

दिल्लीविश्वविद्यालय) पूर्वीपटेलनगर, नईदिल्ली-110008 KALINDI OLLEGE (University of Delhi) East Patel Nagar, New Delhi-110008 🕾 : 011-25787604 ; Fax No.: 011-25782505 E-mail: kalindisampark.du@gmail.com Website :www.kalindi.du.ac.in

NAAC ACCREDITED 'A' GRADE COLLEGE

Notice Invite Tender (E-procure mode)

NIT No.: -KC/Phy/e -procure/2022/007

NAME OF WORK: Item purchase for physics Lab

AT

KALINDI COLLEGE

(University of Delhi) East Patel Nagar, New Delhi110008 Tel No.: 011-25787604 Email: kalindisampark@kalindi.du.ac.in Website www.kalindi.du.ac.in https://eprocure.gov.in/eprocure/app

Prof. Naina Hasija Actg. Principal

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING

E-Procurement Date & time	10.02.2022 @ 2:00 p.m
Cost of Tender (Non-refundable)	Nil
Earnest money Deposit (EMD)	Nil
Bid submission start Date & time	10.02.2022
Last date & time of receiving of online bids	04.03.2022, up to 5:00 p.m.
Technical Bid Opening and time	07.03.2022
Financial Bid Opening and time	To be intimated later.

The signed and scanned copy of the following documents are to be uploaded on CPP portal by the Contractor in <u>"Technical bid".</u>

S.No.	Title
1.	Company Registration in India under relevant Act such as Companies
	Act, Partnership Act & any other etc
2.	GST certificate, PAN No.
3.	Stamped tender acceptance letter as per Annexure-I.
4.	Proof of annual turnover (scanned copy of balance sheet)
5.	Proof of non-blacklisting by any of the Govt. Departments, Public sector undertakings and/or by Central Vigilance Commission and banks /financial institutes during the last three years.
6.	Work Execution certificate for last three years.
7.	Annual Audit report for the last three financial years.

Note: An undertaking duly attested by notary on a non-judicial stamp paper of Rs. 100/regarding their non-blacklisting by any of the Govt. Departments, Public sector undertakings and/or by Central Vigilance Commission and banks /financial institutes during the last three years. **Scanned copy of the documents has to be uploaded.**

- 1. Bidder should have at least 3 years satisfactory experience of supplied lab equipment's educational institutes/ PSUs/ Central/state government establishments. (Please enclose proof).
- 2. List of clients with Satisfactory Performance certificate issued.

PRICE BID

- (a) Price bid undertaking
- (b) Schedule of price bid in the form of BOQ_XXXX .xls

The tender shall be rejected in the absence of any of the above documents.

**All documents as per tender requirement shall be uploaded online through CPP Portal Website: <u>https://eprocure.gov.in/eprocure/app</u> and no documents except hard copy of non-judicial stamp paper.

THE GENERAL INSTRUCTIONS ARE AS UNDER: -

- Tender documents for reference can be downloaded from website "<u>www.kalindi.du.</u> <u>ac.in</u>" and "www.du.ac.in" and bids must be submitted online on portal "https://eprocure.gov.in/eprocure/app". <u>Physical submission of bids shall not be</u> <u>accepted</u>.
- 2. Instructions for bidders for submission of e-bids are available in Tender documents, however all the bidders are advised to read updated instructions on portal "https://eprocure.gov.in/eprocure/app" before submission of e-bids.
- 3. The Kalindi College shall deduct TDS for income tax, surcharges and Education or other charges, if any at source under section 194-C of the income tax Act. 1961 from the contractor at the prevalent rates of such sum as income tax on the income comprised their as per instructions issued by Govt. of India from time to time.
- 4. The taxes will be levied as per provision of Govt. of India Tax Rule.
- 5. The bidders should have the minimum turnover of Rs. 30 lakhs. each in the last 3 financial years i.e. (2018-19, 2019-20 and 2020-21). Proof of turnover duly certified by the Chartered Accountant shall be submitted.
- 6. The bidders should also have an experience of 3 Years in the similar field of providing such items Government Departments/Reputed Private Institutions shall be submitted.
- 7. The bidders should submit Audit Report duly certified by Chartered Accountant for the last three years and Certified copy of Income Tax Return (ITR) for the last three financial years i.e. (2018-19, 2019-20 and 2020-21).
- 8. Tender once submitted, it would be presumed to have understood and accepted all the terms and conditions given in the tender. No inquiry, verbal or written, shall be entertained in respect of acceptance/rejection of the tender.
- 9. Tenders not conforming to these requirements shall be rejected outright and no Correspondence thereof be entertained what so ever.
- 10. The Principal of the Kalindi College reserves the right to accept or reject any bid irrespective of its being lowest by taking into account the interest of the College which will be paramount and in this regard the decision of the Principal Kalindi College shall be final and binding on the all bidders.

