

## Guru Gobind Singh Indraprastha University ("A State University established by Govt. of NCT of Delhi") Sector 16-C, Dwarka, New Delhi-110 078 Ph: 011-25302149-150 Email: purchasebranch@ipu.ac.in Website: <u>www.ipu.ac.in</u>



Dated: 24.06.2025

### TENDER No. 01/PUR/GGSIPU/2025-26

## **E-TENDER (NIT)**

Registrar, Guru Gobind Singh Indraprastha University invites e-tender from OEM and or their authorized supplier/Distributors/Resellers under two bid systems (Technical & Financial) for the Supply, Installation, Testing and Commissioning of OMR & IMAGE SCANNER on buyback at Guru Gobind Singh Indraprastha University, Sector-16C, Dwarka, Delhi-110078. Tender document can also be downloaded from Delhi Govt. e-procurement website i.e.www.govtprocurement.delhi.gov.in. The details of Tender document can also be viewed from University Website http://www.ipu.ac.in.

1.	Name of work	Supply, Installation, Testing and Commissioning of OMR & IMAGE SCANNER on buyback at Guru Gobind Singh Indraprastha University, Sector-16C, Dwarka, Delhi-110078.
2.	The last date and time of uploading technical and financial bid on e- procurement website.	08.07.2025 Upto 2.00 p.m.
2.	Pre-bid meeting Date & Time	30.06.2025 at 11:00 a.m. Purchase Branch, Guru Gobind Singh Indraprastha University, Sector-16c, Dwarka, New Delhi – 110078.
3.	Date and time for opening of Technical bid	08.07.2025 at 02.30 p.m.
4.	Estimated Cost of Material	Rs. 25,96,000/- (inclusive of GST)
5.	Details of EMD	Rs.77,880/- i.e. 3% of the estimated cost of the material.
6.	The bids shall be submitted in two stages viz.(i) <i>Technical bid</i> (ii) <i>Financial bid</i> . Detailed specification of the item(s) to be supplied is placed at <u>Section-III Annexure-K</u> . The <b>Technical &amp; Financial bid should be uploaded on e-procurement website i.e.</b> <u>www.govtprocurement.delhi.gov.in</u> (No documents need to be submitted in hard copy). All the pages of the Technical Bid shall be numbered and indexed by the bidder failing which the Tender Evaluation Committee reserves the right to reject the bid.	
7.	Financial bid shall be opened after evaluation of technical bid and after pre-inspection of the products of the initially Qualified Bidder. The Bidder shall be considered Technically Qualified only after meeting the pre-inspection criteria. The date & time of pre-inspection will be notified to initially qualified bidders, thereafter on e-tender website www.govtprocurement.delhi.gov.in	



## TENDER DOCUMENT

## FOR

## Supply, Installation, Testing and Commissioning of OMR & IMAGE SCANNER (on buyback basis)

## AT

## Guru Gobind Singh Indraprastha University [A state University under Govt. of NCT of Delhi] Sector-16C, Dwarka, Delhi-110078

Dy. Registrar (Purchase) Room No. L 010, Ground Floor, Library Block, GGSIPU, Sector 16C, Dwarka, New Delhi 110078 Contact Nos.011 25302149-150 Email: purchasebranch@ipu.ac.in

## **INDEX**

S. No.	Description	Page No.
1.	NoticeInviting Tender	4
2.	Detailed Scope of Work	5
3.	Section-IInstructions to Bidders	6-7
4.	Eligibility Criteria for Technical Bid	8-9
5.	Opening of Technical Bids & Evaluation	10-16
6.	Section-IIInformation regarding Technical Eligibility	17-38
7.	Sector-IIITechnical Specification (Annexure-K)	39
8.	Section-IVFinancial bid (Annexure-L)	40



## **NOTICE INVITING TENDER**

Registrar, Guru Gobind Singh Indraprastha University invites e-tender from OEM and or their authorized supplier/ Distributors/Resellers under two bid systems (Technical & Financial) for the following on Supply, Installation, Testing and Commissioning basis:

- 1. Particulars of Items: Details of the items with specification is mentioned at Annexure-K.
- 2. Completion period: Supply, Installation, Testing and Commissioning within 30 days from the date of issue of award of the tender/issue of Purchase Order, whichever is later.
- **3.** Availability of Tender Document: Tender Documents with detail terms & conditions can be downloaded from Delhi govt. e-procurement website.
- 4. Qualification of the Tenderer: The bidder must upload the documents on e-procurement website as per the tender clause 13.
- 5. Validity Period of Offer: The rates offered in Part II (Financial bid) should be valid for one hundred and eighty (180) days from the date of opening of Part I (Technical bid) of the Tender.
- 6. Receipt and opening of Tenders: The Technical Bid will be opened on the same day at 02.30 pm.
- 7. GGSIPU reserve the right to accept or reject any or all the tenders wholly or partially without assigning any reason thereof.

