

# **AMBEDKAR UNIVERSITY DELHI**

## **TENDER DOCUMENT FOR SUPPLY & INSTALLATION OF PRINTER AT AMBEDKAR UNIVERSITY DELHI**

1. Appendix A : Terms & conditions
2. Appendix B : Schedule of requirement
3. Appendix C : qualifying bid document
4. Appendix D : Price bid
5. Appendix E : Undertaking



No. AUD/17-31/2015-16/ Printer/

09 June, 2015

To,

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**Subject: Notice Inviting Tender for Supply & Installation of Printer at Ambedkar University Delhi**

Ambedkar University Delhi (AUD) invites sealed quotations from competent & reputed manufacturers/ authorized distributors/ dealers for Supply & Installation of Printer at Ambedkar University Delhi. Bid document is required to be submitted in a sealed covers addressed to the Registrar, Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006 so as to reach us on or before 24-06-2015 up to 3.00 pm, duly super scribing the work i.e. **“Tender/ Bid for Supply & Installation of Printer at Ambedkar University Delhi”** on top of the cover.

The tender bid will be opened at 4.00 pm on the same day. AUD reserves the right to accept or reject any tender in part or whole without assigning any reason thereof. The copy of the proof for having carried out similar works in the last three financial years should be enclosed with the tender. Tender format can be downloaded from our website '[www.aud.ac.in](http://www.aud.ac.in)'. Clarifications, if any, may be sought from the AUD Admin Division on Telephone No 23863655.

Tenderers should read the tender document carefully as enclosed and comply strictly with the terms and conditions before sending their bids.

**Deputy Registrar (Admin)**

Copy forwarded for information to:-

- 1- Registrar, Ambedkar University Delhi
- 2- Controller of Finance, Ambedkar University Delhi
- 3- Director, IT Services, Ambedkar University Delhi
- 4- Director, Campus Development, Ambedkar University Delhi

## Terms & Conditions

### **1. Parties:**

The parties to the Contract are the Tendering Firm and the Ambedkar University Delhi (AUD).

### **2. Addresses:**

For all purposes of the contract including arbitration there under, the address of the firm mentioned in the tender shall be final unless the firm notifies a change of address by a separate letter sent by Speed Post/ Registered Post with acknowledgement due. The firm shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

### **3. Preparation and Submission of Tender:**

- (a) A vendor can submit bid for the item mentioned in Appendix B.
- (b) The tender should be submitted in the proforma given at Appendix C and D duly filled in, and all documents attached.
- (c) The tender bid should then be **kept in a sealed cover** addressed to Registrar, Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006, duly superscribed with the statement **“Tender bid for Supply & Installation of Printer at Ambedkar University Delhi”**.
- (d) Copies of necessary certificates will be enclosed with the bid.

### **4. Site Inspection:**

Before submitting the offer, bidders should visit the AUD Kashmere Gate campus, where the Printer is to be installed. No extra payment will be made by AUD towards extra material required for installation purpose after submitting the offer.

### **5. Prices:**

- (a) A consolidated price should be quoted for the item along with its break up showing different items of charge. The consolidated price quoted shall be firm and final and payable for the goods delivered, installed and commissioned in the office/ Class Room/ Lab indicated in Scope of Work. No payments other than the amount shown as consolidated price shall be made by this university. If any statutory levy is found applicable, the same shall be borne by the tendering firm. The only deviation to the preceding statement could be the levies revised upward or introduced by State or Central Government after the submission of the tender by the bidder, in which case the Bidder shall produce documentary evidence. The price quoted for each item separately shall be the basis of determining L1.

- (b) The rates will be valid for a period of one year. AUD reserves the right to procure additional quantity of items, due to changes in requirement, during this period.
- (c) At the time of payment of bills, the Income Tax, if any, shall be deducted at source as per Government Rules and guidelines as may be prevailing at the time of payment.
- (d) The offer submitted by the vendor should clearly indicate rate of Sales Tax and other government levies, payable extra at the quoted prices.

## **6. Validity:**

The bids shall be valid for a period of 90 (Ninety) days from the date of opening of the tender.

## **7. Opening of Tender:**

The Bids shall be opened at 4:00 PM on 24-06-2015 at the AUD Kashmere Gate Campus. The tenderer is at liberty to attend either himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and a proof of identification. Those who will qualify in Bid evaluation shall be intimated on phone/ by fax/by e-mail.

## **8. Criterion for Evaluation of Tenders:**

Subject to the fulfillment of the criteria given in the tender and submission of all necessary documents, evaluation of the tenders will be made on the basis of commercial information furnished in the form given at Appendix D. Any inferences drawn by the tenderers or their representatives during the opening of the Bid will be their own view and AUD will not be responsible or required to abide by the same.