GENERAL TERMS AND CONDITION (CONDITION OF CONTRACT)

1. **Prices:** The price should be quoted in net per unit in Indian Rupee F.O.R. Kalindi College University of Delhi (after breakup) and must include all Packing - Forwarding charges, Freight charges and delivery charges. The offer/bid should be exclusive of taxes and duties, which will be paid by the purchaser as applicable. However, the percentage of GST, DUTIES etc shall be clearly indicated separately as per the format of Financial Bid (BOQ): Annexure III in xls. The stores are required to be delivered at the Institute under the Suppliers' own arrangement, free of additional charges. No escalation in respect of materials, labour, freight etc. will be allowed in any shape. Rate of item should be quoted full quantity of item. Requirement will be evaluated item wise.

2. The Prices are to be quoted in Indian National Rupee (INR) in figures and words. In case of discrepancy, the rate quoted in words will be taken as valid. Over-writing /over-typing

or erasing of the figures which render it doubtful or ambiguous are not allowed and shall render the bid invalid.

Kalindi College university of Delhi will issue a valid declaration to this effect for availing exemption/ partial exemption, Therefore, It is mandatory to submit the price break-up only as in prescribed Format of Financial bid otherwise bid will be treated as invalid.

3. **Force Majeure:** The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

I. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

4. **Risk Purchase Clause:** In event of failure of supply of the item/equipment within the stipulated delivery schedule, the purchaser has all the right to purchase the item/equipment from the other source on the total risk of the supplier under risk purchase clause.

- 5. **Packing Instructions:** Each package will be marked on three sides with proper paint/indelible ink, the following:
- I. Item Nomenclature
- II. Order/Contract No.
- III. Country of Origin of Goods
- IV. Supplier's Name and Address
- V. Consignee details
- VI. Packing list reference number
- 6. **Documents:** The supplier shall submit the following documents, if not submitted, the Supplier will be responsible for any consequent expenses.
- I. 3 Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount.
- II. Acknowledgment of receipt of goods from the consignee(s) by the transporter.
- III. Manufacturer's/Supplier's warranty certificate.
- IV. Two copies of the packing list identifying the contents of each package.

7. **Delivery:** Supply and installation must be completed within 30 days from the date of award of the work to the successful bidder.

8. **Delayed delivery:** If the delivery is not made within the due date for any reason, the Committee will have the right to impose penalty 1% per week and the maximum deduction is 10% of the contract value / price.

9. **Resolution of Disputes:** The dispute resolution mechanism to be applied pursuant shall be as follows:

- I. In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Principal, Kalindi College and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
- II. In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.
- III. The venue of the arbitration shall be the place from where the order is issued.
- 10. **Supplier Integrity:** The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.
- **11.Installation & Demonstration:** The supplier is required to do the installation and demonstration of the instrument/equipment within week of the arrival of materials at the Kalindi College site of installation, otherwise the penalty clause will be the same as per the supply of materials.
- **12. Manual and Brochure:** Vendor should provide hard and soft copy of user manual in soft copy and hard copy also. Printed Brochure must be provided with the supply.
- **13. Training, demonstration and Maintenance:** Vendor should provide us training on operation and application at Kalindi College after installation, as in case may be. Vendor should be easily accessible and available on demand within 24 hours of any problem in the instrument. The service personnel should respond within 24 hours and be on campus within 48 hours for repairs.
- 14 **Warranty:** The complete Equipment/instrument and accessories excluding consumables should be under warranty for a period of Three (03) years or more from the date of installation. Extended warranty is preferable. In case of breakdown during the warranty period, a competent service engineer of the supplier should make as many visits as are necessary to rectify the problem and replace the faulty parts. But it should be repaired within 7 days from the date and time of complaint lodged by the user. The warranty should be comprehensive on site.

- 15. **Governing Language:** The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.
- 16. **Taxes and Duties:** Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., until delivery of the contracted Goods to the Purchaser. Kalindi College University of Delhi is eligible for availing exemption/partial exemption for GST; therefore, GST will be paid as per provision.
- 17. Payment: For Indigenous supplies, 100% payment shall be made by the Purchaser against delivery, inspection, successful installation, commissioning, and acceptance of the equipment at Kalindi College in good condition and to the entire satisfaction of the Purchaser and on production of unconditional performance bank guarantee and on receipt of the relevant Bill & Challan each in triplicate with other relevant documents. No advance payment will be made.
- 18. **Application Specialist:** The Tenderer should mention in the Techno Commercial bid the availability and names of Application Specialist and Service Engineers in the nearest regional office.
- 19. **Site Preparation:** The supplier shall inform to the Institute about the site preparation, if any, needed for the installation of equipment, immediately after the receipt of the purchase order. The supplier must provide complete details regarding space and all the other infrastructural requirements needed for the equipment, which the Institute should arrange before the arrival of the equipment to ensure its timely installation and smooth operation thereafter.

