**BHARATHIAR UNIVERSITY : COIMBATORE :641 046**

**No.7172/BU/2022/GAS/Rate Contract/2022 -23** **Date: 27.07.2022**

**RE-TENDER NOTIFICATION**

Price lists in two bids system **(Separate Technical bid and Commercial bid)** are invited from the Principal Suppliers, Manufacturer, dealers and distributors by the Registrar, Bharathiar University Coimbatore -641 046 **upto 3.00 p.m. on 12.08.2022** for entering into a Rate Contract for the **academic year** **2022-23** for supply of **Gases and GAS related items** to the University Departments.

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| --- | --- | --- | --- |
| Sl. No. | Particulars | Tender Cost ` | E.M.D. ` |
| 01 | As per schedule enclosed | 300 + 18% GST | 2,000 |
| LAST DATE FOR SUBMISSION OF TENDERS : up to 3.00 p.m. on **12.08.2022**  TECHNICAL BIDS OPENING DATE : at 4.00 p.m. on **12.08.2022** | | | |

**REGISTRAR i/c**

**Note:**

1. The tender is governed by the Tamilnadu Tender Transparency Act 1998 and 2000 as amended from time to time.
2. The tender cover should be superscribed as “Tender for the supply of “Gases and GAS related items” to the Bharathiar University, B.U.”
3. The Tender Fee & EMD of the quoted value against each to be enclosed in the form of DD drawn in favour of the Registrar, Bharathiar University, payable at Coimbatore and shall be submitted in separate cover.
4. For Tender Terms, Conditions and schedule – log on to our website [**http://www.b-u.ac.in**](http://www.b-u.ac.in) and can be downloaded from Government website [**www.tenders.tn.gov.in**](http://www.tenders.tn.gov.in)**.**

Copy to:

1. P.s. to Vice-chancellor.
2. P.A. to Registrar i/c.
3. The Finance Officer
4. The Co-ordinator, Data Center, BU- with a request to upload the Tender Documents

in the University Website and Government Website.

1. Notice Board
2. The HODs, All Science Departments and Centre’s, B.U.

# BHARATHIAR UNIVERSITY, COIMBATORE - 46

**General Terms and Conditions for entering into Rate Contract for supply of Gases and Gas related items to Bharathiar University, Coimbatore – 46.**

