

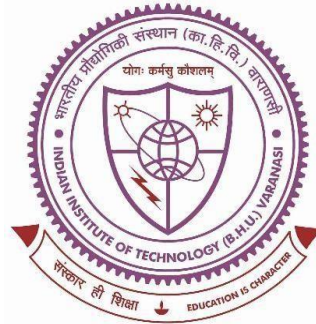
# **OPEN TENDER**

*for*

## **RATE CONTRACT FOR SUBMISSION OF RATE FOR CAMC, SERVICING OF ACs, SPARE PARTS OF ALL TYPES AND MAKES OF AIR CONDITIONERS**

**Tender No. :IIT(BHU)/IPC/Air Conditioners/2023-24/804 Dated 11.03.24**

**Last Date of Submission: 25.03.2024 (04.00 PM)**



**Indian Institute of Technology  
(Banaras Hindu University)  
Varanasi-221005**

**E-mail: [registrar@iitbhu.ac.in](mailto:registrar@iitbhu.ac.in)**



## Advertised Tender Enquiry Documents

### OPEN TENDER NOTICE NO. IIT(BHU)/IPC/Air Conditioners/2023-24/804 Dated 11.03.2024

Indian Institute of Technology (BHU), Varanasi invites bids from air conditioner servicing firms (Authorised by any reputed OEM) in Varanasi for "RATE CONTRACT FOR SUBMISSION OF RATE FOR CAMC, SERVICING OF ACs, SPARE PARTS OF ALL TYPES AND MAKES OF AIR CONDITIONERS" as per details given as under.

Details of the item	<b>RATE CONTRACT FOR SUBMISSION OF RATE FOR CAMC, SERVICING OF ACs, SPARE PARTS OF ALL TYPES AND MAKES OF AIR CONDITIONERS from reputed air conditioner servicing firms (Technical Specifications as per Annexure - I)</b>
Tender Processing Fee	Rs. 5,900/- (Inclusive of 18% GST)
Earnest Money Deposit to be submitted	<b>BID SECURING DECLARATION as per Annexure –I-B</b>
Validity of the Rate Contract	The Empanelment and Rate Contract will be valid for a period of <b>ONE YEAR</b> which may be extended for another 1 year based on satisfactory performance.
Performance security	The successful firms will have to submit security deposit of Rs. 1,00,000/- (Rupees One lakh only) Performance Bank Guarantee issued by any Commercial Bank drawn in favor of The Registrar, IIT (BHU) payable at(BHU) in the form of FDR, otherwise the contract will be cancelled.

The Tender Documents for items will be on two-Bid System consisting of Technical Bid and Price Bid. The Tender Document (non-transferable) along with detailed specifications, terms and conditions may be **downloaded from the Institute website ([www.iitbhu.ac.in/iitnotifications/purchase\\_enquiries/](http://www.iitbhu.ac.in/iitnotifications/purchase_enquiries/))** or from Central Public Procurement Portal (CPPP) by the interested supplier along with payment of non-refundable Tender fee as mentioned above.

a) Last date and time for receipt of Tender Document:

The tender should be addressed to" Chairman, Central Purchase Committee IP Cell, IIT(BHU) Directorate, P.O. - IIT (BHU), Dist: Varanasi-221005", and should be delivered in person or sent by registered post / courier so as to reach the Institute on / before the last date up-to 16:00 Hrs. No tender will be accepted after the due date and time.

b) The tender will be opened in the Committee Room, Ground Floor, Admin Building, IIT (BHU), Varanasi - 221005. All Tender Documents must be accompanied by the Tender processing fee of Rs. 5,900/- (Inclusive of 18% GST) (Non-refundable) is to be paid through RTGS/NEFT) as per the following details:

Name of Account - Registrar, IIT(BHU)  
Name of the Bank - State Bank of India  
Name of Branch - IT, BHU, Varanasi  
Account No. - 32778803937  
IFSC Code - SBIN0011445

The proof of payment of tender fee and **BID SECURING DECLARATION as EMD must be enclosed with Technical Bid in a separate sealed envelope.** The details of Earnest Money Deposit must be endorsed on top of envelope containing Technical Bid. Tenders without **BID SECURING DECLARATION as EMD** shall be summarily rejected.

The Institute shall not be responsible for any delay in receiving Bids / sending of Tender Document by post. The Institute reserves the right to accept or reject any bid, without assigning any reason thereof. No correspondence in this regard will be entertained.

**Sd/-**  
**Chairman**  
**Central Purchase Committee**  
Indian Institute of Technology  
(Banaras Hindu University)  
Varanasi

**SCHEDULE**

Name of Organization	Indian Institute of Technology (BHU), Varanasi
Tender Type	Open
Tender Category	Service (RATE CONTRACT FOR SUBMISSION OF RATE FOR CAMC, SERVICING OF ACs, SPARE PARTS OF ALL TYPES AND MAKES OF AIR CONDITIONERS)
Type/Form of Contract	Service
Is Multi Currency Allowed	No (only INR)
Date of Issue/Publishing	11.03.2024 (06.00 PM)
Document Download Start Date	11.03.2024 (06.00 PM)
Document Download End Date	25.03.2024 (04.00 PM)
Address for Submission of Bids	Institute Purchase Cell, IIT(BHU), Varanasi-221005
Last Date and Time for Submission of Bids	25.03.2024 (04.00 PM)
Date and Time of Opening of Technical Bids	26.03.2024 (04.00 PM)
Venue of Technical Bid Opening	Committee Room, Ground Floor, Administrative Building, IIT(BHU), Varanasi-221005
Tender Fee	Rs. 5,900 /- (Inclusive of 18% GST) (Non-refundable) is to be paid through RTGS/NEFT) as per the following details: Name of Account - Registrar, IIT(BHU) Name of the Bank - State Bank of India Name of Branch - IT, BHU, Varanasi Account No. - 32778803937 IFSC Code - SBIN0011445
EMD	<b>BID SECURING DECLARATION as per Annexure –I-B</b>
No. of Covers	02
Bid Validity days	180 days (From last date of opening of tender)
Address for Communication	The Chairman, Central Purchase Committee , Indian Institute of Technology (BHU), Varanasi-221005, UTTAR PRADESH
Contact No.	+91-542-2307002
Fax No.	+91-542-2368428
Email Address (for any queries)	<a href="mailto:registrar@iitbhu.ac.in">registrar@iitbhu.ac.in</a>



