



STORE & PURCHASE

NETAJI SUBHAS INSTITUTE OF TECHNOLOGY
(Affiliated to University of Delhi)
An Autonomous Institute of Govt. of NCT of Delhi
Azad Hind Fauj Marg, Sector-3, Dwarka, New Delhi-110078
Phone No.+91-11-25099058, Fax No. +91-11-25099022
Website: <http://www.nsit.ac.in>

E-Tender Notice

Tender ID: 2017_NSIT_122134_1

Tender Enquiry No. : 193(30)/13-14/Pur/NSIT
Dated : 19/01/2017
Due Date For Submission : 03/02/2017

Online tenders are invited under Two-Bid systems (Technical & Financial Bid) through e-Procurement from the reputed DVAT registered manufacturers or their authorized dealers/channel partners fulfilling the eligibility criteria to supply the following GOODS at NSIT premises:

Name of Goods	Supply of Laptop (Branded)
Estimated Cost of the Tender	Rs.24,60,000/-
Earnest Money Deposit (EMD)	Rs.50,000/- (Refundable)
Date of Release of Tender	19/01/2017.at 5.00PM
Last date and time for online submission/ uploading of bids	03/02/2017 at 5.00PM
Date and time for opening of Technical bids	04/02/2017 at 11.00AM
Date and time for opening of Financial bids of the technically qualified bidders	It will be announced on the above portal after evaluation of technical bids.

Note: To participate in E-tendering process, the bidder has to register with Delhi Govt. portal at <http://govtprocurement.delhi.gov.in>.

Sd/-
Officer-in-charge (Store & Purchase)
Netaji Subhas Institute of Technology,

Eligibility Criteria:

1. The Bidder must be registered as a dealer under Delhi Value Added Tax Act, 2004.
2. The bidder must be either a manufacturer of branded laptop or an authorized dealer of such branded laptops.
3. The average turnover of the bidder over last 3 financial years i.e 2013-14, 2014-15 and 2015-16 must not be less than Rs.50Lacs.
4. The bidder must have successfully completed the similar contracts **during last 7 years ending 31.12.2016** of the following value:
 - a. **Three similar completed contracts costing not less than an amount equal to 40% of the estimated cost; or**
 - b. **Two similar completed contracts costing not less than an amount equal to 50% of the estimated cost; or**
 - c. **One similar completed contract costing not less than an amount equal to 80% of the estimated cost.**

Similar Contracts means the contract for supply and installation of desktop computers/laptops in any Central Government or State Government departments or Central/State Autonomous Bodies or Public Sector Undertakings.

5. If the bidder is an Indian Manufacturer or an authorized dealer of an Indian Manufacturer, then, the bidder shall upload a copy of Excise Registration Certificate of the Manufacturer under Central Excise Act, 1944.
6. If the bidder is an agent of a foreign principal and quotes the rate directly on behalf of his foreign principals, then, upload the copy of registration with Central Purchase Organization (e.g. DGS&D) under Rule-143 of GFR-2005.

Earnest Money Deposit:

EMD must be submitted through ECS/RTGS/NEFT mode only. This amount shall be refunded in the event of rejection of the bid or alternatively adjusted in respect of successful bidder as part of Performance Guarantee. **Bank details for Submission of EMD through RTGS/NEFT:**

NSIT EMD A/C No. : 133010029900005
Name of the NSIT Bank : Andhra Bank
IFSC Code : ANDB0001330
RTGS Code : 110011034
**Bank Address : NSIT Branch, NSIT Campus, Sector-3,
Dwarka, New Delhi 110078**
Bank Code : 1330
**RTGS Timing : 10:00 AM to 4:00 PM (Monday to Friday)
10:00 AM to 1:00 PM (Saturday)**
**NEFT Timing : 10:00 AM to 6:00 PM (Monday to Friday)
10:00 AM to 12:30 PM (Saturday)**

In case of RTGS/NEFT mode of payment, Bidders must mention their details in the format given below:

Details of Bidder (Applicant)	
Account No.	
Name	<NIT No.> <Name of Goods> <Closing date & time of Tender> <Bidder's Name>
Address	<Bidder's Address>

Bidder must upload the scanned copy of RTGS/NEFT Customer Payment Confirmation along with the Bid & Date of payment (RTGS/NEFT date), before the date and time of closing of the bids clearly visible form failing which tender shall be treated as cancelled.