**General Instructions:**

1. Bharathiar University, Coimbatore, Tamilnadu, invites sealed bids for purchase of **Gases and** **Gas related items to Bharathiar University,** from its manufacturer/authorized dealer for the **academic year 2022-23 upto 3.00 p.m. on 12.08.2022**.
2. Tender should be addressed to the Registrar, Bharathiar University and should be only in sealed covers by Registered post/ or in person. Tenders received in ordinary covers without seal will not be considered.
3. The tender cover should be superscribed as “Tender for the supply of with the words **“Rate Contract for Supply of Gas related items to Bharathiar University, Coimbatore**. **Due date on 12.08.2022**.
4. The Technical Bid of the tenders will be opened on **12.08.2022** **at 4.00 P.M.**  in the presence of the tenderers who are at present. Tenders received late will be returned to the tenderer unopened.
5. The entries in the tender schedule shall be as for as possible without scoring, corrections and over writings and shall be legible. The unavoidable correction or scoring shall be attested by full signature of the tenderer. The tenderer should sign on each page of the tender document.
6. The tender is in **two - bid system** i.e. Technical details and the Price Schedule. The technical bid will be opened on the designated date by the Registrar, Bharathiar University, Coimbatore. The financial bid, **containing the discount percentage** will be opened on a suitable date and will be intimated later by the Registrar, Bharathiar University in respect of those who qualify the terms and conditions of the technical bid.
7. The tender is governed by the Tamilnadu Tender Transparency Act 1998 and 2000 as amended from time to time.
8. ***In the tender schedule the tenderer should quote his discount for each item in separate sheet as per the format in figures and words in the corresponding column.***
9. ***If the discount quoted in the schedule differ in words and figures, the highest discount rate will be taken. The unit rate shall be as per the price list given by the manufacturer.***
10. The Bidder’s Firm should have been in existence for a minimum period of 3 years. (Copy of Certificate of Incorporation/ Registration Certificate of the Firm to be submitted). Copy of the PAN card of the firm. Copy of the IEC Code certificate (if applicable). Copy of the GSTN Registration. The Bidder must not be blacklisted/banned/suspended or have a record of any service related dispute with any organization in India or outside.
11. The Bidder should have 3 or more Rate Contracts with CSIR Labs / ICMR Labs / ICAR Labs / IIT Labs /Central Universities /DRDO /CFTI/ Govt. Organization in the past three years for similar items of this tender. Copies of such rate contracts must be enclosed with the offer.
12. The Bidder should have filed ITR for the last Three financial years i.e., Financial **years (2019-20, 2020-21 & 2021-22)** (Copy of the ITRs and filed acknowledgement to be submitted alongwith the Technical Bid). If the Bidder is a local distributor/dealer/stockiest, it is mandatory to attach authorization certificate along with the bid from the manufacturing company.
13. Each tender shall be accompanied with the EMD of **`2,000** in the form of DD drawn in one of the Nationalized Banks in the name of “Registrar, Bharathiar University” payable at Coimbatore. Cheques and Bank Guarantees will not be accepted.
    1. No request for transfer of any pervious deposit of earnest money or security deposit or payment of any pending bill held by the institute in respect of any previous work will be entertained.
    2. Tender shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited to the Bharathiar University, Coimbatore.
    3. The Tenders without Earnest Money will be summarily rejected.
    4. The firms who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industrial (SSI) are exempted to submit the EMD (copy of registration must be provide along with)
    5. No Claim shall lie against the Registrar, Bharathiar University, and Coimbatore in respect of erosion in the value or interest on the amount of EMD.
    6. The EMD, in case of successful bidders shall be returned after submission of performance security and in case of unsuccessful Bidders shall be retained by the Purchaser, upto a maximum period of 6 months from the date of opening of the Bids or till the finalization of the tender, whichever is later. The bid security shall be refunded to the unsuccessful tenderers on written request. No interest will be payable by the Bharathiar University, Coimbatore authorities on the EMD.
    7. In case the tenderer withdraws, modifies or change his offer during the contract period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof.
14. Each tender shall be accompanied with the Tender cost of **` 300 + 18 % GST** in the form of DD drawn in one of the Nationalized Banks in the name of “Registrar, Bharathiar University” payable at Coimbatore. Cheques and Bank Guarantees will not be accepted.
15. Tender fee **`300 + 18% GST** is Non-refundable amount of and the tenders submitted without tender cost shall liable to be rejected summarily.
16. The technical bid and the financial bid should be sealed by the bidder in separate covers super- scribed **"Technical bid for “Supply of Gas related items to Bharathiar University" and “Financial Bid for supply of Gas related items to Bharathiar University"**. Both Sealed Envelopes should be kept in a main/ bigger envelope super-scribed as “**Rate Contract for Supply of Gas related items to Bharathiar University**”. The ‘’Technical Bid” will be analyzed and ‘Financial Bid’ **containing the discount percentage** of only those firms who are found eligible in ‘Technical Bid’ will be opened in due course and the eligible firms would be intimated there of accordingly.
17. Any conditional tender shall be rejected summarily.
18. Proposal for rate contract may be submitted in the prescribed format and all columns may be filled up. Incomplete proposals and tenders received after due date shall not be entertained. Bharathiar University shall not be responsible for any postal delay and delay in receipt of the offer. Any bids received by the University which does not fulfill the desired terms and conditions shall be rejected out rightly and no communication in this regard shall be sent. Delayed / Late Bids will not be accepted, at any circumstances.
19. The Manufacturers (OEMs) / principals offering for the Rate Contract may furnish the name and address of their local authorized distributor / dealer, so that the copies of orders can be endorsed to them for expeditious supply. In such cases where local dealers / stockiest has been nominated by the principal, the bills raised by them against our purchase order will be accepted.
20. Any addition and deletion of authorized dealership / distributorship shall be intimated to the undersigned immediately on authorization of a new party.
21. At any time prior to date of submission of tender, Tender Inviting Authority may, for any reason or decision, modify the terms & conditions of the tender document by a corrigendum displayed on the website of Bharathiar University, Coimbatore(<http://www.b-u.ac.in>) and Government website [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in). In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may or may not, at his discretion, extend the date and time for submission of tenders.
22. The tenderer is at liberty either himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tender should bring with him a letter of authority from the tenderer and proof of identification.
23. Printed & bound price list for 2022-23 (Both hard copy and soft copy) duly signed & certified by authorized signatory must accompany the tender. Photocopy of the price list and price list in spiral binding will not be accepted. The price list which is in CD may be downloaded and a copy may be supplied to this office duly signed and sealed by authorized signatory.
24. An undertaking may be given that the price list being furnished with the proposal will remain valid for the current rate contract irrespective of validity period.
25. Trade discount along with certificate certifying that higher discount is not given to any other Department/Organization/Institution than offered should be enclosed with Financial Bid. In case of discrepancy between unit price & total price, the unit price shall prevail.
26. The percentage of discount quoted by each firm in tenders be given both in words and figures failing which the same is liable to be rejected. Tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the tenders.
27. A Certificate to be given by the tenderer that the price list supplied is the only one in circulation.
28. In case the price list for the previous year is still valid for the entire period of rate contract for the year 2022-23 a certificate to this effect may please be furnished duly signed by the authorized signatory.
29. Authorization certificate in respect of foreign firms duly self-attested and showing validity period may be submitted.
30. Individual signing the tender or other documents connected with contract must specify whether he sign as:
31. A sole proprietor of the concern or constituted attorney of such sole proprietor;
32. A partner of the firm, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
33. The Registrar or a principal officer duly authorized by the Board of Directors of the Company, if it is a company.
34. The bids prepared by the bidder shall comprise of (1) Technical Bid and (2) Financial Bid:

Technical Bid: - To qualify in the Technical Bid the firm should have the minimum eligibility criteria as under and the firm in this regard must submit the following documents in support of their eligibility criteria: -

1. Valid registration certificate of the firm of the Govt./State Govt.
2. Duly filled format of Technical Bid
3. Copy of constitution or legal status of the bidder manufacturer / Sole proprietorship / firm / agency etc.
4. Price list of the items from the Principal
5. Manufacturer Authorization Certificate from the principal must be attached by Bidder.
6. PAN number with document.
7. GST with document
8. The bidder shall be a Manufacturer / Distributers / Suppliers / Agents.
9. Financial Status: - The average annual turnover from similar jobs, of the quoting firm should not be less than 1 crores in the last three consecutive years. Copies of profit & loss account and balance sheets duly authenticate by a Chartered Accountant for the last three years should be enclosed.
10. The technical bid should be accompanied by Demand draft of **Rs.300/- + GST 18% (Rs.354/- (non-refundable) against tender fee and Demand Draft of Rs.2,000/-** (Rupees Two Thousand only) for EMD in favour of tender document by a corrigendum displayed on the website of Bharathiar University, Coimbatore.
11. Copy of Income Tax Return Acknowledgement for last Three years.
12. Copy of PAN Card.
13. Copy of GST registration certificate.
14. Registration with Excise Department, Govt. of India. The industries situated in excise free zones will be exempted from registration provided they produce the copy of appropriate notification.
15. Details of clients where similar services are presently provided by the tenderer separately for govt. and private clients.
16. The concerned firm/company whose product has been declared as of spurious or adulterated quality and any criminal cases is filled and is pending in any court shall not be eligible to participate in the bidding process. Convicted firms/company shall also not be eligible to participate in the bid. Similarly, blacklisted / banned / debarred firms / company by any central / state govt. or its organization or autonomous bodies or central drug procurement agency is not eligible to participate in the bid.