The supplier shall visit the Institute and see the site where the equipment is to be installed and may offer his advice and render assistance to the Institute in the preparation of the site and other pre-installation requirements.

- 20. **Defective Equipment:** If any of the equipment supplied by the Tenderer is found to be substandard, refurbished, un-merchantable or not in accordance with the description/specification or otherwise faulty, the committee will have the right to reject the equipment or its part. The prices of such equipment shall be refunded by the Tenderer with 18% interest if such payments for such equipment have already been made. All damaged or unapproved goods shall be returned at suppliers cost and risk and the incidental expenses incurred thereon shall be recovered from the supplier. Defective part in equipment, if found before installation and/or during warranty period, shall be replaced within 45 days on receipt of the intimation from this office at the cost and risk of supplier including all other charges. In case supplier fails to replace above item as per above terms & conditions, Kalindi College may consider "Banning" the supplier.
- 21. **Termination for Default:** The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
- I. If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser; or
- II. If the Supplier fails to perform any other obligation(s) under the Contract.

III. If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

- I. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- II. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.
- 22. **ACKNOWLEDGEMENT:** Receipt of the Order should be acknowledged within a week.

of SUPPLY OF EQUIPMENT FOR PHYSICS LABORATORY.							
S.NO.	List of	Technical Specifications	Qty.(Req.)				
	Apparatus						
1.	Vacuum Spin Coating setup with rotary pump	 Stainless Steel bowl (removable) size 6-inch die, with acrylic cover. Speed: 500-6000 RPM. (Optional up to 8000 rpm) Microprocessor Speed Control. Digital Speed Indicator. Vacuum Dial Gauge. Solenoid Vacuum Release Switch. Digital Timer 1 to 999 sec. Vacuum chuck: Derlin made circular substrate holders of Dia 1.0" & 2.0". Lid cover of acrylic with interlock safety switch Frame: Epoxy coated MS and Aluminum Facility for interlocking with Vacuum Pump. Tubing for Vacuum. Gas Purging Attachment. To operate on 230V + 10%, 1 phase 50Hz AC only. Vacuum Pump: Direct Drive, double stage rotary vacuum pump. Motor ^{1/4} HP Max. Vacuum = 730mm Hg. 	1				

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <u>https://eprocure.gov.in/eprocure/app</u>.

REGISTRATION

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to

obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with Website : www.kalindi.du.ac.in. their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact college at indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

Annexure-I

(Letter to the college on the vendor's/company letterhead)

The Principal, Kalindi College, East Patel Nagar, New Delhi-110008

Subject: Acceptance of Terms & Conditions mentioned in Tender Documents of "Tender for purchasing of item for Physics Department" vide NIT No __KC/phy/ e - procure /2022/007.

Dear Madam,

With reference to the above tender, having examined and understood the instructions, terms and conditions forming part of the tender, we hereby submitting our bids for the provision of purchase item for Physics Department in the Kalindi College as detailed in your above referred tender.

We undertake that we have never been black listed by any Government Department/Semi Government Department and any education institutions.

We confirm that our offer is in conformity with the terms and conditions as mentioned in your tender documents and if at any stage it is found that our tender is not as per the terms and conditions mentioned my tender may be cancelled. We also understand that the College is not bound to accept the offer either in part or in full and that the College has a right to reject the offer in full or in part without assigning any reasons whatsoever.

We further confirm that all the statements made and information supplied in the enclosed Annexures and additional data furnished herewith are true and correct. We understand that the Kalindi College is not bound to accept the lowest bid or any bid received by the College. We do hereby declare that there is no criminal legal suit pending or contemplated against us. We also hereby undertake that the Administrative Charges quoted in BOQ is more than 1% up to two decimals after considering all statutory obligations and security equipment.

Yours faithfully,

Authorized Signatory Name and Designation, seal of the firm)

PRICE BID UNDERTAKING

From: (Full name and address of the Bidder)

To,

The Principal Kalindi College, University of Delhi

Dear Sir/Madam,

I submit the Price Bid for purchasing lab item as envisaged in the Bid document.

2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.

3. I offer to work at the rates as indicated in the price Bid, inclusive of all applicable charges by whatever name called.

Yours Faithfully,

Signature of authorized representative with Office Seal

S.No.	Item	Unit	Quantity	ltem Rate	Тах	Total amount