

GURU GOBIND SINGH INDRAPRASTHA UNIVERSITY SECTOR 16C, DWARKA, NEW DELHI – 110078

Phone No. 011-25302149 011-25302150 Date: 02.08.2016

Tender No.:- 09/PUR/GGSIPU/2016-17

E-Tender (NOTICE INVITING QUOTATION)

Sealed item rate quotation is invited on behalf of Registrar, Guru Gobind Singh Indraprastha University, Sector 16 C, Dwarka, New Delhi from eligible manufacturers/distributors/authorized dealers for rate contract of six months (further extendable for six months on mutual agreement with the firm and GGSIP University after satisfactory completion) for supply and installation of sealed maintenance free (SMF) batteries for UPS and other items on buy back basis as per details given below:-

1.	Name of work	Supply and installation of SMF batteries for UPS and other items on buy back basis at Guru Gobind Singh Indraprastha University, Sector 16 C, Dwarka, New Delhi – 110078			
2.	Last date, time and venue for submission of EMD and Technical bids documents	23.08.2016 Upto 02.00 p.m. in the office of Jt. Registrar (Purchase), Ground Floor, Library Block, GGSIPU, Sector 16 C, Dwarka, New Delhi – 110078			
3.	Date, time and venue for opening of technical bid	23.08.2016 at 02.30 p.m.			
4.	EMD	Rs.50,000/- (Rupees Fifty Thousand Only) in favour of Registrar, GGSIP University payable at Delhi			
5.	Estimated Cost of Works	Rs.10 Lacs (approximately)			
6.	Financial bid shall be opened after evaluation of technical bid/time notified thereafter on e-tender website www.govtprocurement.delhi.gov.in				

The bids shall be submitted in two stages viz.(i) *Technical bid* (ii) *Financial bid*. **The Technical & Financial bid should be uploaded on e-procurement website i.e.** www.govtprocurement.delhi.gov.in. Further copy of Technical bid along with original EMD of Rs.50,000/- in favour of Registrar, GGSIP University payable at Delhi along with following document should also be submitted in the office of Dy. Registrar (Purchase), Ground Floor, Library Block, GGSIPU, Sector 16 C, Dwarka, New Delhi – 110078 latest by 04.07.2016 at 2.30 pm.

- 1. Certificate of Authorized dealership/distributor/manufacturer. (in case of manufacturer, they will self certify so. Authorized dealers/distributor shall attach attested copies of dealership/distributorship certificates issued by the manufacturer)
- 2. Undertaking by the agency in its Letterhead that:
 - a. That the bidder/ organization has not been blacklisted/debarred by any of the Central/State Government/Departments /Organizations/ Central or State PSU
 - b. That it will ensure fair trade practice.
 - c. That none of the employee of GGSIP University is having relation.
- 3. Copy of valid registration with DVAT department.
- 4. Copy of valid PAN Card.
- 5. That the item(s) supplied under this contract shall have on-site and comprehensive warranty for atleast 12 months from the date of supply & satisfactory installation including free replacement or as provided by the manufacturer, which ever is more.
- 6. Should have minimum average annual financial turn over of Rs.10 Lakhs during the last three years ending March 2015 duly certified **by registered Chartered Accountant and a copy of Balance Sheet to be enclosed.** There should not be any loss to the company for more than two years during last five years ending March 2015.
- 7. Should have satisfactorily executed at least 03 nos. of similar supply amounting Rs.08 lacs for any educational institutions including University, public sector undertakings, Govt. departments (central or

state) or research institutes in India for the financial year 2014-15 & 2015-16 details of the works order/Purchase order with compilation certificate issued by the officer Incharge of the concerned organization must be attached with technical bid.

