Notice Inviting Quotation (E-Publishing mode)

INDIAN INSTITUTE OF TECHNOLOGY DELHI

HAUZ KHAS, NEW DELHI-110016

Dated: 17/05/2019

Open Tender Notice No.IITD/SPS(SP-11579)/2019

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	Rate Contract for supply of all types of office and laboratory furniture 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, Jalaram, KI etc.
Earnest Money Deposit to be submitted	**Rs.** 2,00,000/- (Two lakhs only)
Warranty	01 Year (minimum)
Performance security	For selected bidders the above EMD will be retained as performance security.
Validity of the Rate Contract and Price Revision.	Initially for one year, extendable for two more years subject to satisfactory performance. On the basis of proper justification by the vendor(s), price may be revised once in a year.

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 (If applicable)	Rs.<____> (Rupees _____ only) Rs. <2,00,000> (Rupees Two lakhs only) (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 offline quotation/bid. (Kindly refer to the UTR Column of the Declaration Sheet at Annexure-II)
2.	Issue of Tender Document	**<17/05/2019>** to **<07/06/2019>** (except Saturdays / Sundays and Holidays)
3.	Last date for receipt of queries	**07/06/2019**
4.	Date of pre bid meeting **<optional>**	**N/A**
5.	Last Date and Time for receipts of Bids	Upto Hrs. on **<07/06/2019** at 15:00 Hrs>
6.	Opening of Technical Bid	**10/06/2019 at** 15:30 Hrs
7.	Place of Bid Submission & Opening of Bids	**Store & Purchase Section** Indian Institute of Technology, Hauz Khas, New Delhi - 110016
8.	Address of Communication	Assistant Registrar Store & Purchase Section Indian Institute of Technology, Hauz Khas, New Delhi - 110016
9.	Contact Phone Numbers	011-26591726/7154
11.	E-mail Address	dr.stores@admin.iitd.ac.in, a26896@admin.iitd.ac.in

*Tender document can also be downloaded (from **<17/05/2019>** to **<07/06/2019>**) from IIT Delhi Website (www.iitd.ac.in/tenders).

Stores & Purchase Section
Indian Institute of Technology
Hauz Khas, New Delhi-110 016
NOTICE INVITING QUOTATIONS

Dated: 17/05/2019

Subject : **Purchase of Rate Contract for supply of all types of office and laboratory furniture 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, Jalaram, KI etc.**

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, installation & integration of Rate Contract for supply of all types of office and laboratory furniture 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, Jalaram, KI etc.**> 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: Evaluation Criteria

Parameter	Evaluation Criteria	Maximum Marks
1) The Firm must have at least one (01) running Annual Rate Contract (ARC) for the supply of Furniture with any Government Departments/PSU/Educational Institute /Universities. Copies of the Annual Rate Contract issued by the clients must be enclosed.	5 marks for each additional RC Up to a maximum of 15 Marks	15
2) Annual Turnover of company should be more than 10 crores. The bidders should submit the turnover proof for the last three years. Audited Balance Sheet and P&L statement for the year 2015-16, 2016-17, 2017-18 to be attached	Turnover for each FY 10 – 15 Cr. 3 marks 15 – 20 Cr. 5 marks 20 Cr. and above 6 marks	14
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	2
ii) ISO 14001	Yes/No	2
iii) BIFMA	Yes/No	2
iv) Green-guard	Yes/No	2
v) ISO 18001	Yes/No	2
vi) ISO 50001	Yes/No	2
vii) SEFA	Yes/No	2
4) The firm should submit a "Solvency Certificate" from a Bank worth Rs. 50,00,000/- (fifty lakhs).	Yes/No	4
5) GeM Registration	Yes/No	3

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 60% i.e. 30 out of 50. 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 5). Total number of RC furniture vendors to be shortlisted will be decided by the Director, IIT Delhi

