



No. AUD/17-45/2015-16/ Battery RC /

Dated: 24 February 2016

To,

Subject: Notice Inviting Tender for supplying Batteries of Laptop Computers to Ambedkar University Delhi on rate contract basis

Ambedkar University Delhi (AUD) invites sealed quotations from competent & reputed manufacturers/ authorized distributors/ dealers for supplying Batteries of Laptop Computers on rate contract basis. Technical & Financial bids are required to be submitted in separate sealed covers addressed to the Registrar, Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006 so as to reach us on or before 28-03-2016 up to 4.00 pm, duly super scribing the work i.e. **“Technical Bid for supplying Batteries of Laptop Computers on rate contract basis”** and **“Financial Bid for supplying Batteries of Laptop Computers on rate contract basis”** on top of the cover.

Bidders should read the tender document carefully as enclosed and comply strictly with the conditions, while sending their bids. Clarifications, if any, may be sought from the AUD Admin Division on Telephone No 23863655. For any query regarding technical specification etc, IT Services, AUD may be contacted on Telephone No 23865083. Tender format can be downloaded from our website 'www.aud.ac.in'.

Deputy Registrar (Admin)

Copy forwarded to:-

1. Registrar, Ambedkar University Delhi
2. Controller of Finance, Ambedkar University Delhi
3. Director (IT Services), Ambedkar University Delhi

Terms & Conditions

1. Parties:

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

2. Contractor:

The term Contractor shall mean Company, Firm, Contractor or the party to whom the Contract is awarded and shall include his/ her/ their heirs, legal representative, assigns and successors.

3. Scope of Work:

Supplying Batteries of Laptop Computers to AUD on rate contract basis as described in Annexure-I.

4. Location:

The batteries will be supplied at the Kashmere Gate Campus of Ambedkar University Delhi.

5. Eligibility Criteria

(a) The invitation is open for competent & reputed manufacturers/ authorized distributors/ dealers for the supply of Batteries of Laptop Computers on one year rate contract basis.

(b) The supplier should have at least 03 years experience in supplying Battery for Laptops to a Government organization / PSU/ Autonomous bodies/ reputed educational institutions. The firm should be located in Delhi NCR.

6. Technical Bid

(a) The Technical bid, having details of the firm along with the EMD, should be submitted in the form given in Annexure-II.

(b) A bidder will submit EMD of Rs 5000/- in the form of Demand Draft/ Banker's Cheque along with the bid.

(c) The Technical bid (Part-I) will be opened at 3:30 PM on 10-03-2016 in the presence of intending tenderers, if any. The Financial bid (Part-II) of the tender will be opened after evaluation of the technical bids and only such bidders, whose bids are qualified in technical evaluation, shall be called for opening of their commercial bids.

7. Financial Bid

(a) The Financial Bid should be submitted in the form given in Annexure–III.

(b) The consolidated price quoted shall be firm and final and payable for the goods delivered & installed and shall include all taxes, duties, VAT etc. as applicable.

(c) If there is a discrepancy in rates between figures and words, the amount given in words will prevail.

8. Criterion for Evaluation of Tenders:

(a) The evaluation of the tenders will be made by a Tender Evaluation Committee first on the basis of technical information furnished in form given in Annexure–II, which is an eliminatory round, and then on the basis of commercial information furnished in form given in Annexure–III, for each item.

(b) As a part of the process to evaluate the technical bids, the Tender Evaluation Committee may invite the tenderers to make a presentation before it. Tenderer may also be asked to produce a sample of each item for inspection at the time of evaluation of bids.

(c) AUD will award the contract to the Bidder whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be competent to perform the contract satisfactorily. AUD shall however not bind itself to accept the lowest or any tender bid, wholly or in part.

(d) It must be kept in view that no decision will be given by the Tender Evaluation Committee. Any inferences drawn during the meeting of this Committee by the Bidders or their representatives will be their own view and the University will not be responsible and will not abide by the same.

