

Notice Inviting Quotation (E-Publishing mode)

INDIAN INSTITUTE OF TECHNOLOGY DELHI

HAUZ KHAS, NEW DELHI-110016

Dated: 20/05/2016

Open Tender Notice No. IITD/K-S/2016/101

Indian Institute of Technology Delhi is in the process of purchasing following item(s) as per details as given as under.

Details of the item	Computer Tables (16 nos.)
Earnest Money Deposit to be submitted	NIL
Warranty	Minimum warranty 7 years, against all manufacturing defects and faulty raw materials.
Performance security	NIL

Tender Documents may be downloaded from Central Public Procurement Portal <http://eprocure.gov.in/epublish/app> . Aspiring Bidders who have not enrolled / registered in e-procurement should enroll / register before participating through the website <http://eprocure.gov.in/epublish/app> .The portal enrolment is free of cost. This is an offline tender process where bidders needs to submit physical bids at office of the indenter (Ref. Para 7 of Schedule, Next page).

Tenderers can access tender documents on the website (For searching in the NIC site, kindly go to Tender Search option and type 'IIT'. Thereafter, Click on "GO" button to view all IIT Delhi tenders). Select the appropriate tender and fill them with all relevant information and submit the completed tender document offline on the website <http://eprocure.gov.in/epublish/app> as per the schedule given in the next page.

SCHEDULE

1.	Price of Tender Document EMD Amount	NOT APPLICABLE
2.	Issue of Tender Document	20 May 2016 to 09 June 2016 (except Saturdays / Sundays and Holidays)
3.	Last date for receipt of queries	08 June 2016
4.	Date of pre bid meeting	NOT APPLICABLE
5.	Last Date and Time for receipts of Bids	Upto 16:00 Hrs. on 09 June 2016
6.	Opening of Technical Bid	10:00 Hrs. on 13 June 2016
7.	Place of Bid Submission & Opening of Bids	Dr. Kushal Shah Department of Electrical Engineering Indian Institute of Technology, Hauz Khas, New Delhi - 110016
8.	Address of Communication	Dr. Kushal Shah Department of Electrical Engineering Indian Institute of Technology, Hauz Khas, New Delhi - 110016
9.	Contact Phone Numbers	(+91)-11-2629-1102
10.	Fax Number	(+91)-11-2658-1606
11.	E-mail Address	kkshah@ee.iitd.ac.in

*Tender document can also be downloaded (from **20 May 2016 to 09 June 2016**) from IIT Delhi Website (www.iitd.ac.in/tenders).

**Department of Electrical Engineering
Indian Institute of Technology
Hauz Khas, New Delhi-110 016**

NOTICE INVITING QUOTATIONS

Dated: 20/05/2016

Subject : **Purchase of Computer Tables (16 nos)**

Invitation for Tender Offers

Indian Institute of Technology Delhi invites offline Bids (Technical bid and Commercial bid) from eligible and experienced OEM (Original Equipment Manufacturer) OR OEM Authorized Dealer for supply of computer tables (16 nos) with (warranty period as stated at page #1 of this tender) on site comprehensive warranty from the date of receipt of the material as per terms & conditions specified in the tender document, which is available on CPP Portal <http://eprocure.gov.in/epublish/app> .

TECHNICAL SPECIFICATION:

Sl.	Technical Specifications
1.	Wooden Computer Tables of size: 4'-0" x 2'-6" x 2'-6"
2.	Body made up of : 0.75" thick commercial block board, with thick outer cores (ISI marked)
3.	Lamination pasted on the block board.
4.	Teak lipping at the edges.
5.	Wooden '3 drawers unit' at the right hand side, with drawers, with lamination pasted inside them, running on 'high end' telescopic channels. Width of drawers : minimum 16", minimum depth : 18", minimum channel length : 16".
6.	'Single lock' mechanism for drawers. (All drawers getting locked 'together' from a single key slot)
7.	'Matt-finished' handles for the drawers.
8.	Shelf below. (16" - 18") for CPU, UPS etc below and cable manager on the top (for the passage of wires)
9.	'Lamination pasted' wooden shelf (9" wide) 2'-0" above the table top for books
10.	Buffers to be fixed, for easy transportation of the tables.