## INVITATION FOR BIDS

1. Sealed bids in two parts (techno commercial un-priced & Priced bids) are invited from eligible bidders for the following

Sl. No.	Tender No.	Subject	Earnest Money Deposit (EMD)
1.	<b>IIT(BHU)/CPC/2023-24/84 Dated 11.03.2024</b>	<b>RATE CONTRACT FOR SUBMISSION OF RATE FOR CAMC, SERVICING OF ACs, SPARE PARTS OF ALL TYPES AND MAKES OF AIR CONDITIONERS (Technical Specifications as per Annexure - I)</b>	<b>BID SECURING DECLARATION</b>

2. Interested eligible Bidders may obtain further information from and inspect the bidding documents at the office of **The Registrar, Institute Purchase Cell, Indian Institute of Technology (Banaras Hindu University), Varanasi – 221 005, U.P., INDIA** or on IIT (BHU) website:

**[www.iitbhu.ac.in/iitnotifications/purchase\\_enquiries/](http://www.iitbhu.ac.in/iitnotifications/purchase_enquiries/)**

3. Each set of bidding document can be **downloaded from the Institute website** free of cost by any interested eligible bidder on payment of the cost of tender document. The cost of bidding documents as indicated above should be paid through RTGS/NEFT.

4. All bids must be accompanied by earnest money deposit as per Annexure I-B as specified above and must be delivered to the Registrar IIT (BHU), Varanasi office up-to 16.00 Hrs of the last date of receiving the tender document as specified.

5. The Institute reserves the right to accept or reject any or all tenders either in part or in full without assigning any reasons thereof.

6. This Tender Document contains the following:

- A. Instructions to Bidders
- B. General conditions of contract(GCC)
- C. Tender form (Techno commercial un-priced Bid)
- D. Tender form (priced Bid)
- E. Check-list for Bid/Tender submission
- F. Declaration Certificate
- G. Technical specification, Bid evaluation criteria and special conditions of contract (Annexure-I)
- H. Price Bid Format (Annexure II)

# **INSTRUCTIONS TO BIDDERS**

## **I. Introduction**

### **A. Qualification Criteria / Eligible Bidders**

This Invitation for Bids is open to all service agencies to quote in response to this NIT.

Copies of valid GST registration certificate, CA certified copies of last three years Income tax return filing statements, self-certified copy of PAN card, proof of service centre in Varanasi and proof of local dealership in Varanasi. Copies of the Annual Rate Contracts and major purchase orders issued by the clients during the preceding three years for Govt. Depts. / PSUs/ Central Autonomous bodies have to be submitted. The firm should have annual financial turnover more than Rs. 1,00,00,000/- (Rupees One Crore only) during the past three financial years namely 2020-21, 2021-22 and 2022-23. An undertaking in this regard should be enclosed. A Statement of Account Balance Sheet for the financial year 2020-21, 2021-22 and 2022-23 duly certified by the valid Chartered Accountant must be enclosed with the technical bid. The bidder should not have been black listed by any Government / Semi Government /Board /Corporations/Autonomous Body/ PSU. An affidavit on Non Judicial Stamp paper has to be submitted by the firm to this effect. Authorization letter from any reputed OEM must be enclosed.

#### **Cost of Bidding**

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

### **B. The Bidding Documents**

#### **1. Cost of Bidding Documents**

Interested eligible bidders may download the bidding documents from the Institute website or from Central Public Procurement Portal (CPPP) as indicated in the invitation for bids free of cost. Only the cost of tender processing fee should be paid through RTGS/NEFT.

#### **2. Content of Bidding Documents**

The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

- (a) Instruction to Bidders(ITB);
- (b) General Conditions of Contract (GCC);
- (c) Schedule of requirements (Annexure I)
- (d) Tender form (technical bid).
- (e) Tender form (financial bid)
- (f) Price bid (Annexure II)

The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding Documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

#### **3. Amendment of Bidding Documents**

At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

All prospective bidders who have received the bidding documents will be notified of the amendment in writing, which will be binding on them.

In order to allow prospective bidders reasonable time within which to take the amendment into account in

preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

### **C. Preparation of Bids**

#### **4. Language of Bid**

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language.

#### **5. Documents Comprising the Bid**

**Techno commercial un-priced bid and priced Bids:** The bids are to be submitted in two parts in separate sealed envelopes i.e. Techno commercial un-priced bid and priced Bids. Both the sealed envelopes should be submitted in another envelop duly mentioning all the details like: Tender no. with date, name of bidder, due date of tender etc.

(a) Techno commercial un-priced bid along with Tender fees as shown in invitation to bids may be submitted through NEFT/RTGS. If the EMD as per Annexure I-B is not received along with the technical bid, such bid will not be considered.

(b) **Priced bid:** The price bid should be submitted in a separate sealed envelope duly superscribed as Price Bid as per **Annexure-II**. The price bid of CAMC, SERVICING OF ACs, SPARE PARTS OF ALL TYPES AND MAKES OF AIR CONDITIONERS must contain priced catalog and discount offered on the same from the OEM.

