



**INDIAN INSTITUTE OF TECHNOLOGY, KANPUR**  
**STORES & PURCHASE SECTION**

P.O I.I.T Kanpur - 208016  
Ph.No. (0512)2597384, 2597214  
Fax No. (0512) 2597659

No. P/Glass/Chem/RC/2023-2024/«SINo»/

Dated : June 23, 2023

To  
«Firm\_Name»

Dear Sir,


Tenders are invited by the undersigned on behalf of Director, Indian Institute of Technology, IIT Post Office, Kanpur for entering into Rate Contract for supply of Lab. Chemicals, Glasswares and Polypropelenewares of one or more of the following makes/brands for the period of 1(one) year from the date of agreement. :

Sl.No.	Make of Chemicalss	Sl.No.	Make of Glasswares / Polypropelenewares/Labwares
01	Fisher	01	Borosil
02	Merck	02	Vensil
03	SDFCL	03	Perfit
04	Rankem	04	ASGI
05	Loba	05	J.Sil
06	Hi-Media	06	JSGW
07	Hysel	07	Tarsons
08	Spectrochem	08	Geno
09	Alfa, Aesar, Avocado & Lancaster, Invitrogen	09	Genei
10	Thomas Baker	10	Hysel
11	SRL	11	Axiva
12	Titan Media & Titan Chemicalss	12	Jain Biological
13	Sigma Aldrich	13	ERBA Biohit
14	Medox	14	GE Healthcare Whatman
15	CDH	15	Riviera
16	Bangalore Genei	16	Amber
17	Millipore	17	Tensil
18	Genetix	18	Abdos
19	Roche	19	Jhasil
20	Nice	20	Gripsil
21	Labmate	21	Abdos
22	Biotech	22	Abron
23	SISCO Chem	23	UBS
24	Nanoshel	24	ILS
25	Molychem	25	Hi-media
26	Bio-RAD	26	Sigma
27	Finar	27	Loba
28	UBS	28	Merck
29	Agile	29	Fisher

30	Prolab	30	Spinchrom
31	Geno	31	Genaxy
32	ILS	32	FBS
33	Biotech	33	Astra
34	Reinste \	34	Pall
35	LCGC	35	Glacier
36	Genaxy	36	Invitrogen
37	FBS	37	Glasil
38	MP	38	Omson
39	Glassco	39	KV Bio
40	Infusil		
41	Corning /Costar / Pyrex		
42	Takara		
43	TCI		
44	Biochem		
45	Qiagen, Krishgen Biolink		
46	KV Bio		
47	Promega		

Tender (separately for Chemicals, Glasswares and Polypropelenewares) must reach to **The Dy. Registrar, Stores & Purchase Section, IIT Kanpur – 208016 by 14/07/2023 (Friday)**. **If soft copy of price list in pdf form (stored in CD or pendrive) is not attached with the tender, the tender may not be considered.** Also price list soft copy in form of PDF must be sent at e-mail : [kkpandey@iitk.ac.in](mailto:kkpandey@iitk.ac.in).

The tender will be opened at 3.30 p.m. on the above date in presence of representatives of the firms/manufacturers who wish to be present.

  
 (Anil P. Gonade)  
 Dy. Registrar (S&P) 23/08

## TERMS AND CONDITIONS OF RATE CONTRACT

1. Firms and manufacturers are requested to submit the quotations for Chemicals, Glasswares & Polypropelenewares separately in duplicate
2. Each tender should be accompanied with an earnest money of Rs. 10000/- and Rs. 590/- for processing charges incl GST 18% of Rate Contract both for lab. Chemicals, Glasswares and Polypropelenewares directly in **State Bank of India, IIT Kanpur IFSC Code SBIN0001161 Account No. 10426002137 "The Registrar, I.I.T Kanpur"** and enclose online deposit receipt with RC tender document and also a letter from your principals to guarantee the execution of the orders and to honor the terms and conditions of rate contract. Manufacturers who wish to execute the supplies directly are exempted from depositing the earnest money. The deposited earnest money will be treated as security deposit during rate contract period. However, they are to deposit Rate Contract processing money of Rs. 500/ + 18% GST i.e. 590.00/-.
3. The Chemicals / Glasswares / Polypropelenewares covered under Rate Contract will have to be supplied to the Institute as and when required. The manufacturers can authorize dealers to supply on their behalf on the accepted terms and conditions.
4. Price of individual Chemicals / Glasswares / Polypropelenewares need not be quoted in the main tender document. **Only a soft copy of price list in the form of PDF as well as hard copy excluding custom duty valid for the period of contract duly signed and sealed should be attached alongwith the tender (if soft copy of price list in the form of PDF is not attached with the tender, the tender will not be considered)** stating clearly the discount allowed on the prices mentioned in the Price-List. Firms who wish to offer additional discount on certain items may also quote for those items separately. Firms should also quote for bulk packing, like, 25 litres for solvents / acids. The supplier offering higher discount will be preferred.
5. Prices should remain firm during the period of the Rate Contract. Any increase in Govt. levy during the period of Rate Contract shall be paid extra against documentary proof, if legally leviable and should be intimated within 3 weeks from the receipt of supply order with proper justification of price hike.
6. The Chemicals / Glasswares/ Polypropelenewares shall have to be supplied within 30 days of placing of the supply order. If the supplier fails to supply the material within the stipulated time, the Institute shall have the following courses open for it :
  - (a) To arrange the material from an alternative source and recover the extra cost, if any, from the supplier out of their earnest money.
  - (b) To impose a liquidity damage equal to 10% value of the unfulfilled order provided that amount of liquidity damage shall not exceed the total earnest money deposited by the supplier for the due fulfillment of the terms of contract.
  - (c) In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies or non-fulfilment of any other terms and

