

Notice Inviting Quotation (E-Procurement mode)
INDIAN INSTITUTE OF TECHNOLOGY DELHI
HAUZ KHAS, NEW DELHI-110016

Dated: 30/01/2019

Open Tender Notice No.IITD/SPS(SP-2130)/2019

Indian Institute of Technology Delhi is in the process of making "RATE Contract for furniture items with few reputed furniture manufacturing firms in India" as per details as given as under.

Details of the item	Rate Contract for supply of all types of Office Furniture's from reputed furniture manufacturers like Godrej Interio, Wipro, B. P. Ergo, Vitra, Steel Case, Herman Miller, Featherlite , Usha Shriram Enterprises Pvt. Ltd., Durian, Evok (Hindware), Bajaj, KI etc.
Earnest Money Deposit to be submitted	Rs. 2,00,000/- (Two lakhs only)
Validity of the Rate Contract and Price revision.	Initially for One year, extendable for two more years subject to satisfactory performance. On proper justification, price revision will be allowed once in a year.
Warranty	01 Year (minimum)
Performance security	For selected bidders the above EMD will be retained as performance security.

Tender Documents may be downloaded from Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app>. Aspiring Bidders who have not enrolled / registered in e-procurement should enroll / register before participating through the website <http://eprocure.gov.in/eprocure/app> . The portal enrolment is free of cost. Bidders are advised to go through instructions provided at 'Instructions for online Bid Submission '.

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 online on the website <http://eprocure.gov.in/eprocure/app> as per the schedule given in the next page.

No manual bids will be accepted. All quotation (both Technical and Financial should be submitted in the E-procurement portal).

Chairman Purchase Committee
(Buyer Member)

Schedule

Name of Organization	Indian Institute of Technology Delhi
Tender Type (Open/Limited/EOI/Auction/Single)	Open
Tender Category (Services/Goods/works)	Goods
Type/Form of Contract (Work/Supply/Auction/Service/Buy/Empanelment/ Sell)	Supply
Product Category (Civil Works/Electrical Works/Fleet Management/ Computer Systems)	Other
Source of Fund (Institute/Project)	Budget Code _PLN-04_/
Is Multi Currency Allowed	No (INR)
Date of Issue/Publishing	30/01/2019 AT (14:00 HRS)
Document Download/Sale Start Date	30/01/2019 AT (14:00 HRS)
Document Download/Sale End Date	27/02/2019 AT (15:00 HRS)
Date for Pre-Bid Conference	---
Venue of Pre-Bid Conference	---
Last Date and Time for Uploading of Bids	27/02/2019 AT (15:00 HRS)
Date and Time of Opening of Technical Bids	28/02/2019 AT (15:00 HRS)
Tender Fee	Rs. NIL (For Tender Fee)
EMD	Rs. 2,00,000/- (For EMD) (To be paid through RTGS/NEFT. IIT Delhi Bank details are as under: Name of the Bank A/C : IITD Revenue Account SBI A/C No. : 10773572622 Name of the Bank : State Bank of India, IIT Delhi, Hauz Khas, New Delhi-110016 IFSC Code : SBIN0001077 MICR Code : 110002156 Swift No. : SBININBB547 (This is mandatory that UTR Number is provided in the on-line quotation/bid. (Kindly refer to the UTR Column of the Declaration Sheet at Annexure-II)
No. of Covers (1/2/3/4)	02
Bid Validity days (180/120/90/60/30)	120 days (From last date of opening of tender)
Address for Communication	Asstt. Registrar, Stores & Purchase Section, IIT Delhi
Contact No.	011-26591726
Fax No.	011-26597131
Email Address	eprocurement@admin.iitd.ac.in ;

Instructions for Online Bid Submission:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<http://eprocure.gov.in/eprocure/app>

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>) by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their userID / password and the password of the DSC / eToken.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the

bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “on-line” to pay the tender fee / EMD as applicable and enter details of the instrument. Whenever, EMD / Tender fees is sought, bidders need to pay the tender fee and EMD separately on-line through RTGS (Refer to Schedule, Page No.2).
- 4) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

OR

In some cases Financial Bids can be submitted in PDF format as well (in lieu of BOQ).

