rate contracts.

iv. The enclosed certificates and proforma must be returned in original (Photocopy will not be accepted) duly filled in and signed failing which tender may not be considered for Rate Contract.

v. The Bidders must agree for immediate free replacement in case any discrepancy is found with regard to quality/quantity of the material to be supplied by them under this Rate Contract.

In the absence of any of the above documents / information, the offer may be summarily rejected without making any further reference to the bidders in this regard.

APPOINTMENT OF LOCAL DEALER

a. The manufacturer may appoint one or maximum three local dealers for Banaras Hindu University. The manufacturer should ensure that the dealer appointed for the execution of supplies are registered with Trade Tax Department and having valid C.S.T. and U.P.T.T. / VAT No.

b. Request of appointment of new local dealer or withdrawal of any previously appointed local dealer during the financial year i.e. 2012-13 will not be permitted in any circumstances.

c. The manufacturer should furnish the detail information of the local dealer/s on the proforma given below and enclose alongwith the quotation positively, failing which appointment of local dealer will not be considered.

N.B.:
   (i) Any changes towards information given by proforma below will not be accepted during the Rate Contract Session i.e. 2012 – 13.
   (ii) Diversion of order will not be allowed during the Rate Contract session i.e. 2012–13 if the appointment of local dealer is not informed at the time of submission of quotation.

d. The local dealer must be Income Tax Assesses and possessing PAN No.

DETAIL INFORMATION IN RESPECT OF LOCAL DEALER

APPOINTED FOR THE SESSION 2012 – 13

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name &amp; Address, Contact No. &amp; e-mail address</th>
<th>C.S.T. No.</th>
<th>U.P.T.T. / V.A.T. No.</th>
<th>TIN No.</th>
<th>PAN No</th>
<th>Drug License No., if otherwise required</th>
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