**Financial Bid:**

1. Price Bid Form, the percentage of the discount of Price must be quoted as per format specified, failing which tender shall be summarily rejected.
2. A person signing the tender form or any document forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the person so signing had no authority to do so, Bharathiar University, Coimbatore may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
3. The tenderer should sign and affix his firm’s stamp at each page of the tender and all its annexure as the acceptance of the offer made by tenderer will be deemed as a contract and no separate formal contract will be drawn. **NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER**.
4. The award of the tender shall be made strictly in accordance with the Tamilnadu Transparency Tenders Act 1998 and Rules 2000 and no deviation will be made.
5. The Bharathiar University, Coimbatore reserve the right to accepting the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. The Bharathiar University, Coimbatore reserve the right to reject any or all tenders / quotations or all offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained.
6. Enlistment under Rate Contract with this Institute does not ensure business of any quantum, whatsoever. Any deviation from the Terms & Conditions mentioned above will imply disqualification for the firm
7. The tenderer whose tender has been accepted will be notified by the Tender Accepting authority, in writing.
8. For Successful tenderer, EMD will be converted to Security Deposit and will be retained with Bharathair University until the expiry or termination of the rate contract without interest.
9. The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non–observance of any condition of contract or for unsatisfactory performance or non–observance of any condition of the contract. Performance Security will be discharged after completion of contractor’s performance obligations under the contract.
10. In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/ job without assigning any reason thereof and nothing will be payable by Bharathiar University, Coimbatore in that event the security deposit shall also stands forfeited.
11. If any conflict or difference arises concerning this agreement, its interpretation on payment to the made there-under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an Arbitral Tribunal containing Sole Arbitrator to be appointed by The Registrar, Bharathiar University, Coimbatore. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1990 and the rule framed there under and in force shall be applicable to such proceedings.