**7. Techno commercial un-priced bid:** The Techno commercial un-priced bid prepared by the bidders shall be provided in the following Model Response format:

#### **Technical Eligibility Criteria for the Firms (documents to be provided with the Technical Bid):**

1. Firms of appropriate class and repute who have carried out similar service work in any Govt./ Semi Govt. Units / IITs/ NITs / other reputed Institutions /Dept. / Offices or Public Sector Undertaking during the period of from April 2020 to March 2023. True copy of at least one rate contract award letters issued from any Govt. / Semi Govt. Units / IITs/ NITs/ other reputed Institutions / Dept. /Offices or Public Sector Undertaking along with the performance report during the period of April 2020 to March 2023 must be enclosed with the Technical Bid.
2. Firms should submit valid Certificates (True copies). True copy of the same should be attached with the technical bid.
3. The Firm should have an office/service center in Varanasi, U.P. Copy of the same must be attached with the technical bid.
4. The firm should have annual financial turnover more than Rs. 1,00,00,000/- (Rupees Crore only) during the past three financial years namely 2020-21, 2021-22 and 2022-23. An undertaking in this regard should be enclosed. A Statement of Account Balance Sheet for the financial year 2020-21, 2021-22 and 2022-23 duly certified by the valid Chartered Accountant must be enclosed with the technical bid.
5. The firm should produce true copy Income tax returns for the Past Three years i.e. 2020-21, 2021-22 and 2022-23 along with copy of PAN and GST registration Certificate.
6. The firm should not be black listed or suspended by any Govt. / Public Sector Undertaking/ University/Institution / Govt. Hospitals etc. An undertaking/declaration in this regard should be enclosed. If any such matter i.e. of blacklisting /suspension is sub-judice, even then the concerned firm shall be technically disqualified.
7. Standing of each Bidder Dealer and past experience in supply of the material (certificates to be enclosed), proof of Local Dealership letter and Local service center.
8. List of other Govt. Departments, Public Sector units and Central Autonomous Bodies for which the

bidder is supplying material or having the similar type of contracts and a certificate regarding the satisfactory performance of the contract.

9. Submission of samples if required, for all items indicated in the schedule of requirements. The make of the items proposed to be supplied should be indicated in the format of the schedule of requirements and submitted along with the techno commercial un-priced bid without indicating the pricing components.

## **8. Priced Bid**

The price bid of CAMC, SERVICING OF ACs, SPARE PARTS OF ALL TYPES AND MAKES OF AIR CONDITIONERS must contain priced catalog and discount offered on the same from the OEM (**Annexure-II**).

- (a) The prices quoted must be net per unit as shown in the Schedule and must include all charges for delivery at the designated stores.
- (b) Quoted prices should be firm and inclusive of octroi, freight and forwarding charges, handling charges, loading and unloading charges, and insurance charges etc.
- (c) If the price is not quoted in Price Bid Form provided in tender document then, IIT (BHU), Varanasi will reject bid. If the supplier wishes to give separate pricing details, they may be attached in separate sheet along with the duly filled price bid format only.
- (d) Any new taxes and duties liable on the subject contract due to change in legislation during the contract period shall be reimbursed subject to the applicability of the said act to the satisfaction of the purchaser and the production of documentary evidence after availing of statutory concession, benefits etc.
- (e) The supplier shall pay and bear all other liabilities, taxes and duties not specifically agreed by the Purchaser in the contract.
- (f) The prices once accepted by the Institute shall remain valid till the successful execution of the order and till supplies is fully effected and accepted or 12 months from the date of acceptance of tender whichever is later. The Institute shall not entertain any increase in the rates during the period. However, in the event there is a reduction or increase in Government levy/duties during the period of execution of the order, the rates shall be suitably adjusted with effect from the date notifying the said reduction or increase in the Government levy/excise duty.

### **NOTE**

**1. THE TWO BIDS (BOTH TECHNO COMMERCIAL UNPRICED BID) ALONG WITH EARNEST MONEY DEPOSIT (EMD) as Annexure I-B, SAMPLES (IF REQUIRED) AND THE PRICED BID SHOULD BE SUBMITTED SEPARATELY.**

**2. CONDITIONAL BIDS WILL NOT BEACCEPTED**

## **9. Bid Prices**

The Bidder shall indicate on the Schedule of requirements, the unit prices of the goods it proposes to supply under the Contract and enclose it with the priced bid.

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

- (i) The prices quoted must be net per unit as shown in the schedule of requirements and must include all charges for delivery at the designated stores.
- (ii) Only GST which will be payable on the goods if this Contract is awarded;

Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not



subject to variation on any account.

#### **10. Bid Currencies**

Prices shall be quoted in Indian Rupees only.

#### **11. Period of Validity of Bids**

Bids shall remain valid for 180 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder granting the request will not be required nor permitted to modify the bid. Bid evaluation will be based on the bid prices without taking into consideration the above modifications.

#### **D. Submission of Bids**

1. The sealed tenders should be submitted in two parts (i) The Technical Bid and (ii) the Financial in separate sealed cover. The two sealed packets (with the identification statement clearly written Technical Bid or Financial Bid) should be put in one covering sealed envelope labeled on the left hand top corner of their envelope **"Tender Document No. date and Due Date "**. Also Name (in full) and complete address of the firm should be mentioned on left hand bottom corner of the covering envelop.

The tender should be addressed to **'Chairman, Central Purchase Committee, IIT (BHU), P.O. -IIT (BHU), Dist: Varanasi-221005'**.

2. Tenders should be printed on official pad preferably with GST number of the firm.

3. Tenders should bear full details and where possible may be duly supported with catalogues, pamphlets, literature for ensuring the quality and technical details.

4. Tenders received after the closing date and time shall not be considered.

5. While quoting /sending rates, the firm shall submit an undertaking to the effect that the terms/conditions mentioned in the tender document against which the rates are being given are acceptable to the firm. The same should be attached with technical bid.

6. **Warranty period:** Minimum six months against any manufacturing defect.

#### **12. Deadline for Submission of Bids**

Bids must be received by the Purchaser at the address specified not later than the time and date specified in the Invitation for Bids. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up-to the appointed time on the next working day.

The Purchaser may, at his discretion, extend this deadline for submission of bids by amending the bid documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **13. Late/Delayed Bids**

Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, pursuant to Clause 5 of invitation of bids will be rejected and/or returned unopened to the Bidder.

#### **14. Modifications and Withdrawal of Bids**

The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

The Bidder's modification or withdrawal notice shall be prepared, marked and dispatched in a sealed envelope. A withdrawal notice may also be sent by telex or cable or fax but followed by a signed confirmation copy, post marked not later than the

deadline for submission of bids.

No bid may be modified subsequent to the deadline for submission of bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the bid form.

## **E. Bid Opening and Evaluation of Bids**

### **15. Opening of Techno commercial un-priced Bids**

The purchaser will open all techno commercial un-priced bids in the first instance.