- 5) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

General Instructions to the Bidders

- 1) The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app> . In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
- 2) Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e- token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link “Information about DSC”.
- 3) Tenderer are advised to follow the instructions provided in the ‘Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

Indian Institute of Technology
HauzKhas, New Delhi-110 016
NOTICE INVITING QUOTATIONS

Dated: 30/01/2019

Subject: Supply of all types of Office Furniture's from reputed furniture manufacturers like Godrej Interio, Wipro, B. P. Ergo, Vitra, Steel Case, Herman Miller, Featherlite , Usha Shriram Enterprises Pvt. Ltd., Durian, Evok (Hindware), Bajaj, KI etc.

Invitation for Tender Offers

Indian Institute of Technology Delhi invites online Bids (Technical bid and Commercial bid) from eligible and experienced OEM (Original Equipment Manufacturer) OR OEM Authorized Dealer for **supply, of** all types of Office Furniture's from reputed furniture manufacturers with (warranty period as stated at page #2 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/eprocure/app> (Ownership/ Dealer Certificate along with EMD to be enclosed with Bid)

TECHNICAL SPECIFICATION:

<u>srl</u>	<u>Eligibility Criteria</u>
1	The bidder should have entered into Annual Rate Contract (ARC) for the supply of complete range of office Furniture items with at least three (3) Government Departments/Educational Institute /Universities/ PSUs during last three years. Copies of the Annual Rate Contract issued by the clients must be attached.
2	Rate contract proposal will be accepted from the reputed furniture manufacturing firms/suppliers/dealers positioned in India. The firm should be Registered in India, should have a manufacturing center in India and should be in existence for minimum three years.
3	Annual Turnover of company should be more than 10 crores & above. The bidders should submit the turnover proof since last three years in terms of P&L and B/sheet statement for the period 2015-16, 2016-17 and 2017-18. (Certified copies may be attached).
4	The bidders should not have been black listed by any Government / Semi Government / Board /Corporations /Autonomous Body. An affidavit on Non-Judicial Stamp paper has to be submitted by the firm to this effect.
5	The bidders should possess following prevalent certifications related to quality & safety possessed by most of reputed brands of furniture manufacturers a) ISO9001/ISO 14001/ ISO18001, b) ISO 9001:2000 or 14001:2004/ SEFA/BIFMA/Green Guard/ OHSAS 18001 etc. (Certificates to be attached).
6	Bidders which are engaged in manufacturing of environment friendly green furniture (Certificate needs to be attached).
7	The bidders should have the capability to execute the rate contract with respect to personnel, furniture and manufacturing facilities (List of manufacturing furniture to be enclosed)
8	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 be provided. The price should inclusive of fixing and instillation cost (ready to use cost).

9	Committee may visit the manufacturing center to examine the manufacturing capacity of the firm.
10	The company must have a complete range of furniture items for such as: office furniture. Modular furniture, laboratory furniture, hostel furniture, seating products, health care furniture for Institute's Hospital, furnishing & fixtures and classroom furniture etc.
11	The bidder should be a supplier of any of the following reputed brands like Godrej Interio, Wipro, B. P. Ergo, Vitra, Steel Case, Herman Miller, Featherlite , Usha Shriram Enterprises Pvt. Ltd., Durian, Evok (Hindware), Bajaj, KI etc.

A complete set of the tender documents may be downloaded by the prospective bidder at free of cost from the website <http://eprocure.gov.in/eprocure/app>. Bidder has to make payment of requisite fees (i.e. Tender fees (if any) and EMD) online through RTGS/NEFT only.