**OTHER CONDITIONS:**

1. The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of Bharathiar University, Coimbatore, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.
2. Delivery of goods shall be made by the supplier within 30 days of placing of purchase order, however, in case of emergent requirement he has to supply the required quantity of **goods within one or two weeks** of placing of order also. In few cases the items are to be delivered at a very short notice i.e. within 24 hours.
3. Supply of material will have to be completed within 30 days or period mentioned in the purchased order. The liquidated damages charges @ 0.5% per week shall be imposed if supply made after expiry of delivery period subject to maximum 10% of the total value of goods/contract value. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.
4. The bill in triplicate may be sent to this office for settlement after satisfactorily delivery of the material. The bill should have full particulars of the items(s).
5. No payment shall be made in advance nor shall the loan from any bank or financial institutions be recommended on the basis of the order of award of work.
6. If successful tenderer fails to supply material within the stipulated delivery date or material supplied other than specification specified in tender, The Registrar, Bharathiar University, Coimbatore reserves the right to procure same or equivalent material from alternative sources at the vendor's risk, responsibility and cost. Any extra cost incurred in the procurement of the material from alternative source will be recovered from the Security Deposit / Bank Guarantee and Pending Bills and if the value of the materials under risk purchase exceeds, the amount of Security Deposit and / or Bank Guarantee and Pending Bills, the same may be recovered if necessary by due legal process.
7. The contractor shall submit the bill only after supply of the material to the satisfaction of the Bharathiar University, Coimbatore, on receipt of a pre-receipted bill invoice from the Contractor the case of issuing sanction and passing of bill for payment will be initiated. No payment will be made for goods rejected.
8. The agreement shall be deemed to have been concluded in **Coimbatore** and all obligations hereunder shall be deemed to be located at **Coimbatore** and Court within **Coimbatore** will have Jurisdiction to the exclusion of other courts.
9. The tender is initially for academic year 2022-23 and may be extended till new Rate Contract gets final, if required.
10. Bharathiar University, Coimbatore shall, however, reserve the right to terminate the contract at any time without assigning any reason.
11. The items will have to be supplied at Bharathiar University, Coimbatore. No transportation/ cartage charges will be provided for the same. The firm may supply the required items as per unit price mentioned in the price list.
12. The articles should be securely packed to avoid damages etc. in transit.
13. The Registrar, Bharathiar University, Coimbatore shall be the sole authority to cancel or amend the order, as per requirement, and also to place order for supply of item beyond office hours/holidays/place of supply for which, no additional payment shall be made.
14. In case a proposal is accepted the supplier/principal will have to sign an agreement deed with us on a non-judicial stamp of appropriate value while entering into rate contract.
15. The material shall be delivered at Bharathiar University, Coimbatore with remaining shelf-life of at least 75% of the stipulated total shelf-life from the date of manufacturing of that product.
16. Order shall be issued for tentative annual requirement on actual need basis. Bills in triplicate for the items supplied by the selected firm(s), should be raised for payment. Payment shall be released after it is ensured that the items/quantity and quality of items supplied are to the entire satisfaction of this office and accepted. If any item is found to be defective, or not of the desired quality, the same shall be replaced immediately, for which no extra payment shall be made by Bharathiar University, Coimbatore.
17. The selected tendering Firm/Agency/Company shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours on holidays. The person should be capable of taking orders and making arrangement for supply of the desired items even on short notice to Bharathiar University, Coimbatore.
18. In case the quality of goods supplied are not in conformity with the standard given in tender or the supplies are found defective at any stage these goods shall immediately will be taken back by the supplier and will be replaced with the tender quality goods, without any delay. The Registrar, Bharathiar University, Coimbatore, reserves all right to reject the goods if the same are not found in accordance with the required description / specifications and liquidates damages shall be charged.
19. Each page of the Tender Notice to be signed and stamped by the bidder in token of having accepted the same.
20. The Discount which will be offered by the manufacturer/authorized distributors on the manufacturer’s price list for the year 2022-23 may be mentioned. Firms must offer a flat discount rate on all items instead of separate discount on different items like culture media, chemicals etc.
21. Authorization letter from the manufacturer for the current financial year should be submitted along-with quotation, failing which quotation will not be considered. The rate of GST should be mentioned clearly.
22. The Bharathiar University, Coimbatore reserves the right to place an order for supply of any items mentioned in the Financial Bid or otherwise, to any other firm(s) in emergency/unavoidable situation.
23. **Special Conditions:**
24. Freight, insurance charges, if any will be borne by the supplier, Similarly shortage, pilferage in transit will be sole responsibility of the supplier and the same will be intimated to the supplier on receipt of goods by the purchaser for resupply. The defective supply will have to be replaced by the supplier within 10 days without additional freight / transport charge.
25. GST and other Govt. levies will be paid extra as applicable by the supplier.
26. Delivery of goods will be taken at the risk and cost of the supplier and on F.O.R. basis to the Institute from railway / road transport.
27. Payment of the bill will be made preferably after receipt of the goods in satisfactory condition.
28. No revision in rate (on higher side) will be accepted during contract period.
29. Order will be placed as per requirement, irrespective of value of the order.
30. Supply should be made in full against the order and shortage will be procured from other supplier on the risk and cost of the original supplier.
31. Supply should be made from the latest batch of production with maximum life period & original packing.
32. While submitting the tender document, the tenderer should sign on each page of the tender document.
33. The tenderer should enclose a signed copy of the terms & conditions stipulated for award of the contract, conveying his acceptance of the same.
34. The near relatives of employees of Bharathiar University, Coimbatore are prohibited from participation in this tender. The near relative for this purpose are defined as:
    1. Members of a Hindu undivided Family.
    2. Their spouses
    3. The one related to the other in the manner as father, son(s), Son's wife (daughter-in-law), daughter(s) and daughter's husband (sons-in-law) brother (s) and brother's wife, sister(s) and sister's husband, brother(s)-in-law.