A complete set of tender documents* may be Download by prospective bidder free of cost from the website <http://eprocure.gov.in/epublish/app>.

Terms & Conditions Details

Sl. No.	Specification
1.	Due date: The tender has to be submitted off-line before the due date. The offers received after the due date and time will not be considered.
2.	Preparation of Bids: The offer/bid should be submitted in two bid systems (i.e.) Technical bid and financial bid. The technical bid should consist of all technical details along with commercial terms and conditions. Financial bid should indicate item wise price for the items mentioned in the technical bid.
3.	Opening of the tender: The offline bid will be opened by a committee duly constituted for this purpose. The technical bid will be opened offline first and it will be examined by a technical committee (as per specification and requirement). The financial offer/bid will be opened only for the offer/bid which technically meets all requirements as per the specification.
4.	The vendor may be asked to show us a sample of the material and a finished table of similar make before opening of financial bid.
5.	The vendor must have RTGS registration with IIT Delhi and include details of the same in the technical bid.
6.	Acceptance/ Rejection of bids: The Committee reserves the right to reject any or all offers without assigning any reason.
7.	Pre-qualification criteria: (i) Bidders should be the manufacturer / authorized dealer. (ii) Non-compliance of tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between bidder specification and supporting documents etc. may lead to rejection of the bid.
8.	Force Majeure: The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. <ul style="list-style-type: none"> • For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. • If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
9.	Risk Purchase Clause: In event of failure of supply of the item/equipment within the stipulated delivery schedule, the purchaser has all the right to purchase the item/equipment from the other source on the total risk of the supplier under risk purchase clause.
10.	Delivery and Documents: Delivery of the goods should be made within a maximum of 04 weeks from the date of placement of purchase order.
11.	Delayed delivery: If the delivery is not made within the due date for any reason, the Committee will have the right to impose penalty 1% per week and the maximum deduction is 10% of the contract value / price.
12.	Prices: The price should be quoted in net per unit (after breakup) and must include all packing and delivery charges. The offer/bid should be exclusive of taxes and duties, which will be paid by the purchaser as applicable. However the percentage of taxes & duties shall be clearly indicated.
13.	Inspection and Tests: Inspection and tests prior to shipment of Goods and at final acceptance are as

	<p>follows:</p> <ul style="list-style-type: none"> • After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications attached to the purchase order. Manufacturer's test certificate with data sheet shall be issued to this effect and submitted along with the delivery documents. The purchaser shall be present at the supplier's premises during such inspection and testing if need is felt. The location where the inspection is required to be conducted should be clearly indicated. • The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the equipment is installed at purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble free operation and ascertaining conformity with the ordered specifications and quality. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified. • In the event of the ordered item failing to pass the acceptance test, a period not exceeding one weeks will be given to rectify the defects and clear the acceptance test, failing which the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser. • Successful conduct and conclusion of the acceptance test for the installed goods and equipment shall also be the responsibility and at the cost of the Supplier.
14.	<p>Resolution of Disputes: The dispute resolution mechanism to be applied pursuant shall be as follows:</p> <ul style="list-style-type: none"> • In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director, Indian Institute of Technology (IIT) Delhi and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order. • In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. • The venue of the arbitration shall be the place from where the order is issued.
15.	<p>Applicable Law: The place of jurisdiction would be New Delhi (Delhi) INDIA.</p>
16.	<p>Right to Use Defective Goods If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.</p>
17.	<p>Supplier Integrity The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.</p>
18.	<p>In case of any mishappening/damage to equipment and supplies during the carriage of supplies from the origin of equipment to the installation site, the supplier has to replace it with new equipment/supplies immediately at his own risk. Supplier will settle his claim with the insurance</p>