(e) L 1 bidder will be decided separately for each item.

9. Bid Security/Earnest Money Deposit (EMD)

- (a) EMD of Rs 5000/- in the form of demand draft/ banker's cheque from any of the scheduled banks drawn in favour of "Registrar, Ambedkar University Delhi" shall accompany the technical bid.
- (b) A bid received without Bid security (EMD) shall be rejected as non responsive at the bid opening stage and returned to the bidder unopened.
- (c) The Bid security of the unsuccessful bidder will be discharged/ returned to them after finalization and award of the contract without any interest.
- (d) The bid security may be forfeited:
 - I. If a bidder withdraws his bid during the period of bid validity specified in the bid document;
 - II. In the case of successful bidder, if the bidder fails to sign the contract or furnish the Performance Security within the time specified in the document.

10. Performance Security Deposit (PSD)

- (a) PSD of Rs 15000/- will have to be made within 15 days on receipt of notification of award to ensure due performance of the contract.
- (b) PSD shall be in the form of Demand Draft/ Bank Guarantee payable to Registrar, Ambedkar University Delhi.
- (c) The PSD should remain valid for a period of ninety days beyond the date of completion of all contractual obligations by the supplier including warranty obligation, if any. EMD will be refunded to the successful bidder on receipt of performance security.
- (d) PSD will be released after all contractual obligations by the supplier are over. This can be withheld or forfeited in full or in part in case the supply order is not executed satisfactorily within the stipulated period.

11. Documents/ Certificates

The Tendering firms/ agencies are required to submit the photocopies of following documents, failing which their bids will be summarily/out-rightly rejected and will not be considered any further:

- (a) Copy of CST/ VAT/ TIN Registration Certificates.
- (b) Copy of PAN Card.

(c) Copies of Income Tax Returns filed/ Audited Profit & Loss Account Statements for last 3 financial years.

(d) Proof of experience in supplying Battery for Laptops to at least one Deptt./ Ministry of the Govt. of India/ Govt. of Delhi/ Public Sector Undertaking (PSU) (a copy each of at least one order received during each of last 3 years has to be attached).

(e) Declaration regarding blacklisting or otherwise.

12. Mode of submission of Tenders and last date

The tender bids, complete in all respects, should be submitted in the prescribed format along with all supporting documents. **The Technical & Financial bids should be kept in separate sealed envelopes.** Both these envelopes should be kept in a sealed cover addressed to the Registrar, Ambedkar University Delhi Lothian Road, Kashmere Gate, Delhi-110006 and should reach on or before 10-03-2016 by 3.00 pm.

13. Signing of the bids

(a) All pages of the bid document shall be numbered consecutively and shall be signed and stamped by the bidder as proof of having read the contents therein and in acceptance thereof.

(b) All entries in the bid form should be legible and filled clearly. If the space for furnishing information is not sufficient, separate sheet duly signed by the authorized signatory may be attached.

(c) The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case corrections shall be signed by the person/persons signing the bid.

14. Period of validity of bids

The bids submitted by the Bidders shall be valid for a minimum period of 90 days, computed from the date of award of the contract.

15. Rejection of incomplete and conditional tenders

The incomplete and conditional tenders will be rejected. Quoting unrealistic rates will also be treated as disqualification.

16. No withdrawal after submission of bids

Bidder shall not be permitted to withdraw his/ her/ their offer or modify the terms and conditions thereof after acceptance of tender. In case the Bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rate, the aforesaid amount of Earnest Money and Performance Guarantee, will be forfeited by the University. Besides this, the Bidder will also liable to be debarred/ blacklisted from participating in the tendering process of AUD in future or fined

17. Non acceptance of the tenders received after the last date

Tenders received after the closing date and time prescribed in the tender enquiry shall NOT be accepted under any circumstances.