## Inspection:

1. Bharathiar University, Coimbatore shall have the right to inspect and/or to test the goods to confirm their conformity to the Bharathiar University, Coimbatore Tender Specifications at no extra cost to the Bharathiar University, Coimbatore right to inspect, test and, where necessary, reject the Goods after the goods arrival at the final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by Bharathiar University, Coimbatore prior to the goods shipment.
2. The Registrar, Bharathiar University, Coimbatore shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.
3. No payment shall be made for rejected Stores. Rejected items must be removed by the Bidders within two (02) weeks of the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.

## The Registrar i/c.

**TENDER FORM - 1 - TECHNICAL INFORMATION AND UNDERTAKING.**

(Tenderer may use separate sheet wherever required)

|  |  |  |  |
| --- | --- | --- | --- |
| **S.No.** | **Details of the Firm / Bidder** | **Page No.** | **Remarks** |
| 1. | Name & Address of the Manufacturer/Authorized Distributor / Dealer |  |  |
| 2. | Whether the Firm is located in Coimbatore (Yes/No) |  |  |
| 3. | State clearly whether it is Sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organization |  |  |
| 4. | Details of the Earnest Money Deposit (EMD) (Yes/No) DD No.:  Dated:  Drawn on Bank:  Amount:  (Rupees… ) |  |  |
| 5. | Details of the cost of the Tender documents (Yes/No) DD No.:  Dated:  Drawn on Bank:  Amount:  (Rupees… ) |  |  |
| 6. | Copy of Registration of firm |  |  |
| 7. | Copy of GST Registration |  |  |
| 8. | Copy of PAN/TAN Card |  |  |
| 9. | Authorization certificate from the manufacturer/principal |  |  |
| 10. | Authorization certificate for Distributors/Dealer |  |  |
| 11. | Certificate for No Deviation |  |  |
| 12. | Certificate for Price Justification |  |  |
| 13. | Non Blacklisting Certificate |  |  |
| 14. | Copy of Income Tax Return for last 3 years |  |  |
| 15. | Whether each page of tender and its annexure have been signed and stamped |  |  |
| 16. | List of Major Customer may be given on a separate sheet and proof of satisfactory supply, if any |  |  |
| 17. | Drug License (If applicable on any item given in technical bid) |  |  |
| 18. | Quality Assurance Certificate (Please specify) |  |  |
| 19. | Have you previously supplied these items to any government / private organization? If yes, attach the relevant proof. (Also provide an affidavit that you have not quoted the price higher than previously supplied any government institute) |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| 20. | Proof of the last three year's turnover of the quoting firm Which should not be less than Rs. One (01) Crore only continuously for the preceding last three years |  |  |
| 21. | GST Registration No. |  |  |
| 22. | TIN No. with Proof |  |  |
| 23. | Whether copies of authenticated balance sheet for the past three years enclosed |  |  |
| 24. | Name and Mobile Number of a Key person, who can be contacted at any time. The person should be capable of  taking orders and making arrangement for supply of the desired items. |  |  |
| 25. | Any other information important in the opinion of the tenderer |  |  |

## Page number/serial number may be given to each and every page of Tender Documents and photocopies of the documents attached. Mention Page number, wherever the copy(ies) of the document(s) are kept.

* **In case of non-fulfilment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.**

(Dated Signature of the Tenderer with stamp of firm)

Date Place

**UNDERTAKING**

1. That I/we have carefully studied all the terms & conditions of tender and shall abide by it.
2. That I/We shall supply the items of requisite quality.
3. That I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.
4. That I/We undertake that sample of items will be kept ready for inspections by the **Bharathiar University, Coimbatore**. I/We shall be responsible for the cancellation of tender if samples are not up to mark.

