

 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.+91-11-25099050– Ext.- 2318, Fax No. +91-11-25099022 Website: http://www.nsit.ac.in
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E-Tender Notice

Tender ID: : 2018_NSIT_151820

Tender Enquiry No. : F.No.199(03)/CAMC/14-15/NSIT

Dated : 29.05.2018

Due Date For Submission : 19.06.2018

Online tenders are invited under Two-Bid systems (Technical & Financial Bid) through E-Procurement from the reputed GST registered firms fulfilling the eligibility criteria to provide CAMC services for computers at NSIT premises. The tender document can be downloaded from **Delhi Govt. e-procurement portal at <http://govtprocurement.delhi.gov.in>** and can also be viewed on the Institute website www.nsit.ac.in.

Name of Goods	CAMC of Computers i5 Make HP
Estimated Cost of the Tender	₹ 9,07,000/- (Approx.)
Earnest Money Deposit (EMD)	₹ 18,500/- (Refundable)
Date of Release of Tender	29.05.2018 at 06.00 P.M.
Date of Pre Bid Conference	15.06.2018 11.00 A.M. to 12.00 Noon
Last date and time for downloading of tender	19.06.2018 at 06.00 P.M.
Last date and time for online submission/ uploading of bids	19.06.2018 AT 06.00 P.M.
Date and time for opening of Technical bids	21.06.2018 AT 03.30 P.M.
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/-
Assistant Registrar (Store & Purchase)
Netaji Subhas Institute of Technology,
Azad Hind Fauj Marg, Sector-3, Dwarka,
New Delhi-110078

Eligibility Criteria:-

1. The bidder must be registered under GST
2. The bidder must have experience of having successfully completed similar work during 7 years ending 31.12.2017 for either of the following:-
 - a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost.
OR
 - b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost.
OR
 - c) One similar completed works costing not less than the amount equal to 80% of the estimated cost.

Similar work means Comprehensive Annual Maintenance of Computers carried out at any Govt. departments, Autonomous bodies, Public Sector and undertaking.

Technical Bid:-

The following documents constituting Technical Bid must be uploaded on E-Tender Portal:-

1. Scanned Copy of Earnest Money Deposit (EMD) for the Amount of ₹18,500/- specified in E-Tender Notice through Electronic Funds Transfer (EFT) Method only i.e. ECS/RTGS/NEFT. The bank details are provided under General Terms & Conditions No. 11 of this Tender Document.
2. Scanned Copy of GST Registration Certificate of the bidder.
3. Scanned copy of GST Return for the period of October-2017 to December-2017.
4. Scanned Copy of PAN Card of the bidder.
5. Copy of the bank details of the bidder to release the Payment and EMD.
6. Scanned Copy of **Certificate** issued by concerned government department, autonomous body or public sector undertaking having **successfully completed similar works** during 7 years ending 31.12.2017 as prescribed under Sl.No.2 of Eligibility Criteria.
7. Scanned Copy of complete **General Terms & Conditions** having Signature and Seal of the bidder on each page which are part of this Tender Document.

Note: Incomplete bids shall be rejected out rightly. The bidders are advised to attend the Pre bid Conference in case they have any query.

Financial Bid:-

Financial bid will contain only BOQ in the prescribed format to be uploaded on E-Tender Portal.

GENERAL TERMS & CONDITIONS

1. **The rates to be quoted by the bidder in the Price Bid are for a period of one year. The total amount calculated in the Price Bid shall reflect the value for one year. The contract shall be valid initially for a period of two years. Therefore, to arrive at the contract amount, the total amount of Price Bid shall be doubled. The Performance Guarantee shall be furnished @10% of the Contract Amount worked out for two years.**
2. The bidders are advised to visit the Institute to have the assessment of work required to be performed for effective and prompt maintenance of the computers before quoting the rates.
3. The Bidders shall quote rates in Indian currency only.
4. 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.
5. NSIT Authority does not bind itself to accept the lowest or any bid at all.
6. Incomplete or wrong information will disqualify the tender.
7. The tender shall be valid at least for 120 days from the date of opening of the Technical Bids.
8. Revision of rates is not allowed after the bids have been opened.
9. 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.
10. The Technical Bids shall be decided strictly as per eligibility criteria. The contract shall be awarded to the lowest bidder from amongst the Technically Qualified bidders.

11. **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 Account Holder : Director NSIT A/c N.G. Plan
Name of the NSIT Bank : Andhra Bank
IFSC Code : ANDB0001330
MICR 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 canceled.

Note:- The bidder who are registered with Central Purchase Organization or National Small Scale Industries Corporation are exempted from furnishing the EMD.

12. **Performance Guarantee:**

On acceptance of the tender for award of contract, a Letter of Intent shall be issued to the successful bidder. The successful bidder shall be required to furnish the Performance Guarantee within 10 days from the date of issue of Letter of Intent. The Performance Guarantee shall be either in the form of Fixed Deposit Receipt or Bank Guarantee issued from any scheduled bank in favor of the Director NSIT for an amount equal to 10% of contract value for the period of two years.

The performance guarantee shall be valid initially for a period of 27 months (Period of Contract: 24 months plus three months more.) Subsequently, in case the contract is extended, the contractor shall get the performance guarantee extended for the same amount for the period of extension plus three months more. The performance guarantee shall be released after the expiry of the contract period prescribed here above subject to satisfactory completion of contract.