18. Rates/ Prices

(a) The rates should be quoted in Indian Rupees only in words as well as in figures. Excise duty, sales tax, VAT as applicable should be quoted separately. If these levies are included in the price quoted without giving the break up details, such bids will summarily be rejected.

(b) Rates should be valid for at least one year. Rates valid for a shorter period shall be rejected as non-responsive. No claim for compensation or loss due to fluctuations or any other reasons/ causes will be entertained during the period of contract.

(c) If there is any downward revision or decreasing in prices or taxes, the firm will intimate AUD regarding change in prices and pass on the benefit to the University, failing which the rate contract may be cancelled.

(d) Rates should be quoted for free delivery at the store of Ambedkar University Delhi.

19. Extension of contract

The contract can be extended by mutual consent of both the parties, one year at a time, on the same terms and conditions.

20. Penalty

(a) It will be the responsibility of the Bidder to supply the item in accordance with supply order within stipulated time frame, otherwise, the University may impose penalty.

(b) If it is found the items are fake or of substandard quality and not conforming to the required specifications, the Contractor, will not only have to replace the fake/ substandard items with genuine ones but will also be liable to be blacklisted.

(c) A penalty of 20% of the value of P.Os shall be imposed for any substandard (inferior quality) / incomplete supply.

(d) The Contractor shall agree that the penalty @ 1% of the value of the delayed supply with reference to the delivery date given in the Purchase Order for up to 7 days and thereafter at the rate of two percent (2%) of the value of the delayed supply for each week of delay or part thereof shall be imposed, if he fails to deliver the same within the specified period mentioned in purchase order, subject to maximum extent of 5%.

(e) If the Contractor does not supply the items/ does not make available within the stipulated period as may be indicated by the Purchaser, the Purchaser reserves the right to arrange the supply from another firm and the bidder will have to reimburse the additional expenditure, if any.

21. Quality of Product

The battery to be supplied by the Contractor will be the one used by OEM in the Laptop computers and shall be of same brand, make and specifications.

22. Supply in Original Packing

The items shall be supplied in original packing from the manufacturer clearly indicating quality no., name of company, manufacturing date & Price. The supply shall be completed as prescribed in Purchase Order.

23. Purchaser's Rights

(a) AUD reserves the right to accept/ reject any or all the bids in whole or in part and annul the bidding process without assigning any reason whatsoever and is not bound to accept the lowest tender.

(b) AUD reserves the right to award the tender to more than one Bidder.

(c) AUD reserves the right to relax/ withdraw any of the terms and conditions mentioned in the Tender Document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.

(d) The tender document is valid for a period of six months from the date of issue. If Work order/ Supply order is not issued within this period, the process will have to start afresh.

(e) AUD reserves the right to blacklist a bidder for a suitable period in case the bidder fails to honour its bids without sufficient grounds.

(f) If a firm after award of the contract violates any of the terms & conditions, it shall be liable to be blacklisted and its EMD/ PSD shall be forfeited.

(g) All the items mentioned in the list should be genuine and of the specified branded company. If the material supplied is found to be of substandard quality, the same will be returned/ replaced and the AUD will not be responsible for any loss to the concerned supplier for such supply.

(h) The quantities of items have not been specified in the tender document, as the purchase shall be staggered depending upon the requirement.

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

24. Guarantee/ Warrantee

The guarantee/ warranty given on Batteries of Laptop Computers by the OEM will be run by the firm.

25. Mode of Payment

Payment against Bill/ Invoice shall be released only after receipt inspection and observance of satisfactory performance of the item. Payment will be made direct to the supplier through NEFT transfer only. No request for other mode of payment will be entertained. No advance payment will be made in any case.

26. Agreement

(a) The successful bidder shall sign the Agreement in accordance with form of Agreement given at Annexure V and submit the same to the Registrar, Ambedkar University Delhi within 15 days of the receipt of notification of award.