### **16. Opening of Bids**

a. The Technical Bids will be opened on 26.03.2024 at 16.00 Hrs. in the Committee Room, Ground Floor, Administrative Building, IIT (BHU), Varanasi-221005.

b. The financial bids of only the Technically Qualified bidders will be opened. The date and time for opening the Financial Bids will be communicated to the respective firms later on by e-mail. Firm should clearly mention their e-mail id & contact number.

### **17. Evaluation of Techno commercial un-priced Bid**

Prior to the detailed technical evaluation, the purchaser will determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations.

The purchaser will reject a bid determined as not substantially responsive.

The bidders may be called for discussion and may be allowed to modify their technical bids to suit the organization's requirement. The idea is to arrive at a threshold level of acceptability above which all the bidders shall be treated on par. Those whose technical specifications do not reach the threshold level of acceptability shall be rejected as technically unsuitable. The price bids of the bidders who finally emerge as technically acceptable shall be opened, evaluated and the contract awarded to the lowest evaluated bidder.

The bidders short-listed by the purchaser based on evaluation of their technical bids may be called for detailed discussions with a team selected for the purpose, at a specified date, time and venue, if needed.

### **18. Opening of Priced Bids**

The Purchaser will open the Priced Bids of only those bidders whose techno commercial bids have been found to be substantially responsive.

The priced Bids of the technically qualified bidders shall be opened by the tender committee.

### **19. Evaluation and Comparison of priced Bids**

Bidders shall state their bid price for the payment schedule outlined in the Clause 14 of General Conditions of Contract. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The purchaser may consider the alternative payment schedule offered by the selected Bidder but it may not be binding on the purchaser.

The purchaser, at its option may ask some more bidders to match the rates of the lowest bidder for creating parallel suppliers.

a. The price bid of CAMC, SERVICING OF ACs, SPARE PARTS OF ALL TYPES AND MAKES OF AIR CONDITIONERS must contain priced catalog and discount offered on the same from the OEM.

b. There should not be any over-writing or cutting on rates quoted. However, all cutting/corrections must be duly authenticated otherwise bids will be liable to be rejected.

c. The MRP Price List of different parts (as submitted in the financial bid) shall not be subject to escalation of any nature in future during the rate contract. Therefore, MRP Price List should be valid for entire period of rate contract.

- d. All liabilities regarding tax/duty/levy shall be borne by the firms.
- e. The rates quoted should be applicable to educational institutions and any cost advantage received in lieu thereof should be passed on the Institution.
- f. Offer /rates should be **FOR: IIT (BHU)**.
- g. Transport /delivery / transit insurance cost to be borne by the firm. Road permit shall be provided by the Institute at the time of supply.
- h. No change in rates on higher side will be allowed in the MRP Price-list during the period of Rate Contract. If the firm or its authorized dealer is found to provide CAMC, SERVICING OF ACs, SPARE PARTS OF ALL TYPES AND MAKES OF AIR CONDITIONERS at lower price (to the any other Govt. Body/Institutes/Office/Unit/PSU or any Private Organization) it will be brought to their notice and that lower prices will be applicable to the IIT (BHU).

**20. Purchasers right to accept any bid and to reject any bid or all bids.**

The Purchaser 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 thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

**21 Award Criteria**

Subject to Clause 19, the purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**22. Notification of Award**

Prior to the expiration of the period validity, the purchaser will notify the successful Bidder in writing by letter or by email, to be confirmed in writing by speed post or hand delivered letter, that its bid has been accepted.

**23. Factors Affecting the Award of Supply**

The bidder should have its own Contract support facilities. The support facilities should be fully owned and managed by the bidder.

Conformity with the Request for Bid/Tender required and conditions.

The assessment based on the response to Model Response Outline.

The assessment of the capability of the bidder to meet the terms and conditions.

The bidders must have executed similar orders, for which the bidder is quoting, as indicated in clause 1 for Govt./Semi-Govt./Autonomous/PSU Organizations.

The cost and the discount offered, if any.

**24. Delivery schedule:**

- Free delivery at IIT (BHU), Varanasi. General Delivery Period is within 24 hours, and for any change in spare parts, delivery period is 48 hours from the date of issue of Purchase order or the delivery period as mentioned on purchase order. Non-availability of the stock should be informed in writing immediately. No part-supply will be allowed. Defective items or items not as per given brands or samples, if any supplied must be taken back and be replaced with no additional cost.

**25. Security Deposit:**

- The successful firms will have to submit security deposit of Rs. **1,00,000/-** (Rupees One lakh only) Performance Bank Guarantee issued by any Commercial Bank drawn in favor of TheRegistrar, IIT (BHU) payable at (BHU) in the form of FDR, otherwise the contract will be cancelled.
- The successful tenderer is entirely responsible for due performance of the contract in all respects according to the speed, intent and meaning of the terms and conditions and specification and all other documents referred to in the acceptance of tender.

**26. Fall clause**

The price quoted by the supplier should not be higher than the maximum retail price, if any, for the stores and the same shall not be higher than the price usually charged by the supplier for stores of the same nature, class or description to any other purchaser.

The price charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier sells the stores of identical description to any other person during the period till performance of all supply orders placed during the currency of the contract is completed. If at any time during the period the supplier reduces the sale price of such stores or sells such stores to any other person including his dealers at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the purchaser and the price payable under the contract for these items of stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

If it is discovered that the supplier has contravened the above conditions, then without prejudice to any other action which might be taken against him, it shall be lawful for the purchaser to (a) revise the price at any stage so as to bring it in conformity with sub-clause (i) above, or (b) to terminate the contract and purchase the items of stores at the risk and cost of the supplier and in that event the provisions of Clause 28 of General Conditions of Contract shall, as far as possible, be applicable or recover the loss.

**27. Samples**

All suppliers are requested to submit samples of items indicated in the schedule of requirements for each tender separately in a separate envelope along with the technical bid (where ever applicable).

**28. Legal matter:**

- In the event of any dispute over this contract, IIT(BHU), Varanasi's decision shall be final and binding.