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.	**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 1 of this document) for its actual place of submission.
4.	**Refund of EMD**: The EMD will be returned to unsuccessful Tenderer only after the Tenders are finalized. In case of successful Tenderer, it will be retained till the successful and complete installation of the equipment.
5.	**Opening of the tender**: The offline bid will be opened by a committee duly constituted for this purpose. Offline bids (complete in all respect) received along with UTR info of EMD fund transfer (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 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, 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 Nationally/Internationally reputed 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 #1 of the tender document within 21 days from the date of receipt of the purchase order/LC 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. • 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.
10.	**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.
11.	**Packing Instructions**: Each package will be marked on three sides with proper paint/indelible ink, the following: i. Item Nomenclature ii. Order/Contract No. iii. Country of Origin of Goods iv. Supplier's Name and Address v. Consignee details vi. Packing list reference number
12.	**Delivery and Documents:** Delivery of the goods should be made within a maximum of 04 to 06 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 Committee will have the right to impose penalty 1% per week and the maximum deduction is 10% 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.	**Progress of Supply**: Wherever applicable, supplier shall regularly intimate progress of supply, in writing, to the Purchaser.
16.	**Inspection and Tests:** Inspection and tests prior to shipment of Goods and at final acceptance are as follows: • 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 supplier shall inform the purchaser about the site preparation, if any, needed for installation of the goods at the purchaser's site at the time of submission of order acceptance. • 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.
17.	**Resolution of Disputes**: The dispute resolution mechanism to be applied pursuant shall be as follows: • 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.
18.	**Applicable Law:** The place of jurisdiction would be New Delhi (Delhi) INDIA.
19.	**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.
20.	**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.
21.	**Training** The Supplier is required to provide training to the designated Purchaser's technical and end user personnel to enable them to effectively operate the total equipment.
22.	**Installation & Demonstration** The supplier is required to done the installation and demonstration of the equipment within one month of the arrival of materials at the IITD site of installation, otherwise the penalty clause will be the same as per the supply of materials. 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 company as per his convenience. IITD will not be liable to any type of losses in any form.
23.	**Insurance:** For delivery of goods at the purchaser's premises, the insurance shall be obtained by the supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes. The insurance shall be valid for a period of not less than 3 months after installation and commissioning. **In case of orders placed on FOB/FCA basis, the purchaser shall arrange Insurance. If orders placed on CIF/CIP basis, the insurance should be up to IIT Delhi.**
24.	**Incidental services:** The incidental services also include: • Furnishing of 01 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 through their Indian representatives.
25.	**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 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. (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. (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 equipment against the defect of any manufacturing, workmanship and poor quality of the components. (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.
26.	**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.
27.	**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.
28.	**Notices** • Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing 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.
29.	**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.
30.	**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. a) Quotation with details of Basic Price, Rate, & Amount on which GST is applicable b) Supply Order Copy Performa-Invoice Copy.
31.	**Duties** IIT Delhi is exempted from paying custom duty under notification No.51/96 (partially or full) and necessary "Custom Duty Exemption Certificate" can be issued after providing following information and Custom Duty Exemption Certificate will be issued to the shipment in the name of the Institute, no certificate will be issued to third party: a) Shipping details i.e. Master Airway Bill No. and House Airway No. (if exists) b) Forwarder details i.e. Name, Contact No., etc. IIT Delhi is exempted from paying Excise Duty and necessary Excise Duty Exemption Certificate will be provided for which following information are required. b) Quotation with details of Basic Price, Rate, Tax & Amount on which ED is applicable c) Supply Order Copy d) Proforma-Invoice Copy.
32.	**Payment**: For Indigenous supplies, 100% payment shall be made by IIT Delhi within 30 days 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 terms and conditions of the tender document.
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.	**Manuals and Drawings** (i) Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications. (ii) The Manuals shall be in the ruling language (English) in such form and numbers as stated in the contract. (iii) Unless and otherwise agreed, the goods equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawing have been supplied to the Purchaser.
35.	**Application Specialist**: The Tenderer 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.	**Site Preparation**: The supplier shall inform to the Institute about the site preparation, if any, needed for

	the installation of equipment, immediately after the receipt of the purchase order. The supplier must provide complete details regarding space and all the other infrastructural requirements needed for the equipment, which the Institute should arrange before the arrival of the equipment to ensure its timely installation and smooth operation thereafter. The supplier shall visit the Institute and see the site where the equipment is to be installed and may offer his advice and render assistance to the Institute in the preparation of the site and other pre-installation requirements.
37.	**Spare Parts** 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: ii. Such spare parts as the Purchaser 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 the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and v. Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested. 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.
38.	**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 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.
39.	**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.
40.	IIT Delhi reserves the right to include more than one party in the Rate Contract.
41.	FALL CLAUSE: (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. (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. The RC supplier / vendor shall furnish the following certificate along with each bill for payment for supplies made against the Rate Contract: ***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 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.
42.	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.
43.	In case of emergency or when special need arises, IIT Delhi may purchase the same item through ad hoc contract with a new supplier.
44.	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.
45.	IIT Delhi will not guarantee any specific business volume or business amount to any RC supplier.
46.	**Termination for Default** 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: 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. • For the purpose of this Clause: 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.
47.	**Downtime:** During the warranty period not more than 5% downtime will be permissible. For every day exceeding permissible downtime, penalty of 1/365 of the 5% FOB value will be imposed. Downtime will be counted from the date and time of the filing of complaint with in the business hours.
48.	**Training of Personnel:** The supplier shall be required to undertake to provide the technical training to the personnel involved in the use of the equipment at the Institute premises, immediately after completing the installation of the equipment for a minimum period of one week at the supplier's cost.
49.	**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.
50.	**Compliancy certificate**: This certificate must be provided indicating conformity to the technical specifications. (Annexure-I)

ANNEXURE-I

COMPLIANCE SHEET

TECHNICAL SPECIFICATION

S.No.	Eligibility Criteria	Compliance (Y/N)
1	We entered into Annual Rate Contract (ARC) for the supply of Furniture items with at least one (1) Government Departments/ Educational Institute /Universities/ PSUs. Copies of the Annual Rate Contract during last three years 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. Documents for 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 50001 e) SEFA f) BIFMA g) Green Guard etc. (Certificates to be attached). h) GeM Registration	
7	We are engaged in manufacturing of environment friendly green furniture. If applicable, Certificate is to be 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

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____

ANNEXURE-II

<< 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 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) 8 UTR No. (For Tender Fee)	
(In case of on-line payment of EMD) 9 UTR No. (For EMD)	

(Signature of the Tenderer)

Name:

Seal of the Company

Annexure-III

List of Govt. Organization/Deptt.

List of Government Organizations for whom the Bidder has undertaken such work during last three years (must be supported with work orders)		
Name of the organization	**Name of Contact Person**	**Contact No.**

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

Signature of Bidder

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____

Annexure-IV

Financial Bid

Date: XX/XX/XX

Subject: Purchase of All Types of Office and Laboratory Furniture

S.NO.	Description of Item	Discount in percentage across the list of items (Catalog Discount)	Applicable rate of GST
	Office furniture as per catalog		

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 as single PDF file)		
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.
Envelope – 2		
Sl. No.	TYPES	Content
1.	Financial Bid	Price bid should be submitted in sealed envelope Annexure - IV