(b) The Registrar shall return the draft duly approved within ten days from its receipt and the successful bidder shall get the same engrossed, have the correct amount to stamp duly adjudicated by Superintendent of Stamps and thereafter return the same duly signed and executed on behalf of the successful bidder, all at his own cost within a week from the receipt of the approved draft.

27. General / others

(a) The bidders will be bound by the details furnished by him / her to the AUD, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be fictitious at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.

(b) In no circumstances, the firm shall appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice and performance security will be forfeited.

(c) All taxes and levies will be paid by the bidder only. No other charges such as Octroi, packing, forwarding, freight insurance, loading and unloading, entry tax, demo, etc. will be allowed. All these are to be borne by the tenderer only.

28. Force Majeure:

If, at any time during performance of the contract, the Contractor encounters conditions impeding timely execution of the work, he shall promptly notify AUD, in writing of the fact of delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Contractor's notice, AUD shall evaluate the situation and may at its discretion extend the time for completion.

29. Arbitration:

(a) If dispute or difference of any kind shall arise between AUD and the Contractor 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. The venue of arbitration shall be Delhi, India.

30. Legal Jurisdiction:

The agreement shall be deemed to have been concluded in the National Capital Territory of Delhi and all obligations hereunder shall be deemed to be located at the NCT of Delhi and the Court within NCT of Delhi will have jurisdiction to the exclusion of all other Courts.

Annexure I

Details of Batteries of Laptop Computers to be included in rate contract

S.No	Make	Model
1	Sony Vaio	VGN-CS 18GN/B
2	Sony Vaio	VPCW 216/T
3	Sony Vaio	VPCS 113FG/B
4	Lenovo	Thinkpad SL -410
5	Dell	Studio 1555, Model No. PP 39L
6	Dell	Inspiron 3542
7	HP	Probook 4420s
8	HP	Probook 4430s
9	HP	Probook 440 G1

Technical Bid

The technical bid shall contain following information in a sealed cover super scribed “**Technical Bid for supplying Batteries of Laptop Computers on rate contract basis**”. It shall consist of the following documents/ information:

1. Name & Postal address of Firm:

Telephones Nos.:

Fax Nos.

E-mail:

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. Details of turnover in the last three financial years (**indicate year-wise and attach audited document/ IT Returns**) :

9. At least one work order issued by Govt organizations/ PSUs/ Autonomous bodies/ reputed Educational Institutions in each of the last three years (Attach copies).

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

11. Has your organization been placed in defaulter category by any Govt. Department/ PSU? If not, please submit a certificate as per Annexure IV to this effect.

12. Are you related in any way with any staff member of AUD : Yes/ No.

13. The tender document should be **duly signed on each page.**

Check list

S. No.	Check list of documents/ Undertakings	YES/NO	Remarks (Give reasons if answer is No)
1.	Is demand draft/ banker's cheque for a sum of Rs 5000/- towards EMD, attached?		
2.	Is copy of Sales/ Service Tax Regn certificate/ TIN/ VAT No. attached?		
3.	Is copy of PAN No. attached?		
4.	Is audited accounts statement/ IT Returns of the last three financial years attached?		
5.	Is at least one work order issued by Govt organizations/ PSUs/ Autonomous bodies/ reputed Educational Institutions attached?		
6.	Whether list of three reputed clients (along with telephone numbers of contact persons) attached?		
7.	Is undertaking certifying that the firm is not black listed signed as per Annexure IV?		

Place : Signature of the Proprietor/ Authorized Signatory

Date : Rubber Seal indicating complete address

Financial Bid

The financial bid should be enclosed in a separate sealed cover super scribed “**Financial Bid for supplying Batteries of Laptop Computers on rate contract basis**”. Firms must clearly indicate in their offers the different taxes and duties which they propose to charge extra mentioning clearly the present rate(s) thereof. Vague offers like “duties as applicable” shall not be considered.