## **DETAILED SCOPE OF WORK**

#### 8.0 Scope & Work

The work consists of:

8.1 Supply, Installation, Testing and Commissioning of OMR & IMAGE SCANNER with comprehensive warranty of 60 months at Guru Gobind Singh Indraprastha University, Sector-16C, Dwarka, Delhi-110078 as per specification in Section-III (Annexure-K) including supply of Software (licensed) for proper operation of the OMR and Image Scanner, if any.

#### 8.2 Specification for Work and Quality

The procurement of materials shall be either from the manufacturers or their main authorized dealers to ensure that no duplicate/spurious makes are used in the works. The entire work shall be with Comprehensive on-site warranty for a period of 60 months with liability of replacement or to the satisfaction of the University.

#### 8.3 Safety and Security

Safety and Security of workers/staff, material, equipments, etc. will be the responsibility of the bidder. The university will not be held responsible on this account

- 8.4 The University reserves the right, without being liable for any damages or obligation to inform the bidder, to:
  - (a) Amend the scope and value of contract to the bidder.
  - (b) Reject any or all the applications without assigning any reason.
- 8.5 Any effort on the part of the bidder or his agent to exercise influence or to pressurize the University would result in rejection of his bid. Canvassing to any kind is prohibited.
- 8.6 The commissioning and complete installation of all the equipment/machinery as per the setup finalized by the committee will be done by the supplier only.
- 8.7 The specifications of the all the machines provided by the Bidder shall match on the OEM's website alongwith the warranty of the machine. Any mis-match on this account will be treated as deficiency & shall make the product liable for rejection. The University will only accept the warranty given by the OEM & not by the seller/ successful bidder.
- 8.7 In case of software items, the suppliers should ensure that:
  - a) Legal software is supplied in original sealed pouches/pkt.
  - b) A license agreement is enclosed with it
  - c) A registration card is available in software.

#### **SECTION-I**

## **INSTRUCTIONS TO BIDDERS**

#### 9.0 Definitions:

- 9.1 GGSIPU means Guru Gobind Singh Indraprastha University, Delhi
- 9.2 University means Guru Gobind Singh Indraprastha University, Delhi
- 9.3 Employer means the Registrar, GGSIPU and his successor
- 9.4 **Bidder** means Manufacturer, OEM and authorized supplier of OEM Manufacturer/Vendor/Firm. The tenderer must enclose adequate documents to provide their authorization claim.
- 9.5 "Year" means "Financial year" unless stated otherwise.
- 9.6 Partial bids shall be summarily rejected. All the bidders must apply for complete scope of work.

#### 10.0 Who can apply:

- 10.1 <u>If the bidder is a proprietary firm</u>, the application shall be signed by the proprietor with his full typewritten name and the full name of his firm with its current address, Contact details etc.
- 10.2 <u>If the bidder is a firm in partnership</u>, the application shall be signed by all partners of the firm with their full typewritten names and current addresses, or alternatively, by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases, a certified copy of partnership deed and current address of all the partners of the firm should accompany the application.
- 10.3 <u>If the bidder is a limited company or a corporation</u>, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a certified copy of the power of attorney. The bidder should also furnish a certified copy of the Memorandum and Articles of Association duly attested by a Public Notary.

#### 10.4 Joint Venture/ Consortiums are not accepted.

#### **11.0** Sealing and Marking of Bids

11.1 Technical bid must be submitted on e-procurement website of each item and the respective Bid-Securing Declaration form for EMD.

#### 12.0 Bid Submission:

- 12.1 The document comprise of the technical bids alongwith Bid-Securing Declaration Form should be uploaded on e-procurement website i.e. <u>www.govtprocurement.delhi.gov.in</u> only (Not to be submitted in hard copy)
- 12.2 Technical bid must be uploaded on e-procurement website and EMD (with validity of 180 days i.e. bid validity period +45 days) in FDR/DD/online only should be submitted in the office.