Terms & Conditions Details

Sl.No.	Specification
1.	Due date: The tender has to be submitted on-line before the due date. The offers received after the due date and time will not be considered. No manual bids will 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 in the given format Financial Bids to be submitted in PDF format. The Technical bid and the financial bid should be submitted Online.
3.	EMD (if applicable): The tenderer should submit an EMD amount through RTGS/NEFT. The Technical Bid without EMD would be considered as UNRESPONSIVE and will not be accepted. The EMD will be refunded without any interest to the unsuccessful bidders after the award of contract. Refer to Schedule (at page 2 of this document) for its actual place of submission.
4.	Refund of EMD: The EMD will be returned to unsuccessful Tenderer only after the Tender is finalized. In case of successful Tenderer, it will be retained till the warranty period as Performance Guarantee.
5.	Opening of the tender: The online bid will be opened by a committee duly constituted for this purpose. Online bids (complete in all respect) received along with EMD (if any) will be opened as mentioned at “Annexure: Schedule” in presence of bidders representative if available. Only one representative will be allowed to participate in the tender opening. Bid received without EMD (if present) will be rejected straight way. The technical bid will be opened online 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, and will be opened in the presence of the vendor’s representatives subsequently for further evaluation. The bidders if interested may participate on the tender opening Date and Time. The bidder should produce authorization letter from their company to participate in the tender opening.
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. Letter of Authorization from original equipment manufacturer (OEM) on the same and specific to the tender should be enclosed. (ii) An undertaking from the OEM is required stating that they would facilitate the bidder on a regular basis with technology/product updates and extend support for the warranty as well. (Ref. Annexure-II) (iii) OEM should be internationally reputed Branded Company. (iv) 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. (v) In the tender, either the Indian agent on behalf of the Principal/OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. (vi) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

8.	Performance Security: The supplier shall require to submit the performance security in the form of irrevocable bank guarantee issued by any Indian Nationalized Bank for an amount which is stated at page #2 of the tender document within 21 days from the date of receipt of the purchase order and should be kept valid for a period of 60 days beyond the date of completion of warranty period.
9.	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 IIT Delhi 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 IIT Delhi in writing of such conditions and the cause thereof. Unless otherwise directed by IIT Delhi 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.
10.	Risk Purchase Clause: In event of failure of supply of the item/furniture within the stipulated delivery schedule, IIT Delhi has all the right to purchase the item/furniture from the other source on the total risk of the supplier under risk purchase clause.
11.	Packing Instructions: as per industry norms
12.	Delivery and Documents: Delivery of the goods should be made within a maximum of 4-6 weeks from the date of placement of purchase order.
13.	Delayed delivery: If the delivery is not made within the due date for any reason, the RC Committee will have the right to impose penalty of 0.5% per week and the maximum deduction is 5% of the contract value / price.
14.	Prices: The price should be quoted in net per unit (after breakup) and must include all packing and delivery charges. Bidder may quote base price of the item (without any tax). The price should inclusive of fixing and instillation cost (ready to use cost).
15.	Discount: All the items under the RC should be supplied on agreed discounted price. Even in case of supply of the items is beyond the RC, billing will be made on discounted price during the RC period. If later on any difference is found double of it will be recovered from the supplier.
16.	Notices: For the purpose of all notices, the following shall be the address of IIT Delhi Purchaser: Asstt. Registrar (SPS) Indian Institute of Technology Hauz Khas, New Delhi – 110016. Email : eprocurement@admin.iitd.ac.in ; Tele : 011-2659-1726 Fax : 011-2659-7131
17.	Progress of Supply: Wherever applicable, supplier shall regularly intimate progress of supply, in writing, to IIT Delhi.
18.	Inspection and Tests: Inspection and counting of Goods will be done at IIT Delhi. Items should be supplied in packed condition.

19.	<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 IIT Delhi 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 IIT Delhi 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.
20.	<p>Applicable Law: The place of jurisdiction would be New Delhi (Delhi) INDIA.</p>
21.	<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, IIT Delhi 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 IIT Delhi's operation.</p>
22.	<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>
23.	<p>Installation & Demonstration In case of any mis-happening/damage to supplies during the carriage of supplies from the origin of furniture to the installation site, the supplier has to replace it with new supplies immediately at his own risk. Supplier will settle his claim with the insurance company as per his convenience. IITD will not be liable to any type of losses in any form.</p>
24.	<p>Incidental services: The incidental services also include:</p> <ul style="list-style-type: none"> ● Furnishing of 1 set of detailed operations & maintenance manual. ● Arranging the shifting/moving of the item to their location of final installation within IITD premises at the cost of Supplier.
25.	<p>Warranty: (i) Warranty period shall be (as stated at page #2 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</p>