	company as per his convenience. IITD will not be liable to any type of losses in any form.
19.	Incidental services: Arranging the shifting/moving of the item to their location of final installation within IITD premises at the cost of Supplier through their Indian representatives.
20.	<p>Warranty:</p> <p>(i) Warranty period shall be (as stated at page #1 of this tender) from date of installation of Goods at the IITD site of installation. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests. The warranty should be comprehensive on site.</p> <p>(ii) The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall immediately within in 02 days arrange to repair or replace the defective goods or parts thereof free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. The period for correction of defects in the warranty period is 02 days. If the supplier having been notified fails to remedy the defects within 02 days, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expenses and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.</p> <p>(iii) The warranty period should be clearly mentioned. The comprehensive warranty will commence from the date of the satisfactory installation/commissioning of the equipment against the defect of any manufacturing, workmanship and poor quality of the components.</p>
21.	Governing Language : The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.
22.	Applicable Law : The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction.
23.	<p>Notices</p> <ul style="list-style-type: none"> • Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX or email and confirmed in writing to the other party's address. • A notice shall be effective when delivered or on the notice's effective date, whichever is later.
24.	Taxes : Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser. However, VAT in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order.
25.	<p>Payment:</p> <p>i. For Indigenous supplies, 100% payment shall be made by the Purchaser against delivery, inspection, successful installation, commissioning and acceptance of the equipment at IITD in good condition and to the entire satisfaction of the Purchaser.</p> <p>ii. All the bank charges within India will be borne by the Institute and outside India will be borne by the Supplier.</p>
26.	Defective Equipment: If any of the equipment supplied by the Tenderer is found to be substandard, refurbished, un-merchantable or not in accordance with the description/specification or otherwise faulty, the committee will have the right to reject the equipment or its part. The prices of such equipment shall be refunded by the Tenderer with 18% interest if such payments

	for such equipment have already been made. All damaged or unapproved goods shall be returned at suppliers cost and risk and the incidental expenses incurred thereon shall be recovered from the supplier. Defective part in equipment, if found before installation and/or during warranty period, shall be replaced within 45 days on receipt of the intimation from this office at the cost and risk of supplier including all other charges. In case supplier fails to replace above item as per above terms & conditions, IIT Delhi may consider "Banning" the supplier.
27.	<p>Termination for Default</p> <p>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:</p> <ol style="list-style-type: none"> i. If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser; or ii If the Supplier fails to perform any other obligation(s) under the Contract. iii If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. <ul style="list-style-type: none"> • For the purpose of this Clause: <ol style="list-style-type: none"> i. “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. ii. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;” • In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.
28.	Shifting: After 1-2 years once our new Academic Block will be ready, the supplier has to shift and reinstall the instrument free of cost (if required).
29.	Disputes and Jurisdiction: Any legal disputes arising out of any breach of contract pertaining to this tender shall be settled in the court of competent jurisdiction located within New Delhi.

**<< Organization Letter Head >>
DECLARATION SHEET**

We, _____ hereby certify that all the information and data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. I have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

We further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document.

The prices quoted in the financial bids are subsidized due to academic discount given to IIT Delhi.

We, further specifically certify that our organization has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.	NAME & ADDRESS OF THE Vendor/ Manufacturer / Agent
1 Phone	
2 Fax	
3 E-mail	
4 Contact Person Name	
5 Mobile Number	
6 TIN Number	
7 PAN Number	
(In case of on-line payment of Tender Fees)	NOT APPLICABLE
8 UTR No. (For Tender Fee)	
(In case of on-line payment of EMD)	NOT APPLICABLE
9 UTR No. (For EMD)	

(Signature of the Tenderer)

Name:

Seal of the Company

Bid Submission

Offline Bid Submission:

The Offline bids (complete in all respect) must be sealed in **two** Envelops as explained below:-

Envelope – 1 (Following documents to be provided)		
Sl. No.	Documents	Content
1.	Technical Bid	Compliance Sheet as per Annexure - I
2.		Organization Declaration Sheet as per Annexure - II
3.		List of organizations/ clients where the same products have been supplied (in last two years) along with their contact number(s). (Annexure-III)
4.		Technical supporting documents in support of all claims made at Annexure-I (Annexure-IV)
Envelope – 2		
Sl. No.	TYPES	Content
1.	Financial Bid	Price (per unit and total), applicable taxes, delivery schedule and other relevant details.