The work Order shall be issued by NSIT within 7 days from the date of receipt of Performance Guarantee. If the vendor selected for the award of contract fails to deposit the Performance Guarantee within 10 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.

13. **The contract shall be valid initially for two years, which can be extended for one more year on same rates, terms and conditions, if the services are found to be satisfactory.**

14. The term 'maintenance' shall also include rectification of all hardware and software problems/defects and also include cost of all parts repairs/replacements necessary for the proper maintenance/functioning of the computers or printers, as the case may be. No extra charges for any general wear and tear/ spare parts, etc. shall be liable to be paid by the Institute.

15. **The rates for comprehensive maintenance of the computers include:**

- a. Repair of any component of the computer found defective.
- b. Replacement of any component of computer which is found not properly repairable. The replacement shall be done with a compatible new component of reputed brand.
- c. Cost of all labour, material, transportation etc. for any such repair or replacement.
- d. Cost of resolving any problems relating to hardware or software.

Note:- In a case , wherein the component of a computer is found defective due to physical damage, then in that case the replacement of such component is not covered under the rate of CAMC.

16. Adequate inventory on site of hardware parts like RAM, SMPS, various types of computer cables, logic cards, key boards, mouse, monitors etc. must be kept in stock in advance.

17. The contractor shall be required to depute at least one qualified service engineer [having minimum 5 years of relevant experience in maintaining computers and printers] at NSIT from 9.30 am to 6.00 p.m. on all working days. In case, the services of the service engineer are not found satisfactory by the Institute, the contractor shall have to provide competent replacement within three days of such instructions from A.R(S&P).
18. A complaint register shall be maintained at Store and Purchase Section wherein all complaints shall be recorded. The service engineer shall note down the complaints from this register on daily basis.
19. The service engineer shall report to A.R(S&P) or his authorized representative daily and mark his attendance by biometric attendance system of NSIT.
20. In case, the service engineer is found absent from duty on any day, a penalty @ Rs. 500/- per day shall be levied. The contractor shall provide suitable substitute even during the period the service engineer is on authorized leave.
21. The contractor shall abide by all applicable labor laws such as payment of Minimum Wages, EPF, ESI, Bonus, Leave, Gratuity etc. The rates for all such statutory liabilities are inclusive in the rates for comprehensive maintenance charges and nothing extra shall be payable on this account to the contractor.
22. The system down time shall not exceed 48 hours from the time at which the complaint is registered. If the down time is more than 48 hours, the contractor will provide properly working computer, printer or workstation as standby arrangement, as the case may be, within 72 hours from the time of registering the complaint. **In case the system is not repaired and alternative system is also not provided within the period of 72 hours from the time of complaint then NSIT can get the same repaired or replaced from any other agency and the expenditure incurred therein shall be recoverable from the contractor. Besides this, a penalty @ Rs.500/- per day in each such case shall also be levied for the period during which the computer or printer or workstation remains out of order.**
23. The complaint for any defective computers shall be treated as resolved/ satisfactorily attended on the date it is verified by the user.
24. The rates shall be inclusive of excise duty, GST, service tax, cartage, loading, unloading etc. all complete. Nothing extra shall be paid on any account.
25. During the period of contract, number of the computers may vary. The payment shall be made on the basis of actual number of computers maintained under this contract for the respective period on prorata basis.

26. The contractor shall ensure that all the computers are in good condition at the time of completion of the contract.
27. Any damage to the items during transportation/delivery/ installation shall be solely on the contractor's account.
28. **Schedule of Payment:** Quarterly payment will be made timely after receipt of the bill from the contractor. The payment shall be made in accordance with the performance of the contractor invariably through Electronic Fund Transfer (ECS/RTGS/NEFT) into their designated bank accounts. Therefore, the bank account number with the branch code and mandate needs to be submitted necessarily while submitting the bills/invoice by the successful bidders in following format.

Details of Bidder (Applicant)	
Bank Details	<Account No.> <Bank Name> <Bank Address> <IFSC Code> <RTGS/NEFT Code> <Bank Code>
Bidding Details	<NIT No.> <Name of Goods> <Closing date & time of Tender> <Bidder's Name>
Address	<Bidder's Address>

29. Enhancement or decrease of taxes, duties or prices of computers, or their components etc. will not affect the CAMC rate during the entire period of CAMC. No difference shall be paid or claimed as a result of the above.
30. Applicable deductions on account of TDS under Income Tax, GST or any other Law in force at that time shall be made from the payments due to the contractor.

31. Misinformation:

If at any time, even after placing the Work 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 contract shall be terminated and the Performance Guarantee of the contractor will be forfeited and the contractor shall be blacklisted from participation in the tenders at NSIT for 5 years.

If it was found at any time even after placing Work Order to a vendor that some information which was necessary to be disclosed by the vendor to NSIT was not disclosed explicitly, the contract shall be terminated and the Performance Guarantee of the contractor will be forfeited and the contractor shall be blacklisted from participation in the tenders at NSIT for 5 years.

32. **Termination of Contract due to Deficiency in Service:-**

In case the services are found not to be satisfactory, NSIT reserves the unequivocal right to terminate the contract by giving a notice of 15 days to this effect. In such case, the performance guaranty of the contractor shall be forfeited absolutely and further the contractor shall be blacklisted for 5 years to participate in tender in NSIT.

33. **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 canceling the contract in whole or part thereof at its discretion.

34. **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 within 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.

35. 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 services rendered by the concerned contractor 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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