(Dated Signature of the Tenderer with stamp of firm)

Date: Place:

# NON BLACKLISTING CERTIFICATE

*[To be submitted on letterhead]*

I/We hereby certify that the [Name of the company / firm] has not been ever blacklisted/debarred by any Central / State Government / Public Undertaking / Institute on any account.

I/We also certify that firm will be supplied the item as per the specification given by **the Registrar**, **Bharathiar University, Coimbatore** and also abide all the terms and conditions stipulated in Rate Contract.

I/We also certify that the information given in bid is true and correct in all aspects and in any case at a later date it is found that any details provided are false and incorrect, contract given to the concern firm or participation may be summarily terminated at any stage, the firm will be blacklisted and **Bharathiar University, Coimbatore** may imposed any action as per tender rules.

|  |  |
| --- | --- |
| Date :  Place : | Name :  Business Address : Signature of Bidder :  Seal of the Bidder : |
|  |  |

# CERTIFICATE OF PRICE JUSTIFICATION

[*To be given on letter head*]

**Tender No.:**

I/We, M/s.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Certify that the rates provided are our best rates and we have not given these materials to any Government Department/PSU/Institution for lesser than these rates in last one year.

SIGNATURE AND STAMP OF THE BIDDER

# CERTIFICATE OF NO DEVIATION

[*To be given on letter head*]

**Tender No.:**

I/We, M/s hereby certify that notwithstanding any contrary indication / conditions elsewhere in our offer documents, I/We have neither set any terms and conditions nor there is any deviation taken from the conditions of Bharathiar University, Coimbatore tender specification, either technical or commercial, and I/We agree to all the terms and conditions mentioned in Bharathiar University, Coimbatore tender specification with associated amendments & clarification

[*Signatures of the Bidder with Name, Designation & Company’s Seal*]

# FORMAT FOR MANUFACTURER’S AUTHORISATION

Dated:

To,

The Registrar,

Bharathiar University,

Coimbatore - 46

Reference: Tender No. , Dated: \_/ \_/ for Rate Contract for Supply of Gases and GAS related items other Laboratory Consumables.

Subject: Manufacturer’s Authorization Letter

Dear Sir,

Ref. Your Tender No , dated

We, who are proven and reputable manufacturers of (name and description of the Items offered in the Quotation) having factories at

,hereby authorize Messrs. (name and address of the agent) to submit a Quotation, process the same further and enter into a Rate Contract with you against your requirement as contained in the above referred Quotation Form for the above items manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs.

(name and address of the above agent) is authorized to submit a tender, process the same further and enter into a Rate Contract with you against your requirement as contained in the above referred Quotation Form for the above items manufactured by us.

We also hereby confirm that we would be responsible for the satisfactory execution of supply contract placed on the authorized agent.

We also confirm that the price quoted by our agent shall not exceed than that which we would have quoted directly.

Yours faithfully,

[Signature with date, name and designation]

For and on behalf of Messrs -------

[Name & address of the manufacturers]

**Note:-**

1. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
2. Original letter may be enclosed with Quotation Form during submission in the sealed cover.

# FORMAT FOR DISTRIBUTOR’S AUTHORIZATION

Dated:

To,

The Registrar,

Bharathiar University,

Coimbatore – 46.

Reference: Tender No. , Dated: / / for Rate

Contract for Supply of Gases and GAS related items.

Subject: Distributor’s Authorization Letter

Dear Sir,

With reference to above mentioned Rate Contract, we wish to inform you that our below mentioned distributor is authorized to receive orders, to make the supplies, to raise the invoices for products manufactured/marketed by [Name of Manufacturer] and collect the payments thereof on our behalf.

* 1. Name of the firm :
  2. Complete Address :
  3. Contact Person :
  4. Contact No.: :
  5. Email ID: :

You are kindly requested to place your valuable orders and to make payment directly to our authorized distributor for prompt supply.

This authorization will remain valid for whole contract period.

[*Signature with date, name and designation*]

For and on behalf of Messrs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name and address of Manufacturer]

**Note:-**

1. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
2. Original letter may be enclosed with Quotation Form during submission in the sealed

cover.