8. Makes of batteries for UPS:- Luminous, Exide, Amron & Okaya.

Terms & Conditions:-

- (1) The bidder shall place his/her bid in the envelops marked "Technical Bid". All documents in support of eligibility as well as another envelop containing DD/Pay order for EMD shall be placed in the envelope marked "Technical Bid" for supply and installation of SMF batteries for UPS on buy back basis.
- (2) Bids without EMD of the required amount will be summarily rejected.
- (3) Conditional Bids will be summarily rejected.
- (4) Bids received after due date & time shall be summarily rejected.
- (5) The "Financial bid" of only those bidders whose technical bids have qualified will only be opened.
- (6) Delivery :- F.O.R. GGSIP University, Sector 16 C, Dwarka, New Delhi
- (7) Delivery period:- 30 days from the date of issue of purchase order.
- (8) The EMD of unsuccessful bidders shall be refunded.
- (9) The successful bidder have to submit a Performance Security Deposit @ 5 % of the quoted value in the form of Demand Draft/Pay order drawn in favour of Registrar, GGSIP University, Delhi within 15 (fifteen) days of the communication accepting the bid. The Performance Security Deposit shall be refunded without interest after completion of the guarantee period of two months.
- (10) In case the successful bidder fails to deposit the Performance Security within the stipulated 10 (ten) days of the communication accepting the bid, the EMD shall be forfeited to GGSIP University absolutely.
- (11) In case the successful bidder fails to supply the item(s) within the delivered period, a sum equal to 0.5% of the contract price per week or part thereof until the actual delivery subject to maximum of 10% of the value of supply order shall be deducted.
- (12) The payment will be made after delivery, satisfactory installation and satisfactory inspection by the University of the SMF batteries. No advance payment will be made.
- (13) Taxes etc., if any, leviable shall be deducted at source.
- (14) The validity of the bid will be 120 days from the date of opening of financial bids. During the validity period, the successful bidder shall not be allowed to withdraw. In case of withdrawal, the EMD shall be forfeited to GGSIP University absolutely and no claim shall be admitted in this regard. Such bidder shall not be allowed to participate in the re-quotation process.
- (15) The rate contract for purchase of SMF batteries will be for a period of six months (further extendable for six months on mutual agreement on satisfactory completion of same).
- (16) University reserves the right to reject any or all the bids or accept them in part or reject the lowest bid without assigning any reason.
- (17) Unauthorized substitution or materials delivered in error of wrong description or quality or supplied in excess quantity or rejected goods shall be returned to the bidder at bidder's cost & risk.
- (18) The successful bidder shall make all arrangements towards safe and complete delivery at the designated location indicated in the supply order. Such responsibility on the part of the bidder will include taking care of insurance, freight, state level permits etc. as applicable.
- (19) In case of any dispute relating to meaning, scope, manufacturing, operation or effect of this contract or the validity or the breach thereof, University and the contractor shall make every effort to resolve amicably by direct discussion/negotiation.
- (20) Any dispute or differences whatsoever arising between the parties out of or relating to the manufacturing, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the award given by sole arbitrator shall be final and binding upon the parties. The sole arbitrator shall be appointed by the Vice Chancellor, GGSIP University and it shall be no ground to contest the award on the ground that arbitrator was appointed by the University or that the arbitrator is an employee of University
- (21) The performance under this contract shall not be stopped for any reason whatsoever during the said dispute/proceedings unless the contractor is specifically directed to do so by the University.
- (22) The venue of arbitration proceedings shall be Delhi/New Delhi. The language of proceedings shall be English. The law governing the substantive issues between the parties shall be the Laws of India. All disputes are subject to Jurisdiction of Delhi Courts only.
- (23) It is also a term of the contract that if any fee payable to the arbitrator, shall be paid equally by both the parties. It is also a term of the contract that the arbitrator shall be deemed to have entered in the reference on the date he/she issues notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- (24) The bidder should quote the rate exclusive of all taxes & levies (including import duties, if any), as well as cost of transportation & installation at the GGSIP University at Dwarka for each items as per detailed specifications given in Financial Bid. all taxes & levies (including import duties, if any), as well as cost of

transportation & installation, if any, should be quoted separately in the financial bid. Incomplete quote shall be summarily rejected.

(25) Force Majeure.

For purpose of this clause, 'Force Majeure' means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the University either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargo.

If a Force Majeure situation arises, the contractor shall promptly notify the University in writing of such conditions and cause thereof. Unless otherwise directed by the University in writing, the contractor shall continue to perform its obligations under this contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

(Sunita Shiva) Jt. Registrar (Purchase)

Financial/Commercial Bid

Rate contract of six months (further extendable for six months on mutual agreement with the firm and GGSIP University after satisfactory completion) for supply and installation of sealed maintenance free (SMF) batteries for UPS and other items on buy back basis

Name of the Make of SMF batteries for UPS quoted by the bidder:-

Description/specification	Qty. (A)	Unit Price (B)	Unit buy back Price (C)	Net Amount per unit (B-C) (D)	Total Amount (D x A)
Batteries 7AH	461				
Batteries 17AH/18 AH	222				
Batteries 26AH	30				
Batteries 45 AH	40				

Note:-

- a. The bidder shall provide comprehensive on-site warranty for a period of atleast 12 months from the date of supply & satisfactory installation including free replacement or as provided by the manufacturer, which ever is more.
- **b.** The rate contract for purchase of batteries for a period of six months (further extendable for six months on mutual agreement with the firm and GGSIP University after satisfactory completion).

(SEAL, SIGNATURE & NAME OF THE BIDDER)