- conditions given in rate contract as enumerated subsequently in this clause, Purchaser shall be entitled to cancel the Rate Contract, of which a notice of cancellation shall be sent to the supplier in writing. In that event, entire security deposit of the supplier shall stand forfeited.
7. If the supplier required an extension of time, he shall apply in writing within 15 days of the date of supply order. Valid reasons for non – execution of supplies within the stipulated time may be given to the undersigned.
  8. Defective and sub-standard quality for Chemicals, Glasswares and polypropelenwares supplied will not be accepted and will lead to disqualification of the rate contract. If quality of any brand found inferior, the concerned manufacturer / supplier may be blacklisted for future supplies. Suppliers shall have to take back and replace the rejected materials at their own cost within 15 days of the rejection failing which action will be taken as per clause (6) above. The Institute shall not be responsible for the safe custody of the rejected materials.
  9. The earnest money treated as security deposit once rate contract gets finalized will be refunded only after the due fulfillment of the terms of the contract and on expiry of the period of rate contract.
  10. The rates quoted should be F.O.R. Kanpur for outside suppliers and free delivery to Institute premises for local supplier.
  11. The disputes arising in respect of Rate Contract shall be decided by a competent court at Kanpur and shall be subject to the jurisdiction of Kanpur Court only.
  12. The rate of GST applicable should clearly be specified.
  13. The rates offered should be exclusive of custom duty as the Institute is exempted for the payment of custom duty vide notification no. 51/96 dated 23.07.1996.
  14. The Institute reserves the right of accepting or rejecting all or any tender without assigning any reasons. The Institute is under no obligation to place order with any supplier even after rate contract is entered into with the firm.

  
Anil P. Gonade  
Dy. Registrar (S&P)

➤ **Instruction to the bidder of countries which share land border with India (Rule 144(xi) of GFRs, 2017)**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with any entity from a country which shares a land border with India, shall also require to be registered with the DPIIT.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established, or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established, or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (III) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

**Explanation-**

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company.

- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

**V.** An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

[Note: i. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent.

ii. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as agent.]

- VI.** In case of tenders for Works contracts, including Turnkey contracts, The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority .
- VII.** The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
- VIII.** If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

- As per the Ministry of Commerce and Industry Order No. P-45021/2/2017-PP(BE-II) dated 16.09.2020 preference shall be given to Make in India products for which it is mandatory for bidders to declare Country of Origin of goods and percentage of Local contents in the product.

**Definitions:**

“Local Content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“Class-I local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content to or more than 50%, as defined under this order.

“Class-II local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this order.

“Margin of purchase preference” means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. (shall be 20%)

**Purchase Preference:**

- (a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.
- (b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
  - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class local supplier', the contract for full quantity will be awarded to L1.
  - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-1 local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-1 local supplier', the contract will be awarded to L1.
  - ii. If L1 is not 'Class-1 local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
  - iii. In case such lowest eligible 'Class-1 local supplier' fails to match the L1 price, the 'Class-1 local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-1 local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.



**TENDER ACCEPTANCE LETTER**  
**(To be given on Company Letter Head)**

Date: \_\_\_\_\_

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: -

\_\_\_\_\_

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

\_\_\_\_\_ as  
per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

**Yours Faithfully,**  
**(Signature of the Bidder, with Official Seal)**

Declaration for Local Content

(To be given on Company Letter Head - For tender value below Rs.10 Crores)  
(To be given by Statutory Auditor/Cost Auditor/Cost Accountant/CA for tender value  
above Rs.10 Crores)

Date: \_\_\_\_\_

To,  
The Director,  
Indian Institute of Technology Kanpur,  
GT Road, Kalyanpur, Kanpur -208016

Sub: Declaration of Local content

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: -  
\_\_\_\_\_

1. Country of Origin of Goods being offered: \_\_\_\_\_
2. We hereby declare that items offered has \_\_\_\_\_% local content.

*"Local Content"* means the amount of value added in India which shall, be the total value of the item being offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.

*"\*False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law."*

**Yours Faithfully,**  
**(Signature of the Bidder, with Official Seal)**