Ser No.	Description (Items/ Particulars)	Accounting Unit	Qty	Rate per Unit (Rs)	Taxes & Duties	Total cost (Rs)
1	Battery for Sony Vaio VGN-CS 18GN/B	Nos.	01			
2	Battery for Sony Vaio VPCW 216/T	Nos.	01			
3	Battery for Sony Vaio VPCS 113FG/B	Nos.	01			
4	Battery for Lenovo Thinkpad SL -410	Nos.	01			
5	Battery for Dell Studio 1555, Model No. PP 39L	Nos.	01			
6	Battery for Dell Inspiron 3542	Nos.	01			
7	Battery for HP Probook 4420s	Nos.	01			
8	Battery for HP Probook 4430s	Nos.	01			
9	Battery for HP Probook 440 G1	Nos.	01			

Signature :
Name & Designation :
Name of the Firm/ Agency :
Seal of bidder :
Date :

UNDERTAKING (To be submitted with Technical 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 educational institutions and no criminal case is pending against the said Firm/ Agency/ Company as on _____.

Signature of the Tenderer _____

Name of the Signatory _____

Name of the Firm/Contractor _____

Seal of the Firm/Contractor _____

Place:

Date: _____

Agreement to be signed for Rate Contract

<Stamp paper of requisite amount>

Rate Contract Agreement for Batteries of Laptop Computers

This agreement is made on _____ 2016 between the Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006 hereinafter referred to as "AUD",

and

M/s _____, a registered company with registered office at _____,

hereinafter referred to as "Contractor",

and both the parties as mentioned above set forth and agree to abide by the following terms of this agreement.

WHEREAS the contractor has tendered for providing Rate Contract of Batteries of Laptop Computers to the AUD as per the terms and conditions mentioned in the tender document. Whereas such tender has been accepted and the contractor has deposited with the Tendering Authority the sum of Rs. _____ (Rupees _____ only) as security for the fulfillment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

1. The contractor has accepted the contract on the terms and conditions set out in the tender notice no. _____ dated _____, which shall hold good during period of this agreement.
2. Upon breach by the contractor of any of the conditions of the agreement, the Tendering Authority may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the AUD to claim damages for antecedent breaches thereof on the part of the contractor and also to reasonable compensation for the loss occasioned by the failure of the contractor to fulfill the agreement as certified in writing by the Tendering Authority which certificate shall be conclusive evidence of the amount of such compensation payable by the contractor to the AUD.
3. Upon the determination of this agreement whether by effluxion of time or otherwise, the said deposit shall after the expiration of two months from the date of such determination be returned to the contractor but without interest and after deducting there from any sum due by the contractor to the Government under the terms and conditions of this agreement.

4. This agreement shall remain in force until the expiry of 12 months from the date of entering into the contract but the Tendering Authority may cancel the contract at any time upon giving one months notice in writing without compensating the contractor.

5. The Tendering Authority may give notices in connection with the contract. In consideration of the payments to be made by the AUD to the contractor as hereinafter mentioned the contractor hereby covenants with the AUD to provide the Services and to remedy defects therein conformity in all respects with the provisions of the Contract.

6. The Tendering Authority hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

7. If subject to circumstances beyond control (Force Majeure) the contract fails to deliver the services in accordance with the conditions mentioned in the tender, the Tendering Authority shall be entitled to render services from else other organization after giving due notice to the Contractor on the amount and at the risk of the Contractor without canceling the contract in respect of the consignment not yet due for delivery, or to cancel the contract.

8. In the event of action to be taken, the contractor shall be liable for any losses, which the Tendering Authority, may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note within the stipulated period for the purpose.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of duly authorized representatives on the day, month and year first before written.

Signed:

For and on behalf of
Ambedkar University Delhi

Authorised Signatory

Witness 1 _____

Witness 2 _____

For and on behalf of
M/s _____
Authorised Signatory

Witness 1 _____

Witness 2 _____