26.	<p>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) IIT Delhi 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 IIT Delhi 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, IIT Delhi 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 IIT Delhi may have against the supplier under the contract.</p> <p>(iii) The warranty period should be clearly mentioned. The maintenance charges (AMC) under different schemes after the expiry of the warranty should also be mentioned. The comprehensive warranty will commence from the date of the satisfactory installation/commissioning of the furniture against the defect of any manufacturing, workmanship and poor quality of the components.</p> <p>(iv) After the warranty period is over, Annual Maintenance Contract (AMC)/Comprehensive Maintenance Contract (CMC) up to next two years should be started. The AMC/CMC charges will not be included in computing the total cost of the equipment.</p>
27.	<p>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.</p>
28.	<p>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.</p>
29.	<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 e mail 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.
30.	<p>Taxes Suppliers shall be entirely responsible for all taxes, duties, license fees, octroy, road permits, etc., incurred until delivery of the contracted Goods to IIT Delhi.</p>
31.	<p>GST Vide Notification No.45/2017-Union Territory Tax (Rate) and 47/2017- Integrated Tax Rate dated 14.11.2017 issued by the GoI Ministry of Finance, Department of Revenue towards exemption of GST, IIT Delhi is eligible to get concessional GST (i.e. 5% in all cases) for the selective items which are supposed to be used in research activities of the Institute. If applicable, necessary Concessional GST Certificate will be provided for which following information are required.</p> <ol style="list-style-type: none"> a) Quotation with details of Basic Price, Rate, & Amount on which GST is applicable b) Supply Order Copy c) Performa-Invoice Copy.
32.	<p>Payment: For Indigenous supplies, 100% payment shall be made by IIT Delhi against delivery, inspection, successful installation, commissioning and acceptance of the furniture at IITD in good condition and to the entire satisfaction of IIT Delhi and on production of unconditional performance bank guarantee as specified in Clause 9 of tender terms and conditions.</p>

33.	User list: Brochure detailing technical specifications and performance, list of industrial and educational establishments where the items enquired have been supplied must be provided. (Ref. Annexure-III)
34.	<p>Manuals and Drawings</p> <p>(i) Before the goods and furniture are taken over by IIT Delhi, the Supplier shall supply operation and maintenance manuals. These shall be in such details as will enable IIT Delhi to operate, maintain, adjust and repair all parts of the works as stated in the specifications.</p> <p>(ii) The Manuals shall be in the ruling language (English) in such form and numbers as stated in the contract.</p> <p>(iii) Unless and otherwise agreed, the goods furniture shall not be considered to be completed for the purposes of taking over until such manuals and drawing have been supplied to IIT Delhi.</p>
35.	Application Specialist: The bidder should mention in the Techno-Commercial bid the availability and names of Application Specialist and Service Engineers in the nearest regional office. (Ref. to Annexure-III)
36.	<p>Spare Parts</p> <p>The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> ii. Such spare parts as IIT Delhi may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and iii. In the event of termination of production of the spare parts: iv. Advance notification to IIT Delhi of the pending termination, in sufficient time to permit IIT Delhi to procure needed requirements; and v. Following such termination, furnishing at no cost to IIT Delhi, the blueprints, drawings and specifications of the spare parts, if requested. <p>Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.</p>
37.	Defective supply: If any of the furniture 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 furniture or its part. The prices of such furniture shall be refunded by the Tenderer with 18% interest if such payments for such furniture 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 30 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.
38.	<p>Termination for Default</p> <p>IIT Delhi 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> <ul 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 IIT Delhi; or ii If the Supplier fails to perform any other obligation(s) under the Contract. iii If the Supplier, in the judgment of IIT Delhi 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: <ul style="list-style-type: none"> i. “Corrupt practice” means the offering, giving, receiving or soliciting of anything of