## **9. Communication of Acceptance:**

Successful bidder will be informed of the acceptance of his bid by speed post/ fax/on phone.

## **10. Inspection, Testing and Quality Control:**

- (α) The purchaser and/or its nominated representative(s) may inspect and/or test the ordered equipment to confirm their conformity to the contract specifications at no extra cost to the purchaser.
- (β) The Inspection Authority to be designated by the Purchaser shall communicate within 15 days of issue of supply order what inspections and tests the purchaser requires and where they are to be conducted.
- (c) AUD will reject full or any part of the supply, which is not conforming to the specifications and other terms and conditions. No payment shall be made for rejected stores. Rejected items must be removed by the tenderers within two weeks

of the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the vendors without any further notice.

### **11. Spare Parts:**

The separate price list of all spares and accessories and consumables (including minor), if any, required for maintenance and repairs in future after guarantee/warranty period must be attached/ enclosed along with the sealed quotation, failing which quotation will not be considered.

### **12. Training:**

On site training to the staff is to be provided by the Vendor / Indian Agents for operation and maintenance of the equipment, to the satisfaction of the user department.

### **13. Warranty**

- (a) The vendor **will provide Comprehensive Onsite Warranty including Spare Parts & Labour on the items/ equipment** as per manufacturer's policy. It certifies that the supplied & installed equipment supplied under the contract is new, unused and incorporates all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract.
- (b) The vendor further warrants that the equipment supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per the Purchaser's/ Consignee's specifications) or workmanship or from any act or omission of the vendor that may develop under normal use of the equipment under the conditions prevailing in India.
- (c) In case of any claim arising out of this warranty, the Purchaser/ Consignee shall promptly notify the same in writing to the vendor.
- (d) Upon receipt of such notice, the vendor shall, within 48 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective equipment or parts thereof, free of cost, at the ultimate destination. The vendor shall take over the replaced parts/ equipment after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/ equipment thereafter. The penalty for non-replacement will be applicable as per the penalty clause given in the tender.
- (e) During Warranty period, the vendor is required to visit at consignee's site at least once in 6 months commencing from the date of the installation for preventive maintenance of the equipment.

### **14. Supply of Equipment:**

The equipment will be supplied and installed within one month from the date of issue of the supply order. The firm is required to mention its e-mail address in the

qualifying bid document so that a scanned copy of the supply order could be sent for timely intimation.

#### **15. Delay in the Vendor's Performance:**

- (a) The vendor shall deliver the equipment at Ambedkar University Delhi and perform the services under the contract within the time schedule specified by the Purchaser/ Consignee in the Schedule of Requirements and as incorporated in the contract.
- (b) Subject to the provisions of the tender, any unexcused delay by the vendor in maintaining its contractual obligations towards delivery of the equipment and performance of services shall render the vendor liable to any or all of the following sanctions:
  - i) Imposition of liquidated damages,
  - ii) Forfeiture of its performance security and
  - iii) Termination of the contract for default.

#### **16. Penalty:**

In the event of the firm failing to:

- (i) Observe or perform any of the conditions of the work order as set out herein; or
  - (ii) Execute the order in good condition to the satisfaction of AUD or by the time fixed by AUD.
- (a) In the event of discovery of any error or defect due to the fault of the firm/ vendor at any time after the delivery of goods ordered, the firm/ vendor shall be bound, if called upon to do so, to rectify such error or defect at his own cost to the satisfaction of and within the time fixed by AUD. In the event of the delivery of any defective work, which owing to urgency or for any other reason cannot be wholly rejected AUD shall have the power to deduct from any payment due to the firm such sum as it may deem expedient.
  - (b) If the vendor fails to deliver any or all of the equipment or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/ Consignee shall, **without prejudice to other rights and remedies available to the Purchaser/ Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.50% per week of delay or part thereof on delayed supply of equipment/ replacement parts and/ or services until actual delivery or performance, subject to a maximum of 5% of the contract price.** Once the maximum is reached, the Purchaser/ Consignee may consider termination of the contract.
  - (c) In the event of work being wholly rejected, AUD may at its discretion may either:
    - (i) Permit the firm/vendor to re-do the same within such time as it may specify at firm's own cost of all sorts i.e. materials, labour, equipments, overheads, transportation etc;

or

(ii) Arrange to get the additional work done elsewhere and by any other person or from any other source than the firm/vendor in which case the amount of extra cost, if any, shall be recovered from the contractor in the manner provided in sub-clause(b) of this clause.

**17. Breach of Terms and Conditions:**

In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof and nothing will be payable by AUD in that event.