DOCUMENTS OF TECHNICAL & FINANCIAL BID

A. E- Technical Bid must contain the following Documents which are to be uploaded on e-portal as part of Technical Bid:

1. Scanned Copy of Earnest Money Deposit (EMD) receipt for an amount Rs.50,000/- deposited only through Electronic Funds Transfer (EFT) mode i.e. ECS/RTGS/NEFT
2. Scanned Copy of DVAT Registration (TIN) of the bidder.
3. Scanned Copy of Pan Card of the bidder.
4. Scanned Copy of DVAT return (Form DVAT-56) for the quarter July 2016-September 2016.
5. Scanned Copy of Authorization Certificate issued by the OEM in case the bidder is not the manufacturer of the goods to be supplied.
6. Scanned Copy of Financial Statements (Balance Sheet and Statement of Profit and Loss) duly attested by Chartered Accountant for the Financial Years 2013-14, 2014-15 and 2015-16 must not be less than 50lacs.
7. Scanned Copy of ITR for Assessment Year 2014-15, 2015-16 and 2016-17.
8. Scanned Copy of Technical Specifications, Make and Model of the goods which the bidder proposes to supply.
9. Scanned Copy of duly signed General Terms and Conditions of Tender Document.
10. Scanned Copy of the successful completion certificate for similar contract issued by concerned user department categorically specifying the following **during last 7 years ending 31.12.2016** :
 - a. Name of the Department.
 - b. Date of completion of supply of Computers /Laptops.
 - c. Amount of supply against each order.
 - d. Whether contract completed satisfactorily or not.
11. Scanned copy of registration with Central Purchase Organization (e.g. DGS&D) under Rule-143 of GFR-2005, if the bidder is an agent of a foreign principal and quotes the rate directly on behalf of his foreign principals.
12. Scanned Copy of bank details of the bidder for release of payment through ECS/RTGS/NEFT etc.
13. Scanned Copy of Authorized Representative of Bidder:
 - (i). Name:.....
 - (ii). Designation:.....

- (iii). Telephone No.:.....
 - (a). Landline No.....
 - (b). Mobile No.....
- (iv). E-mail Id:

B. Financial Bid will contain only BOQ in the prescribed format.

GENERAL TERMS & CONDITIONS

1. The Bidders shall quote rates in Indian currency **only for branded laptops**. The Bidder must be registered as a dealer under Delhi Value Added Tax Act, 2004.
2. In the event of specified date of opening of tender is declared a holiday, the tender shall be opened at the same place and same time on the next working day.
3. NSIT Authority does not bind itself to accept the lowest or any bid at all.
4. The vendors must quote for only one brand/make of the laptop.
5. Incomplete or wrong information will disqualify the tender.
6. The tender shall be valid at least for 120 days from the date of opening of the Technical Bids.
7. Revision of rates is not allowed after the bids have been opened.
8. NSIT Authority reserves the right to reject any or all tenders without assigning any reason at any stage and its decision will be final in all cases in respect of acceptance/rejection or any other action to be taken.
9. NSIT Authority also reserves the right to place the Purchase Order for the increase/decreased quantity than what is specified in the tender.
10. **The standard configurations / specifications have been given in the nomenclature of item in BOQ. The bidder needs to provide the detailed specifications alongwith make and model of the goods which he proposes to supply. In case, the configurations / specifications offered by the bidder are found to be inferior to the configurations / specifications prescribed in the nomenclature, then, the tender of such bidder shall be rejected out rightly.**

11. Award of Contract:

The Technical Bids shall be decided strictly as per eligibility criteria and the technical specifications specified in the description of item. The contract shall be awarded to the lowest bidder from amongst the Technically Qualified bidders. In case, the specifications of any bidder are found to be superior to the specifications provided in the description of the item, the contract shall be awarded to the Technically Qualified bidder who has quoted the lowest rates.

12. Scope of Work:

The supply shall be treated as completed only after successful installation of the laptops to be done by the vendors at different locations and floors at Netaji Subhas Institute of Technology, at Sector-3, Dwarka, New Delhi-110078. The specifications given in this tender document cover main requirement. All other components, software's, manuals, those which come bundled with should be automatically provided by the vendor. The vendor must provide all the cables and accessories for making the system fully functional.

13. Performance Guarantee:

The successful bidder shall be required to furnish a Performance Guarantee in the form of Fixed Deposit Receipt/Bank Guarantee issued from any scheduled bank in favour of the Director NSIT @ 10% of contract value within 15 days from the date of issue of letter of intent. The Performance Guarantee shall be valid till the period of one year from the date of completion of contract.

The Supply Order shall be issued by NSIT within 7 days from the date of receipt of Performance Guarantee. The Performance Guarantee will be released after successful completion of one year from the date of completion of contract.

If the vendor selected for the award of contract refuses to execute the Purchase Order or fails to deposit the Performance Guarantee within 15 days from the date of issue of Letter of Intent, NSIT shall forfeit his Earnest Money Deposit and the vendor shall be blacklisted from participation in tenders in NSIT for next 5 years.

14. **Time Allowed:** The supply including installation shall be completed within **1 month** from the date of Supply Order.

15. The goods shall be strictly as per the nomenclature & specifications of the contract.

16. The rates shall be inclusive of excise duty, DVAT, service tax, cartage, loading, unloading etc. all complete. Nothing extra shall be paid on any account.