39.	<p>value to influence the action of a public official in the procurement process or in contract execution.</p> <p>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, and billing at higher price;”</p> <ul style="list-style-type: none"> ● In the event IIT Delhi terminates the Contract in whole or in part, IIT Delhi 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 IIT Delhi 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.
40.	<p>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.</p>
41.	<p>Compliance certificate: This certificate must be provided indicating conformity to the technical specifications. (Annexure-I)</p>
42.	<p>Periodic Review: The RC committee of IIT Delhi will perform periodic review of this Rate Contract. Feedback of the faculty members will be obtained periodically. The extension of the Rate Contract between IIT Delhi and the RC vendor will be solely dependent upon the performance of the RC supplier.</p>
43.	<p>IIT Delhi reserves the right to include more than one party in the Rate Contract.</p>
44.	<p>FALL CLAUSE:</p> <p>(i) The price charged for the item supplied under the Rate contract by the RC supplier / vendor shall in no event exceed the lowest price at which the RC supplier sells the item or offers to sell item of identical description to any persons/organisations including IIT Delhi or any Department of the Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government, as the case may be during the period till performance of all Supply Orders placed during the currency of the rate contract is completed.</p> <p>(ii) If at any time, during the said period the RC supplier reduces the sale price, sells or offers to sell such stores to any person/organisation including IIT Delhi or any Department of Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to IIT Delhi and price payable under the Rate contract for the items supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.</p> <p>The RC supplier / vendor shall furnish the following certificate along with each bill for payment for supplies made against the Rate Contract:</p> <p style="text-align: center;"><i>I/We certify that there has been no reduction in sale price of the items under the Rate Contract of description identical to the items supplied to the Government under the contract herein and such items have not been offered/sold by me/us to any</i></p>

45.	<i>person/ organisation, including IIT Delhi or any Department of Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the R/C at a price lower than the price charged to the Government under the contract</i>		
46.	IIT Delhi as well as the selected RC supplier may withdraw (with sufficient justifications, acceptable to each one) the rate contract by serving 30 days Notice period to each other.		
47.	In case of emergency or when special need arises, IIT Delhi may purchase the same item through ad hoc contract with a new supplier.		
48.	IIT Delhi is entitled to place supply orders upto the last day of the validity of the rate contract and, though supplies against such supply orders will be effected beyond the validity period of the rate contract, all such supplies will be guided by the terms & conditions of the rate contract.		
49.	IIT Delhi will not guarantee any specific business volume or business amount to any RC supplier.		
50.	Evaluation Criteria		
	<u>Parameter</u>	<u>Evaluation Criteria</u>	<u>Maximum Marks</u>
	1) The Firm should have existing Annual Rate Contract (ARC) for the supply of Furniture items with at least three (3) Government Departments/PSU/Educational Institute /Universities. Copies of the Annual Rate Contract issued by the clients must be enclosed.	Two Marks for each RC upto a maximum of 10 marks	10
	2) Annual Turnover of company should be more than 10 crores & above. The bidders should submit the turnover proof since last three years. Balance Sheet and P/Loss statement for the year 2012-13, 2013-14, 2014-15 to be attached	1)Annual Turnover =10Cr, 5 marks, additional 1 mark each for increase in turnover by 10Cr up-to maximum of 10 marks	10
	3) The firms should possess following prevalent certifications related to quality & safety possessed by most of reputed brands of furniture manufacturers as per the list mentioned at page #1		
	i) ISO 9001	Yes/No	5
	ii) ISO 14001	Yes/No	5
	iii) BIFMA	Yes/No	5
	iv) Green-guard	Yes/No	5
	v) ISO 18001	Yes/No	5
	vi) ISO 50001	Yes/No	5
	4) The bidders should not have been black listed by any Government / Semi Government / Board /Corporations /Autonomous Body. An affidavit on Non Judicial Stamp paper has to be submitted by the firm to this effect.	Yes/No	5
	5) Firm should not have incurred loss in last 3 years. P&L statement to be attached	Yes/No	10
	6) Firm should have a service center in Delhi/ NCR. Proof to be attached	Yes/No	5

	7) The bidders should have the capability to execute the rate contract with respect to furniture and manufacturing facilities (List of Plant and Machinery to be enclosed). IIT Delhi reserves the right to visit bidders factory if required.	As per list	10
	8) The bidders should have a Standard Price List of all the products applicable throughout the country.	Yes/No	5
	9) The firm should submit a "Solvency Certificate" from a Bank worth Rs. 50,00,000/- (fifty lakhs).	Yes/No	10
	10) Firm should have complete range of furniture items, Tables, Chairs, Storages, Modular Furniture, Lab furniture, Hospital furniture, Public seating	Yes/No	5

Bidders will be evaluated finally on the basis of above evaluation table. Bidders who will technically qualify will only be evaluated based on the above table. Minimum marks to qualify technically is 50 out of 100. However, the committee may raise the above criteria in order to restrict the number of RC suppliers.