- 12.3 (i) The prospective bidder may submit the EMD in the form of NEFT/RTGS/FDR/DD alongwith the prescribed format (Annexure-J) and upload the copy of the same alongwith Technical Bid documents.
  - (ii) The bidder shall submit "Earnest Money Deposit" alongwith covering letter in original (No other documents need to be submit in hard copy) in an envelope addressed to Dy. Registrar (Purchase), Guru Gobind Singh Indraprastha University, Sector 16-C, Dwarka, New Delhi-110078 only in case of EMD is in shape of FDR/ DD. The envelope should be super scribed "EMD for Tender of SITC of OMR & IMAGE SCANNER)".
  - (iii) EMD can also be deposited in online mode in University Bank Account as per details below:-

	RTGS/ECS Details		
1.	Accounts Holder Name	Registrar, Guru Gobind Singh Indraprastha	
		University	
2.	Account No.	927860555	
3.	IFSC Code	IDIB000G082	
4.	Bank Name	Indian Bank	
5.	MICR Code	110019071	
6.	Account type	SB (Saving)	
7.	CBS Code/ Branch	02029	
	Code		
8.	Branch Name &	GGSIPU, Sector-16C, Dwarka, New Delhi -	
	Address	110078	
9.	Banker's Phone No.	011-28035244	

#### (iv) EMD EXEMPTION:

- The bidder seeking EMD exemption, must submit the valid supporting document.
- Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
- For startups no relaxation in the turnover criteria or experience criteria shall be given.
- 12.4 The envelope containing EMD shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late or is declared non-responsive.
- 12.5 In case of submission of EMD Online (RTGS/ NEFT), there is no requirement of physical submission. A Declaration should be submitted with details of RTGS/ NEFT.
- 12.6 A pre-bid meeting shall be held on 30.06.2025 at 11:00 a.m. at Purchase Branch, Guru Gobind Singh Indraprastha University, Sector-16c, Dwarka, New Delhi – 110078 with the interested and prospective bidders to resolve their queries and issues clarification (if any).
- 12.7 The "Financial Bid" shall comprise of the price bids uploaded on e-tender website i.e. www.govtprocurement.delhi.gov.in
- 12.8 Each page of the Technical Bid, Tender Document must be signed by the authorized signatory of the bidder and shall be indexed properly. Incomplete tender bids or Bids without proper page numbering may be rejected as Technically Disqualified. No claim or requests shall be entertained later.
- 12.9 Conditions other than those laid down in the Tender document will not be entertained.

#### 13.0 ELIGIBILITY CRITERIA FOR TECHNICAL BID

The formats/Annexure for the documents to be submitted, with Technical bids are placed at (Annexure– A, A1, A2 to Annexure I):

13.1	Letter of Transmittal	Annexure –
	Declaration by Diddon	A Annexure –
	Declaration by Bidder	A1
	Compliance to Bid Requirement	Annexure – A2
	A declaration by the bidder that the item for which we have quoted our price in the Financial Bid would not be an item used so far for demo/any other purposes and will be unused (brand new).	Annexure – A3
	Organizational Structure: - Legal status of the company/ organization with legal proof along with certified copies.	Annexure - B
13.2	Income Tax Registration (PAN No. ),	Attach
	GST Registration Number	certified copies
13.3	<ul> <li>Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt. Organization / PSU / Public Listed Company for last 03 Financial years. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year.</li> </ul>	Annexure C
13.4	<ul> <li>Average financial turnover of Rs.52,00,000/- during the immediate last three consecutive financial years ending 31.03.2024, duly audited, signed &amp; stamped by a Chartered Accountant.</li> <li>The bidder should not have incurred losses in more than two years in the last 3 consecutive financial years along with copies of audited profit and loss account of last three years ending 31.03.2024.</li> </ul>	Annexure D
13.5	Firm should have executed at least one of the following in the last three years: One single order of similar work having value of Rs.20,76,800/- (i.e. 80% of estimated value) OR Two similar work having value of Rs. 15,57,600/- (i.e. 60% of estimated value). OR Three similar work having value of Rs.10,38,400/- each (i.e. 40% of estimated value). Explanation: • Same and Similar nature of items means the work of supply and installation of similar or equivalent items mentioned at Annexure-G in public sector undertaking, Govt. department, Educational Institutions, Research Institutional or in reputed private sector.	Annexure E

	• This should be certified by an authorized officer of the client organization on its letter-head. Work orders without proper completion certificate will not be considered.	
	• Bunching of work orders from same / one firm in a financial year or multiple financial years will not be considered for Clause 13.5. Further, escalation in cost due to any reason will not be considered.	
	• Clear-cut completion certificate with work order meeting the criteria should be submitted failing which the Tender Evaluation Committee is authorized to reject the bid.	
13.6	That the bidder/ organization has not been debarred or blacklisted by any of the Central/State Government/Departments /Organizations/Central or State PSU in last 3 years. In case the debarrement or blacklisted has been revoked by the department or court then it shall not be considered as blacklisting or debarrement. A declaration of fair business practice by the Bidder.	Annexure – F
13.7	An Undertaking (duly filled/ tick mark wherever applicable) is required to be submitted by the prospective bidders in the prescribed format as per Rule 144 (xi) of GFR 2017 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.	Annexure – I
13.8	The Manufacturer/firm/vendor should have an authorized service centre in Delhi/NCR only.	Attach copy of proof
13.9	The bidder shall upload the printed brochure / catalogue of the offered item as available on OEM website.	Attach copy of proof
13.10	Authorization letter of the OEM Upload Manufacturer authorization: Wherever Authorised Distributors/Resellers are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.	Attach copy of proof
13.11	<b>Comprehensive on-site warranty for a period of 60 months</b> from the last date of completion/ installation for all the items supplied as certified by the University.	Certificate to be given
13.12	The intending bidder must attach Income Tax return for the last three years with the bid document or Gross Annual Income Certificate for the last three years duly certified by the Charted Accountant.	Attach copy of proof
13.13	MII Purchase Preference	Yes
	Purchase preference to MII sellers available upto price within L1+ X% - 20% Maximum Percentage of Bid quantity for MII Purchase preference - 50%	