17. Destination: The goods shall be delivered at NSIT premises on the different locations & floors.

18. Payment shall be made within 30 days through ECS after the successful installation and commissioning of the laptops by the supplier at its own cost.

19. **Inspection:** Pre dispatch inspection to be conducted by NSIT shall be arranged by the supplier before making the supply of laptops. During this inspection, the supplier shall demonstrate overall power consumption of whole machine/ system and for the individual components firm shall produce data sheet of the OEMs as an evidence. Any expenditure on account of the testing shall be borne by the supplier.

20. **Consignee: OIC (S&P), NSIT, Sector-3, Dwarka, New Delhi-78**

21. Any damage to the items during transportation/delivery/ installation shall be solely on the contractors account.

22. Supplier will not be relieved from any liability related to warrantee/guarantee or any obligation under the contract.

23. **Schedule of Payment:**

All the payments to the contractor shall be made invariably through Electronic Fund Transfer (ECS/RTGS/NEFT) into their designated bank accounts. Therefore, the successful bidder shall be required to provide the bank details for this purpose.

24. **Warranty/Guarantee:**

The laptops shall be under on site warranty for three years or more from the date of installation. The bidder will be fully responsible for all operations including service and support during the warranty period. The vendor will ensure the availability of spares for the period of warranty.

25. Service Support: The complaints, during the warranty period of three years, registered by user must be attended latest within two working days. Any delay beyond that will attract a penalty @ Rs. 500 for each per day for each such instance. The service engineer deputed for calls/ complaints must be qualified and competent enough to diagnose the fault and rectify it.

26. Liquidated damages:

In case the vendor fails to complete the work within the stipulated period of 1 month NSIT, without prejudice to any other right or remedy available, may recover from the concerned vendor a sum ascertained as liquidated damages @ 0.5% of the contract value per week or part thereof of delay. The maximum amount of liquidated damages on account of delay cannot exceed 10% of the contract value.

However, if the Contractor fails to complete the supply even within 10 weeks from the completion of stipulated period of 1 month, then in such case, NSIT reserves the right to rescind the contract and forfeit the Performance Guarantee absolutely. Besides this, the contractor shall be black listed from participation in the tenders at NSIT for next 5 years.

27. Misinformation:

If at any time, even after placing the Purchase Order, it was found that the information provided by the vendor in any form about products/company services or any other related matters was incorrect or it was produced in distorted form the Performance Guarantee of the vendor will be forfeited.

If it was found at any time even after placing order to a vendor that some information which was necessary to be disclosed by the vendor to NSIT was not disclosed explicitly, the Performance Guarantee will be forfeited.

28. Force Majeure: In the event of either parties being rendered unable by force majeure to perform any obligations required to be performed, then under the agreement, the relative obligation of the vendor effective by such force majeure shall be suspended for the period during which such case lasts.

The terms force majeure as embodied herein shall mean acts of God, War, riot fire, flood sabotage and acts and regulations of Government.

Upon occurrence of such clause and upon its termination, the vendor alleging that he had been rendered unable as aforesaid hereby, shall notify alleged beginning & ending of such occurrence giving full particulars and satisfactory evidence in support of the claims.

Time for performance of relative obligation suspended by the force majeure shall stand extended by the period for which such case lasts. If progress of work is suspended by force majeure conditions lasting for more than two months, NSIT

Authority shall have the option of cancelling the contract in whole or part thereof at its discretion.

- 29. Arbitration:** If any dispute or difference arises between the parties hereto as to the construction, interpretation effect and implication of any provision of the purchase/work order including the right or liabilities or any claim or demand of any vendor against other or in regard to any other matter under these conditions but excluding any matters, decisions or determination or which is explicitly provided for in the work order, such disputes or difference shall be referred to the sole arbitration of Director, NSIT or that of its nominee. A reference to the Arbitration under this clause shall be deemed to be submission with in the meaning of the Arbitration and conciliation Act, 1996 and the rules framed there under for the time being in force.

The venue of the Arbitration shall be at Delhi.

Each party shall bear and pay his own cost of the arbitration proceedings unless the arbitrator otherwise decides in the award.

The High Court at Delhi and courts subordinate to it shall have exclusive jurisdiction in all matters concerning the work order, including any matter arising out of the Arbitration Proceedings or any Award made therein.

- 30. Indemnity:** The concerned vendor shall always keep NSIT indemnified of any action/damages or other legal proceedings and liabilities that may arise directly or indirectly on NSIT with respect to the systems provided by the concerned vendor to NSIT. Such liability of the concerned vendor shall always survive irrespective of the duration of any agreement made with the concerned vendor.

The vendor will be liable to remove the rejected material within 15 days from receipt of rejection report at his risk and cost failing which NSIT shall not be responsible for its safe custody.

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