Finally, RC vendors will be ranked based on total score obtained by them (in all above items from serial number 1 to 10). Total number of RC furniture vendors to be shortlisted will be decided by the Director, IIT Delhi.

COMPLIANCE SHEET

TECHNICAL SPECIFICATION

srl	<u>Eligibility Criteria</u>	Compliance (Y/N)
1	We entered into Annual Rate Contract (ARC) for the supply of Furniture items with at least three (3) Government Departments/ Educational Institute /Universities/ PSUs during last three years. Copies of the Annual Rate Contract issued by the clients is be enclosed. Total number of RC details are attached at Annexure III.	
2	Our firm is Registered in India, and we have a manufacturing center in India and we are in existence for minimum three years.	
3	Our Turnover is more than 10 crores & above. The turnover proof since last three years is attached (P&L and B/Sheet for the year 2015-16, 2016-17 and 2017-18). We have not incurred loss in last three financial years.	
5	We have not been black listed by any Government / Semi Government / Board /Corporations/ PSU /Autonomous Body. We have submitted an affidavit on Non Judicial Stamp paper to this effect.	
6	We possess following certifications related to quality & safety possessed by most of reputed brands of furniture manufacturers e.g. (please tick against each certification) a) ISO 9001 b) ISO 14001 c) ISO18001 d) ISO 9001:2000 e) ISO 14001:2004 f) SEFA g) BIFMA h) Green Guard i) OHSAS 18001 etc. (Certificates to be attached).	
7	We are engaged in manufacturing of environment friendly green furniture (Certificate is attached).	
8	We have the capability to execute the rate contract with respect to all kind of office furniture of reputed brands as per list given at page 1. The digital prospectus is attached.	
9	We have a Standard Price List of all the products applicable throughout the country.	
10	We have attached the "Solvency Certificate" from a Bank worth Rupees fifty lakhs.	
11	We have no objection if the RC Committee visit our manufacturing plant in India to examine the manufacturing capacity of our firm. We also have a service center in Delhi/ NCR.	
12	We offer complete range of furniture items for as per the need of an academic institute such as: office furniture. Modular furniture, laboratory furniture, hostel furniture, seating products, health care furniture for the Institute's Hospital, furnishing & fixtures and classroom furniture etc.	

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

Signature of Bidder

(Seal)

**<< 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.

This is certified that our organization has been authorized (Copy attached) by the OEM to participate in Tender. We further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, OEM has agreed to support on regular basis with technology / product updates and extend support for the warranty.

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. Discount offered (in %) on catalog price	
2. Contact Person Name	
3. Mobile Number	
4. Phone	
5. E-mail	
6. GST Number	
7. PAN Number	
8. Actual address (with contact person's name) of the manufacturing office in India (for inspection)	
9. UTR No. (For EMD) with Date (In case of on-line payment of EMD. Copy of the same may also be attached.)	

(Signature of the Tenderer)

Name: Seal of the Company

Bid Submission

Online Bid Submission:

The Online bids (complete in all respect) must be uploaded online in **Two** Envelops as explained below:-

Envelope – 1 (Following documents to be provided as single PDF file)			
Sl. No.	Documents	Content	File Types
1.	Technical Bid	Compliance Sheet as per Annexure - I	.PDF
2.		Organization Declaration Sheet as per Annexure - II	.PDF
3.		List of organizations/ clients where the same products have been supplied (in last two years) along with their contact number(s). (Annexure-III)	.PDF
4.		Technical supporting documents in support of all claims made at Annexure-I (Annexure-IV)	.PDF
Envelope – 2			
Sl. No.	TYPES	Content	
1.	Financial Bid	Price bid should be submitted in PDF format.	.PDF

Indian Institute of Technology Delhi
Hauz Khas, New Delhi-110016

Date: XX/XX/XX

Subject: Purchase of All Types of Office Furniture

S.NO.	Description of Item	Catalog discount offered in percentage (Special Discount for Educational Institute i.e. IIT)	Applicable rate of GST
	Office furniture as per catalog		