## **GENERAL CONDITIONS OF CONTRACT (GCC)**

### **II. Definitions**

In this Contract, the following terms shall be interpreted as indicated:

- (a) "The order" means the agreement entered into between the Purchaser and the Supplier including all the attachments and appendices and all documents incorporated as per notification of award.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the items, which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services training and other obligations of the Supplier covered under the Contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "The Purchaser" means the organization purchasing the Goods i.e. IIT (BHU), VARANASI.
- (g) "The Purchaser's country" is India.
- (h) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (i) "Day" means calendar day.

1. The Financial bids of only those firms who qualify in Technical Bid evaluation by the concerned Committee shall be opened. The financial bids of all those firms who fail to qualify in the technical bid will not be opened under any circumstances.
2. All entries in the tender form should be legible and filled clearly. Any overwriting or cutting which is unavoidable shall be signed by the authorized signatory. Any alterations without authentication will be treated as a 'NIL' entry.
3. Tender incomplete in any form will be rejected outright.
4. All the technical bids will be scrutinized, relevant documents checked for their authenticity and the Firms whose technical bids are accepted will participate in the financial bids on date & time as informed by the office.
5. No firm will be allowed to withdraw after submission of the tenders within the bid validity period.
6. Each page of the tender document should be signed and stamped by authorized signatory of the firm as a token of acceptance of the terms and conditions laid down.
7. In case of breach of terms and conditions by the firm, the Security Deposit will be forfeited at the discretion of the Institute.
8. The firm should deliver the spare parts at different departments of IIT (BHU) in good condition and in accordance with the Purchase Order. Transport / delivery cost to be borne by the firm.
9. Placement of purchase order with the successful firm is subject to the physical inspection of the firm by the authorized representatives of the Institute to appraise the capabilities of the firm to provide the services within the stipulated time limit.
10. It may also be noted that the tender bids received after the stipulated date & time or found incomplete and the tender bids containing false/incorrect information shall be summarily rejected. The Institute shall not entertain any communication in this regard, whatsoever.

11. The decision of the Institute in all matters relating to eligibility, acceptance and rejection of the bid will be final and binding on the applicants.
12. IIT (BHU) discourages High Sea Sale purchase. All tenders with High Sea Sale will be rejected.
13. In case, if last date for submission of the bid happens to be a holiday, then the bid shall be accepted and opened on the next working day.
14. In case of multiple options of same product, bidders are requested to quote only one best option and not multiple options else the quote gets rejected.
15. The quantity shown in the tender can be increased or decreased to any extent depending upon the actual requirement.
16. The Institute reserves the right to rectify any discrepancy of this advertisement, if found later on. In case of any inadvertent mistake in the process which may be detected at any stage even after the issue of purchase order, the Institute reserves the right to modify/withdraw/cancel any communication made to the bidder.
17. Any corrigendum/addendum/errata in respect of the above advertisement shall be made available only at our Institute website [www.iitbhu.ac.in](http://www.iitbhu.ac.in) <https://eprocure.gov.in/epublish/app>. Hence prospective bidders are advised to visit the Institute website regularly.
18. Bidders shall be responsible for the correctness of the information provided in the enquiry letter/tender document. If it is found at a later date that any information given in the bid is Incorrect/false, then the bid is liable to be disqualified/rejected.
19. Institute will not be responsible for non-receipt of bid(s) within the stipulated date and time due to any postal delay/loss of application/document sent in transit.
20. Before submission of bids, bidders should read the complete enquiry letter/tender document carefully and ensure that the bidders fulfill the eligibility criteria.
21. Canvassing in any form will result in disqualification.
22. If the firm quotes '**NIL**' charges/consideration, the bid shall be treated as unresponsive and will not be considered.
23. If '**extra, as actual**' etc. are mentioned against any of the price components in the bid, the bid will be rejected.
24. If any bidder submitting two/multiple bids for the same item of a tender, both/all the bids of that bidder will be out rightly rejected.
25. Rate contract with the successful firm(s) is subject to the site inspection of the firm by the authorized representatives of the Institute to appraise the capabilities and other norms pertaining to the firm.
26. No customization of spare parts will be allowed. Only pre-reported (in catalogue) will be considered.

- **Use of Contract Documents and Information**

The Suppliers shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information except for purposes of performing the Contract.

Any document, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the

Contract if so, required by the Purchaser.

- **Patent Rights**

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

- **Inspections and Tests**

The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.

The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.

Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

- **Consequences of rejection**

If in the event the stores are rejected by the purchaser at the destination and the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser will be at liberty to:

(a) Allow the supplier to resubmit the stores in replacement of those rejected, within a specified time without any extra cost to the purchaser or

(b) Reject the material, which shall be final and binding on the contractor.

Procure the rejected materials of comparable quality from the open market/Govt. stores and the supplier shall be liable to pay the difference in price over the RC prices or get the amount adjusted from the outstanding bills of the supplier, if any.

- **Packing**

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, in any subsequent instructions ordered by the Purchaser.

- **Delivery and Documents**

The Supplier/Service provider shall attend the call within 24 hours from the placement of purchase order in pursuance of the notification of award. The purchase order would be placed after assessing the requirements based on the service call report by the service provider. However, the

supplier shall also arrange to execute all orders on priority basis which would be placed to meet any emergent requirements.

In case the purchaser decides to conclude parallel rate contracts, then the requirements would be split on different firms on equitable basis as per the discretion of the purchaser.

The delivery of Stores shall be affected at the premises of the Institute free of all delivery charges and within the stipulated time and as may be elucidated in the confirmed order, accompanied by a delivery challan. No extension of time for delivery of Stores shall normally be accorded.

- **Time and date of delivery – the essence of the contract:**

The time for and the date of delivery of the stores stipulated shall be deemed to be of the essence of the contract and delivery must be completed not later than the date(s) specified.

- **Insurance**

The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be obtained by the suppliers in an amount equal to 110% of the value of the goods from “warehouse to warehouse” (final destinations) on “all risks” basis including war risks and strikes.

- **Transportation**

Where the Supplier is required under the Contract to transport the Goods within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the contract Price.

- **Warranty**

The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in India.

This warranty shall remain valid for at least 06 months (or as specified) after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, unless specified otherwise.