**18. Subletting of Work:**

The firm shall not assign or sublet the work or any part of it to any other person or party.

**19. Right to Call upon Information Regarding Status of work:**

AUD has the right to call upon information regarding status of work at any point of time.

**20. Tolerance Clause:**

AUD reserves the right to place the orders on the successful tenderer for any additional quantity at the same rates quoted by the bidder. At the option of the purchaser, the quantity can also be reduced when felt necessary.

**21. Terms of Payment:**

- (a) Payment shall be made only after the equipment has been supplied & installed by the tenderer at AUD Kashmere Gate campus on specified address.
- (b) All payments shall be made by Accounts Payee cheque only after satisfactory supply, installation and commissioning of the said items.
- (c) AUD shall be at liberty to withhold any of the payments in full or in part subject to recovery of taxes including TDS as applicable and recovery of penalties mentioned in preceding para.

**22. Eligibility Conditions:**

- (a) The vendor should be either itself a manufacturer or authorised dealer/ vendor of the manufacturer. Proof of the same will be attached with the bid.
- (b) The manufacturer should have a dealer in Delhi to prove its capability to provide after sales service as and when required;
- (c) The vendor should have a standard price list of its products all over the country.

- (d) The tenderer/ authorised vendor/ manufacturer should have successfully executed at least three supply orders of similar nature to Central/ State Government Departments/ PSUs/ reputed Educational Institutions in the last three years. Copies of these supply orders should be attached with the bid.
- (e) The Tenderer should have PAN No., TIN No. and VAT No. and should submit their legible attested copies with Bid. Bid not accompanied by these documents would be summarily rejected.

### **23. Tender Currencies:**

The bidder supplying indigenous or already imported equipment shall quote only in Indian Rupees with all taxes applicable.

### **24. Earnest Money Deposit (EMD):**

- (a) The Bid must be accompanied by Earnest Money Deposit of Rs 5000/- (Rupees five thousand only) submitted in the Form of Demand Draft/ Banker's Cheque drawn on any Scheduled Bank in favour of "Registrar, Ambedkar University Delhi" payable at Delhi.
- (b) The EMD of other bidders will be returned after placing of the order to the successful vendor. The EMD of the selected vendor shall be returned after the vendor has supplied and installed the materials at the locations indicated in the Supply/ Purchase Order and after furnishing the Performance Security. No interest will be payable on the EMD.
- (c) The successful bidder's earnest money will be forfeited without prejudice to other rights of the purchaser, if it fails to furnish the required performance security within the specified period.

### **25. Performance Security:**

The vendor selected would be required to furnish a Performance Security Deposit equal to 5% of the total work order for Printer in the form of Demand Draft/ FDR/ Bank Guarantee from any Scheduled Bank in favour of "Registrar, Ambedkar University Delhi" payable at Delhi. In case the Performance Security is submitted in the form of Bank Guarantee, the same should be valid for a period of 2 (two) months beyond the date of expiry of warranty period of the Printer. AUD reserves the right to ask for Performance Guarantee extension if contractual obligations are not fulfilled.

### **26. Rights of the Purchaser:**

- (a) The acceptance of the tender rests with AUD. The university is not bound to accept the lowest tender bid and reserves the right to accept or reject any or all the Bids without assigning any reasons thereof. AUD also reserves the right to modify and / or relax, any terms & conditions of this tender document to safeguard its interest.



(b) AUD reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage.

(c) AUD reserves the right to delete or alter any or some of the items given in the enclosed Appendix - B depending on the prevailing requirement. The quantities shown in the Appendix are tentative and may vary. The offers shall be valid in that case also.

**27. Force Majeure:**

If either party is affected by force majeure it shall forthwith notify the other party of the nature and extent thereof. Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any reason of Force Majeure, of which it has notified the other party; and the time for performance of the obligations shall be extended accordingly

**28. Arbitration:**

(a) If dispute or difference of any kind shall arise between the Purchaser/ Consignee and the vendor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

(b) If the parties fail to resolve their dispute or difference by such mutual consultation, the same shall be referred to the sole arbitrator, to be appointed by the Vice Chancellor, AUD at Delhi as per the provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules framed there under. His/ Her decision will be final & binding on both the parties.

(c) The venue of arbitration shall be Delhi, India.

