University Centre for IT Infrastructure Management

Guru Gobind Singh Indraprastha University Sector-16 C, Dwarka, Delhi-110 078 Phone: 011-25302746 ucitim@ipu.ac.in

Subject: Quotations are invited for renewal of "MSDN Academic Alliance" (Subscriber ID: 1203883322), Guru Gobind Singh Indraprastha University, Dwarka, Delhi.

NOTICE INVITING QUOTATION

Sealed item rate quotations are invited on behalf of Registrar, Guru Gobind Singh Indraprastha University, Sector 16 C, Dwarka, New Delhi **from distributors/authorized vendors** for renewal of **MSDN academic Alliance** as per schedule of quantity attached given below:

Part	Description	Price (INR)
Number		
T89-01038	DreamSpark Premium EN 3YR AE on line Mbrshp India only	
	Rnwl PKC Microcase	
	Taxe(s)	
	Total	

Last date to submit quotation : 23rd October, 2013, 11 AM
Date of Opening of Quotation : 23rd October, 2013 at 11 AM

In Case of any discrepancies, the minimum quoted price shall be considered for evaluation. In case of difference between the amounts in figure and in words, the rates quoted in words shall prevail. The offer/bid must be sent by registered post/Courier/by hand/speed post, sufficiently in advance so as to reach to the chairman, UCITIM, GGSIPU by schedule date and time. Any bid received after the due date and time, whatever means, shall not be considered and shall be returned unopened.

Terms & Conditions-:

- 1. Conditional Bids will be summarily rejected.
- 2. Bids received after due date & time shall be summarily rejected.
- 3. In case the successful bidder fails to deliver items 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.

4. Payment terms-

a) 100% Payment will be released after delivery and registration of product at Microsoft web-site. Print out shall be taken from dreamspart site as a proof of registration.

- 5. Taxes etc., if any, levied shall be deducted at source.
- **6.** The validity of the bid will be 60 days from the date of opening of financial bids. During the validity period, the successful bidder shall not be allowed to withdraw. Such bidder shall not be allowed to participate in the re-quotation process.
- 7. The rates of successful bidder will be valid for 3 months from the date of issue of letter of acceptance.
- **8.** 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.
- **9.** 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.
- 10. In case the dispute cannot be settled amicably within 30 days of the raising of dispute by either party, either party may seek settlement of the dispute by arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on all the parties. The sole arbitrator shall be appointed by Vice Chancellor, GGS Indraprastha University.
- 11. 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.
- 12. The Warranty of each software or equipment should be at least one year or more after date of installation.
- 13. 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.
- 14. 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.

15. 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.

- 16. The rate quoted should be FOR, in Indian Rupees, inclusive of all taxes and the rates should be shown separately (for imported items, foreign currency, the exchange value with Indian rupee on that date should be mentioned, before and after taxes/duties/freight/clearance charges as applicable for delivery to the final destination (UCITIM, GGSIPU, Dwarka). The rates should be quoted legibly in figure as well as in words. There should not be any cutting, overwriting or erasing in the rates or specifications. If there is any difference in the rates of words and figure in a tender the figure written in words will considered as final.
- 17. An affidavit on non judicial stamp paper worth Rs. 20/- stating that (a) the firm has not been debarred/blacklisted by any university/autonomous organization/ government/semi government organizations, (b) will observe fair dealing in the business and that this equipment has not been sold for less than the price quoted, (c) has no personal dealing with any of the employees of this university.

- **18.** The successful bidder shall be required to pay taxes which should be levied by the Govt., for the execution of work awarded under contract.
- **19.** The vendor/supplier should be a registered firm with DVAT/Trade & Taxes / Sales Tax /Service Tax Department etc. should possess PAN, TIN (VAT) /Sales tax and service tax as applicable.
- **20.** The firm must have turnover of Rs.10 lakhs & above in the last two financial years. In support, a certificate from CA to be attached.
- 21. Latest Income Tax Certificate should be enclosed.
- **22.** Tender must be submitted alongwith processing fees of Rs. 500/-. DD in favor of Registrar, GGS Indraprastha University and payable at Delhi.
- 23. GGSIPU requires a Certificate of Acceptance if the tenderer accepts all the above mentioned terms and conditions.

Annexure-I

The following information must be furnished by vendor alongwith tender document. Fill up each column and attach supporting documents.

Serial No.	Mandatory Requirements	Please fill up each column (attach
	Name of the West law	supporting documents)
1.	Name of the Vendor	
2.	Telephone No., Mobile number and Fax number and	
	Email address	
3.	Status of the firm-	
	i) A proprietary firm	
	ii) Partnership Firm	
	iii) Limited company with various govt. offices/bodies.	
4.	Particulars of registration with various govt.	
	offices/bodies.	
5.	PAN number with a copy of the latest return.	
6.	DVAT Registration number with a copy of the latest	
	return.	
7.	Service tax number, if any with a copy of the latest return.	
8.	Certificate of Warranty	
9.	The copy of the terms and conditions as given in the	
	tender with the signature and seal of the	
	dealer/proprietor/manufacturer.	
10.	The firm should provide a list of users with their contact	
	details, including phone/email.	
11.	Undertaking on non judicial stamp paper worth Rs.20/-	
111	i) The firm has not been debarred or blacklisted by any Govt./semi	
	govt./autonomous organization/Public sector Undertakings.	
	ii) It will ensure fair trade practice (where it will be mentioned that this equipment has not been sold for less than the price quoted)	
	iii) The firm has no personnel dealings with the officials of the University.	

(Name and Signature of the Vendor)