The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or replace the defective Goods or parts thereof, without any extra cost to the Purchaser.

If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as maybe necessary at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

- **Payment Terms:**

1. **Where installation is not required:** 100% payment will be made within 30 days after satisfactory delivery of material duly certified by the HOD/P.I./Institutes.

OR

**Where Installation is required:** 100% payment will be made within 30 days after satisfactory delivery and installation of the material duly certified by the HOD/P.I.

OR

100% Advance will be paid against submission of 110% Bank Guarantee of the total order value.

2. The firm should submit the Performa Invoice (after discount offer as per contract) for the CAMC, SERVICING OF ACs, SPARE PARTS OF ALL TYPES AND MAKES OF AIR CONDITIONERS. Taxes or Govt. levy, if any as applicable at the time of delivery the same must be shown separately in the bill.



3. Payment will be released, after receipt and acceptance of items by the authorized representative of the Institute and on submission of the bill along with the list of items supplied as per the purchase order. No advance amount will be paid. Statutory taxes as applicable at source will be deducted from the Bill. All payments will be made by NEFT /RTGS.

- **Assignment**

The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

- **Penalty:**

1. A penalty of 1% of the delivered price / total order value per week shall be levied for the delay subject to a maximum of 10% of the total order value shall be imposed.

2. Penalty as may be decided by the Institute is liable to be levied on the firm who does not supply the items according to quantity/specifications and time limit specified in the purchase order.

3. The firm has to supply/provide service within 24 hours from the date of the supply order or the delivery period as mentioned on the supply order.

- **FORCE MAJEURE**

For the purpose of and within the scope of contract by way of indication and not of limitation. The term "Force Majeure" shall mean acts of nature, strikes. Lockouts or other industrial disturbances. act of public/enemy, wars, blockades. insurrection, riots, epidemics, landslides, earthquakes, storms lightening, flood, washouts, civil disturbances, explosion and any other similar even not within the control of either party on which by exercise of due care and diligence neither party is able to prevent or overcome.

If a Force Majeure situation arises, the firms shall promptly notify the Institute in writing of such conditions and the cause thereof.

- **Termination for Insolvency**

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

- **Termination for Convenience**

The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices.

- **ARBITRATION:**

In the event of any difference or dispute arising out of this agreement, all efforts shall be made by both the Parties to settle the same amicably. Failing an amicable settlement, the dispute shall be finally settled through an arbitration conducted under the Arbitration and Conciliation Act, 1996 by the sole Arbitrator appointed by the Director, IIT (BHU). The arbitrator shall give reasoned and speaking award.

Sd/-  
**Chairman**  
*Central Purchase Committee*  
*Indian Institute of Technology,*  
*(Banaras Hindu University)*

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

**TENDER FORM**  
**(Techno commercial un-priced Bid)**  
(On the letter head of the firm submitting the bid)

Tender No.....  
To  
The \_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

1. I/We hereby offer to supply the items as listed in the schedule to this tender hereto/portion thereof as you may specify in the acceptance of Tender at the price given in the said Schedule and agree to hold this offer open for a period of 180 days from the date of opening of the tender. I/we shall be bound by a communication of acceptance issued by you.

2. I/We have understood the Instruction to bidders and Conditions of Contract in the form as enclosed with the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature of the goods required and my/our offer is to supply the goods strictly in accordance with the specifications and requirements.

3. A **BID SECURING DECLARATION as per Annexure I-B** as Earnest Money is enclosed.

4. The following have been added to form part of this tender.

- (a) Samples of items quoted for, as per instructions provided in the schedule of requirement.
- (b) Schedule of requirements, quoting the make only duly signed and stamped.(without indicating price)
- (c) Income Tax clearance certificate.
- (d) Copy of last audited balance sheet.
- (e) Copy of Valid Central/State sales tax registration certificate.
- (f) Copy of relevant major purchase orders and rate contracts executed during last three years for Govt. Departments., PSUs & Central Autonomous bodies.
- (g) Proof of manufacturing Unit, local dealership certificate, local service centre.
- (h) Statement of deviations from financial terms & conditions, if any.
- (i) Any other enclosure. (Please give details)

5. We undertake to execute all orders which have been placed to meet emergent requirements on priority basis.

6. Certified that the bidder is: A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor,

Or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

Or

A company and the person signing the document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariable be duly attested by the person authorized to sign the bid document).

7. We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding contract between us.

Yours faithfully,  
(Signature of bidder)

Dated this day of \_\_\_\_\_

Address:.....  
Telephone:\_\_\_\_\_  
FAX\_\_\_\_\_

E-mail

\_\_\_\_\_  
Company seal

**Tender Form**

(Priced Bid)

(On the letter head of the firm submitting the bid document)

To  
The \_\_\_\_\_  
\_\_\_\_\_

Ref: Tender No .....

Dated :.....

Sir,

Having examined the bidding documents and having submitted the techno commercial un-priced bid for the same, we, the undersigned, hereby submit the priced bid for supply of goods and services as per the schedule of requirements and in conformity with the said bidding documents.

We hereby offer to supply the Goods/Services at the prices and rates mentioned in the enclosed schedule of requirement.

We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the schedule of requirement and that we shall perform all the incidental services.

The prices quoted are inclusive of all charges net F.O.R IIT (BHU), Varanasi. We enclose herewith the complete Financial Bid as required by you. This includes:

Price Schedule as per schedule of requirement.

Statement of deviations from financial terms and conditions.

We agree to abide by our offer for a period of 180 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.

Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/ constituted attorney of sole proprietor,

Or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

Or

A company and the person signing the bid document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the bid document.)

We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Dated this day of \_\_\_\_\_

Signature of Bidder

Details of enclosures

Full Address:

Telephone No.:

Fax No.