**BHARATHIAR UNIVERSITY: COIMBATORE – 641 046**

**List of Gases and other Gas related items**

**SCHEDULE**

|  |  |  |  |
| --- | --- | --- | --- |
| **S. No.** | **Name** | **Discount**  **%** | **Discount Amount Rs.** |
| 1 | Refilling of Liquid and Dry Nitrogen Gas |  |  |
| 2. | Oxygen |  |  |
| 3. | Helium |  |  |
| 4. | LPG Gas |  |  |
| 5. | LN2 |  |  |
| 6. | CO2 |  |  |
| 7. | Argon |  |  |
| 8. | Spirit |  |  |

**Note :**

Manufacturers / Dealers / Distributors may include any other Gas related items

that are not mentioned in the above list.

**Financial Bid for Gases**

**To**

The Registrar,

Bharathiar University,

Coimbatore

Sir,

I/We M/s. wish to submit our Rate Contract for supply of Gases and GAS related items at **Bharathiar University, Coimbatore** on following rates.

## Name of the Gas:

|  |  |  |  |
| --- | --- | --- | --- |
| S. No. | Brand/Make | % of discount quoted by the firm on their  printed price list | |
| In Figures | In Words |
|  |  |  |  |

I/We agree to forfeit of the earnest money if I/we fail to comply with any of the terms and conditions in whole or in part laid down in the contract form.

We have carefully read the terms and conditions of the contract and are agreed to abide by these in later and spirit.

### Note : For different brands or make please submit different price schedules. (one price

### schedule for each brand)

Date: Signature

Name & Address of the Firm \_ Telephone No. Mobile No.

**FORMAT FOR AGREEMENT**

THIS AGREEMENT made on the …………… day of …………. 2021 between The Registrar, Bharathiar University, Coimbatore – 46, (here in ‘The Purchaser’) of the one part and ………………………….. (Name of the Supplier) of ………….. (Address of the Supplier) (here in after called “the Supplier”) of the other part.

WHEREAS the Purchaser is desirous of procuring Gases and Gas related items as per the tender reference No..………………

And has accepted a bid by the Supplier for the supply of Gases and Gas related items to Bharathiar University, Coimbatore-46. The percentage of discount by the Supplier on the catalogue prices for the 2021-22 ……………………. (Percentage in words).

THE AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Tender referr3ed to, and they shall be deemed to form and be read and construed as part of this agreement.
2. The following documents shall be deemed to form, be read and construed as part of this Agreement, Viz,
3. The letter of Acceptance issued by the purchaser
4. The Notice inviting Tender
5. The Supplier’s bid including enclosures, appendixes, documents, Price Catalogues etc.
6. The Tender Document including various Terms and Conditions.
7. Any other document listed in the Tender document.
8. In consideration of the payments to be made by the Purchase to the Supplier within 45 days from the date of delivery and acceptance by concerned department / section.
9. The Annual Rate Contract shall remain valid for minimum period of ……….. from the date of award of contract

IN WITNESS whereof the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year

Signed, sealed and Delivered by the said ……………………………………….

(For the Purchaser) in the presence of ……………………..

Signature

Name and Address

Signed, sealed and Delivered by the said ……………………………………….

(For the Supplier) in the presence of ……………………..

Signature

Name and Address

**Bank details of the Tenderer for refund of EMD & for making payment in case L-1**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Name of the Beneficiary  (fill in Capital Letter)  As per Bank account |  | | | | | | | | | | | | | | | |
| Bank Account No.  (Beneficiary) |  |  | |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Name of the Bank: |  | | | | | | | | | | | | | | | |
| Name of the Branch |  | | | | | | | | | | | | | | | |
| Swift Code/BIC Code (of needed) |  | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| PAN No. |  | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Mobile No. |  | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Email ID: |  | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

Date & Seal

Name and Signature of the competent authority of the firm