**SCHEDULE OF REQUIREMENT**

Bidder is required to fill the details in column Nos 4, 5 & 6 of the table given below:

| Sl. No. (1) | Name & Specification of the items (2)  | Qty Reqd. (Nos.) (3) | Offered Specification, make & model (4) | Whether offered items meeting the tender specifications (5) | Deviation from tender specification if any. (6) |
|-------------|--|----------------------|---|---|---|
| 1.          | <p><b>HP Color LaserJet CP5225 Printer or Printer of similar or higher specification</b></p> <p>250 sheets tap output bin, one-door access to the easy to install printer cartridges, 250 sheet input tray 2 with close assist, intuitive control panel with two line LCD display, 100 sheet multipurpose tray with long paper extension handles a variety of special papers, illuminated front access on/off switch, 192 MB memory expandable to 448 MB, and a 540 MHZ Processor, built in fast Ethernet 10/100 base-T networking with IPv4/IPv6 allow up to 15 users to easily share the printer, Hi-speed USB 2.0 port for direct connection to printer, In-line (one-pass) print engine ensures reliable, accurate print quality, built in automatic two sided printing.</p> | 01 (one)             |   |   |   |

Name : \_\_\_\_\_

Designation \_\_\_\_\_ Seal of the Firm:

Of Authorized signatory

Dated \_\_\_\_\_

**QUALIFYING BID DOCUMENT**

Please provide the following documents/ information:

1. Name & Postal address of Agency:

Telephones Nos.:

E-mail:

Fax Nos.

Mobile Nos:

2. Name & address of Owners/ Partners/ Directors :

3. Nature of Agency (Sole/ Partnership/ otherwise) :

4. If Registered, Regn No with validity of registration with appropriate authority:

5. Sales/ Service Tax Regn No. (Attach copy):

6. PAN No. (Attach copy):

7. TIN/ VAT No. (Attach copy):

8. Purchase order of three orders to Govt organizations/ PSUs/ reputed Educational Institutions in the last three years (Attach copies).

9. List of 3 reputed clients, with at least one client belonging to GOI/ State Govt. Dept./ PSU/ reputed Educational Institution with telephone No.:

10. Has your organization been placed in defaulter category by any Govt. Department/ PSU? If not, please submit a self attested certificate to this effect.

**Check list**

| S. No. | Check list of documents/ Undertakings?                                 | YES/NO | Remarks (Give explanation if answer is No) |
|--------|--|--------|--|
| 1.     | Is demand draft/ banker's cheque for Rs 5000/- towards EMD, attached?  |        |  |
| 2.     | Is the bidder original equipment manufacturer (OEM)/authorised dealer? |        |  |

|     |  |  |  |
|-----|--|--|--|
| 3.  | If authorised dealer, a certificate to this effect from OEM, attached or not?  |  |  |
| 4.  | Is copy of Sales/ Service Tax Regn certificate attached?   |  |  |
| 5.  | Is copy of PAN No. attached?   |  |  |
| 6.  | Is copy of TIN/ VAT No. attached?  |  |  |
| 7.  | Are three purchase orders given by Govt organizations/ PSUs/ reputed Educational Institution in the last three years attached? |  |  |
| 8.  | Whether list of three reputed users (along with telephone numbers of contact persons) attached?                                |  |  |
| 9.  | Is undertaking certifying that the firm is not black listed signed as per Appx E?  |  |  |
| 10. | Does the instrument comply with all the specifications given in Appx B?  |  |  |
| 11. | Whether tender document and all certificates signed on all pages?  |  |  |

Signature of the Proprietor/ Authorized Signatory

Rubber Seal indicating complete address

Place :

Date :

**PRICE BID**

I/We.....  
 .....of

..... hereby agree, subject to acceptance of this tender by AUD, to Supply & Installation of Printer items in accordance with the specifications, terms and conditions of the contract as stated in the tender document at the rates and prices given below:

| Sl. No. (1) | Name of the Item (2)   | Brand Name & Model No. (3) | Rate per item (Rs.) (4) | VAT, Other Taxes (Rs.) (5) | Final Price per item (Rs.) (6 = 4+5) | Remarks (7) |
|-------------|--|----------------------------|-------------------------|----------------------------|--------------------------------------|-------------|
| 1.          | HP Color LaserJet CP5225 Printer or Printer of similar or higher specification |                            |                         |                            |                                      |             |

Details of other items/other accessories

offered.....

Signature :  
 Name & Designation :  
 Name of the Agency :  
 Seal of tenderer :  
 Date :

**UNDERTAKING (To be submitted with Bid)**

It is certified that my firm/agency/company **has never been black listed** by any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or reputed private institutions and no criminal case is pending against the said firm/ agency as on \_\_\_\_\_.

Signature of the Tenderer\_\_\_\_\_

Name of the Signatory\_\_\_\_\_

Name of the Firm/agency\_\_\_\_\_

Seal of the Firm/Agency\_\_\_\_\_

Place:

Date:\_\_\_\_\_