E-mail:

COMPANY SEAL

## CHECKLIST FOR BID/TENDER SUBMISSION

The following check-list must be filled in and submitted with the bid document:

### **Pre-qualification Bid**

- |  |          |
|--|----------|
| 1. Was the bid document downloaded by you?   | Yes /No  |
| 2. Have you attached the techno commercial un-priced bid form duly filled in appropriately?  | Yes / No |
| 3. Have you attached a copy of a compliance list against the technical Specification (for each point)?   | Yes /No  |
| 3. Have you attached a copy of the last three years audited balance sheet, P&L Statement and solvency certificate from bank regarding your firm?   | Yes /No  |
| 4. Have you attached the details of the income tax clearance certificate, proof of manufacturing unit/ dealership letter/general order suppliers and copy of Central/State sales tax registration certificate? | Yes / No |
| 5. Have you attached the copies of relevant work orders from Govt. Deptt. /PSUs and Central Autonomous Bodies?   | Yes /No  |
| 6. EMD: Have you submitted EMD as per Annexure I-B asked for?  | Yes /No  |
| 7. Have you submitted samples of all items indicated in the respective schedule of requirements?   | Yes /No  |
| 8. Have you enclosed the schedule of requirement indicating the make offered without indicating the pricing components along with the techno commercial un-priced bid?   | Yes /No  |
| 9. Have you submitted the bids both techno commercial un-priced and priced bid separately for each tender?   | Yes /No  |
| 10. Have you enclosed the statement of deviations from financial terms and Conditions, if any?   | Yes/No   |
| 11. Have you enclosed compliance statement form?   | Yes /No  |

### **Priced Bid:**

- |   |          |
|---|----------|
| 1. Have you signed and attached the priced bid form?                  | Yes / No |
| 2. Have you attached the schedule of requirements duly priced?        | Yes /No  |
| 3. Have you attached the Declaration / integrity pact(as applicable)? | Yes /No  |

**DECLARATION**

**(To be submitted on the letter head of the bidder)**

1. I, ..... Son /Daughter of Shri .....

----- Proprietor/Partner/CEO/MD/Director/Authorized

Signatory of M/s ----- am competent to sign this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief.
4. I/ we/ am are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
5. Each page of the tender document and papers submitted by my Company is authenticated, sealed and signed, and I take full responsibility for the entire documents submitted.

----- Signature of the Authorized Person

Date: .....

Place:-----

Full Name: -----

Company Seal:.....

The Service Provider must fulfill the following pre bid criteria and technical specifications regarding CAMC, SERVICING OF ACs, SPARE PARTS OF ALL TYPES AND MAKES OF AIR CONDITIONERS.

<b>Sl. No.</b>	<b>Description</b>
<b>A.</b>	<b>ESSENTIAL PRE-BID ELIGIBILITY CRITERIA</b>
1.	Annual Turnover of company should not be less than Rs. 1,00,00,000/- per year only during last three years. The bidders should submit the turnover proof since last three years in terms of P&L and Balance sheet duly audited statement for the period 2020-21, 2021-22 and 2022-23. (Proof to be attached).
2.	Bidders should be the authorized dealer. Currently valid Letter of Authorization from original equipment manufacturer (OEM) should be enclosed in case of authorized dealer participating in the Tender. The Letter of authorization shall remain valid during execution of supply and installation.
3	The bidders should never have been black listed by any Government / Semi Government / Board /Corporations/ Autonomous Body during last five years. An affidavit on Non-Judicial Stamp paper has to be submitted by the firm to this effect.
4	The bidder should have a local dealer and service center in Varanasi.
	<b>The bid of any bidder not meeting any of the above criteria shall be rejected.</b>
<b>B.</b>	<b>TECHNICAL EVALUATION CRITERIA</b>
5	The bidder should have entered into Annual Rate Contract (ARC) for CAMC, SERVICING OF ACs, SPARE PARTS OF ALL TYPES AND MAKES OF AIR CONDITIONERS being quoted by them with at least one (1) Government Departments/Educational Institute /Universities/ PSUs during last three years 2020-21, 2021-22 and 2022-23. Copies of the Annual Rate Contract and order copies issued by the clients must be attached.
6	The bidder should not have incurred loss continuously in last three financial years (2020-21, 2021-22 and 2022-23). Certified copy of profit and loss statement should be attached with technical bid duly certified by the Chartered Accountant.
7	The bidders should have a Standard Price List of all the products applicable throughout the country. Electronic version of the catalog indicating the price of each items should be provided with financial bid. The price should be inclusive of fixing and installation cost (ready to use cost).
8	The bidder is required to produce and attach a solvency certificate for a minimum value of Rupees One Crore from the scheduled Bank duly attested by the Chartered Accountant or Senior Branch Manager of the scheduled bank. This certificate should not be more than six months old from the date of publication of tender.
9	The firm should provide information regarding litigation / arbitration cases for the last five years.
10	Any other term and conditions mentioned in this tender document.

## COMPLIANCE SHEET

Sl. No.	Eligibility Criteria	Compliance (Y/N)
<b>A.</b>	<b>ESSENTIAL ELIGIBILITY CRITERIA</b>	
1.	Our Turnover is not less than Rs.1,00,00,000/- per year. The audited turnover proof since last three years is attached (P&L and Balance Sheet for the year 2020-21, 2021-22 and 2022-23. We have not incurred loss in last three financial years.	
2.	We have never been black listed by any Government / Semi Government / Board/IIT/NIT /Corporations/ PSU /Autonomous Body during the last five years. We have submitted an affidavit on Non Judicial Stamp paper to this effect.	
3.	We have a service center and also a local dealer in Varanasi. We have attached documentary evidence with the Technical Bid in this regard.	
<b>B.</b>	<b>TECHNICAL EVALUATION CRITERIA</b>	
4.	We entered into Annual Rate Contract (ARC) for CAMC, SERVICING OF ACs, SPARE PARTS OF ALL TYPES AND MAKES OF AIR CONDITIONERS being quoted by us in the catalogue with Government Departments/ Educational Institute/IIT/NIT/Universities/ PSUs during last three years. Copies of the Annual Rate Contract issued by the clients are enclosed. Total number of RC details along with purchase orders are attached at <b>Annexure I-A</b> .	
5.	We possess Anti Rust Treatment plant, powder coating machinery and oven in our own manufacturing premises and we have attached proof in support of the same (copy of details of Machinery/Plant are attached). We have no objection if the RC Committee visits our manufacturing plant in India to examine the manufacturing capacity of our firm.	
6.	We have not incurred loss continuously in last three financial years. Certified copy of Profit and Loss statement is attached with the technical bid.	
7.	We have a Standard Price List of all the products applicable throughout the country (unpriced price list catalogue is attached with Technical Bid).	
8.	We have attached the “Solvency Certificate” from a Bank worth Rs. One Crore.	
9.	We offer a complete service of CAMC, SERVICING OF ACs, SPARE PARTS OF ALL TYPES AND MAKES OF AIR CONDITIONERS.	

I have also enclosed all relevant documents in support of my claims, (as above) in the following pages.

**Signature of Bidder (Seal)**



**The Institute Reserves The Right To:**

- i. Increase or decrease the quantity of the item(s) as per requirement.
- ii. Reject the quotation in absence of not furnishing the documentary evidence in respect of GST registration, Income Tax and Trade Tax clearance certificates together with the performance of supplies in various branches/institutions.
- iii. 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 Institute level also for which charge will have to be borne by the suppliers.
- iv. Reject the supplies already made, if not found up to the mark. Thorough checking may be adopted to test the correctness of the supply. In such an event further, action may call to conform or discard the supply.
- v. 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 Institute for the purpose.
- vi. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
  - (a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the purchase order, or within any extension thereof granted by the Purchaser.
  - (b) If the Supplier fails to perform any other obligation(s) under the Contract.
  - (c) 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:

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

All disputes are subject to “*Varanasi Jurisdiction*” only.

The decisions of the Institute 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 Institute 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.

*Chairman*  
*Central Purchase Committee*  
*Indian Institute of Technology,*  
*(Banaras Hindu University)*

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

(To be submitted with the technical bid)

**Undertaking on Annual Financial Turnover**

(To be given on the letter head of the Authorized Chartered Accountant/ Company Secretary, do not use the Xerox copy of the letter head)

The Chairman  
Central Purchase Committee  
Indian Institute of Technology,  
(Banaras Hindu University)  
Varanasi -221005 (U.P)

That in to certify that the annual turnover of last three Financial Year i.e. 2020-21, 2021-22 and 2022-23 of the firm / company named as (Name of the firm & Address) is given below:

Name:

Signature of the Authorized Signatory:

Designation:

Seal of the Firm:

Date:

**DETAILS OF ANNUAL RATE CONTRACT**

<b>List of Government Organizations for whom the Bidder has undertaken such work during last three years (must be supported with work orders)</b>		
<b>Name of the organization</b>	<b>Rate Contract details with purchase orders</b>	<b>Amount of order</b>

<b>Name of application specialist / Service Engineer who have the technical competency to handle and support the quoted product during the warranty period.</b>		
<b>Name of the organization</b>	<b>Name of Contact Person</b>	<b>Contact No.</b>

**Signature of Bidder**

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Organization Name:** \_\_\_\_\_

**Contact No.:** \_\_\_\_\_

**E-mail Id :**-----

**(Letterhead of the bidder)**  
**Bid Securing Declaration Form**

To  
(insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with IIT(BHU), Varanasi for a period of two years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity or its extended period, if any; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity

(i) fail or reuse to execute the contract, if required, or

(ii) fail or refuse to furnish the Performance Bank Guarantee, in accordance with the Instructions to Bidders.

c) If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid;

or

d) If there is a discrepancy between words and figures quoted by the bidder then in that case the amount quoted in words will be treated as final.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: \_\_\_\_\_

(Insert signature of person whose name and capacity are shown in Bid Securing Declaration)

Name: \_\_\_\_\_

(insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a consortium, the Bid Securing Declaration must be in the name of all partners to the consortium that submits the bid)

Tender Ref. No. IIT(BHU)/IPC/Air Conditioners/2023-24/804

Dated: 11.03.2024

**PRICE BID FORMAT**

(To be submitted in a Separate Sealed Envelope super-scribed as PRICE BID)

(Kindly provide both the soft copy in Excel format (.xls) &amp; in .PDF format in CD as well as duly signed hard copy)

INDIAN INSTITUTE OF TECHNOLOGY (BHU)					
<b>CAMC, SERVICING OF ACs, SPARE PARTS OF ALL TYPES AND MAKES OF AIR CONDITIONERS FOR THE SESSION 2024-25 &amp; 2025-26.</b>					
<i>Firm on Rate Contract :</i>					
Sl. No.	Particulars	Rate/each (Rs.)	Percentage of Discount offered	Taxes as applicable	Net FOR price after discount
<b>A.</b>	<b>Window &amp; Split A.Cs</b>				
1	Window A.C. 1.0 & 1.5 Ton				
2	Split A.C. 1.5 Ton				
3	Split A.C. 2.0 Ton				
4	Mega Split A.C. 2.5 Ton & 3.0 Ton				
5	Cassette A.C.				
6	Verticool Split A.C.				
7	Inverter A.C. upto 2.0 Ton				
<b>B.</b>	<b>Ductable Plants</b>				
<b>C.</b>	<b>Packaged Plants</b>				
<b>D.</b>	<b>Central A.C. Plants</b>				
<b>Scope of CAMC</b>					
1	Four servicing in a year at site. This includes through cleaning of unit, lubrication of motor, checking of electrical wiring and parts. After completion of job a report will be submitted by the firm.				
2	In addition to the above, additional servicing in every month (From April to September) to check the performance of A.C.				
3	Replace/repair of the electrical parts, gas and compressors of the A.C & A.C Plants only during the contract period without any extra cost.				
4	All faults will be attended within shortest possible time.				
E.	Servicing of Ductable & Packaged Unit				
F.	Servicing of Window A.C				
G.	Servicing of Split A.C				
H.	Servicing of Mega Split A.C				
I.	Servicing of Verticool/Cassette A.C				
J.	Price catalogue of OEM along with discount offered by the OEM/Dealer or both.				

- Note :**
- In case of any discrepancies between hard copy and soft copy, the duly signed hard copy shall be considered as final price bid.**
  - Attach extra sheet as many as required.**
  - FOR prices must be upto IIT (BHU) Varanasi.**

-----END OF DOCUMENT-----