All the documents should be self attested by the bidder. University reserves the right to independently verify the documents submitted by the bidder form issuing authority.

#### 14.0 BUY BACK DETAILS OF EXISTING OMR & IMAGE SCANNER:-

- 14.1 The details of the existing OMR & IMAGE SCANNER for buyback is as under:
- 14.2 The buyback value of the existing machines is minimum Rs. 2,00,000/-.
- 14.3 The bidder may check the existing machines in the University before quote price in the Financial Bid. The machine shall be handed over in the "as it is where it is condition".
- 14.4 The bidder may quote the price for the required OMR & IMAGE Scanner (without GST) after deduction of Rs. 2,00,000/- (i.e. price of existing machines).

#### 15.0 OPENING OF TECHNICAL BIDS & EVALUATION:-

- 15.1 The details submitted by the bidders will be evaluated in the following manner:
- 15.2 The "initial eligibility criteria" prescribed in para **13.1 to 13.13 above** in respect of experience in similar class of works completed, financial turnover, profitability and valid registrations will first be scrutinized.
- 15.3 Examination of the specification of all the items will be done by specialized specification evaluation committee.
- 15.4 Even though any bidder may satisfy the above requirements, he/she would be liable to disqualification if he/she has:-
- 15.5 Misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document may lead to disqualification / rejection of the Bid at any stage or even after award of work and may lead to forfeiture of EMD/ Performance Guarantee as the case may be.
- 15.6 Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc. may also lead to disqualification or rejection of Bid.

#### 16.0 Opening of Financial bid and evaluation:

After the Technical evaluation of the bids and pre-inspection of the products, the University will open the 'Financial Bids' of all the bidders who have qualified in the Technical Eligibility Criteria as per Clause 13, at notified time, date and place, if any. **The lowest financial bidder total-wise for all the OMR & IMAGE SCANNER shall only be considered for award of work**.

#### 17.0 Earnest Money Deposit:

- 17.1 The Earnest Money Deposit (EMD) along with covering letter must be submitted in hard copy as per date and time mentioned above at **point No.12.3 to 12.5 and as per annexure-J.**
- 17.2 Tenders with no earnest money deposit will summarily be rejected. In case of successful bidder of the financial bids, the earnest money will be returned after obtaining the required 5% Performance Security in the form of FDR/BG (FDR/BG should be valid for a period of 62 months) from the date of installation.
- 17.3 In the case of unsuccessful bidders, the Earnest Money Deposit will be refunded without any interest.
- 17.4 Those firms/ suppliers which are registered with MSME /MSE for the items mentioned in the tender document, are exempted for submission of EMD only and are required to submit a copy of valid registration certificate in place of EMD as per GFR 170(i) and clause 12 (iii) of the tender document.

#### **18.0 Financial Bid:**

The bidder shall quote unit item rates in INR only. No alterations in the form of tender, in the schedule of quantities or additions (Financial Bid) etc. shall be permitted. In case of difference between the rates of items written in figures and in words, the rates of items written in words

shall be taken as correct. The rates quoted in schedule of quantity (Financial Bid) are for finished and completed items and no extra amount for cartage or transporting material, labour etc. shall be paid. The rates should be inclusive of all loads and lifts for all materials for the completed items and also include all taxes, insurance, royalties etc. as applicable. Indian Supplier has to quote the all inclusive of rate product i.e. freight, insurance, packing, handling, assembling, installation, commissioning upto the University or as given in the work order. Part bids or conditional bids shall be summarily rejected.

#### 19.0 General:

- 19.1 All information called for in the enclosed forms should be furnished against the relevant places in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against at the relevant place. Even if no information is to be provided in a column, a "Nil" or "No Such Case" entry should be made in that column. If any particular/query is not applicable in case of the bidder, it should be stated as "not applicable". The bidders are cautioned that incomplete information called for in the tender document or deliberate suppression of any information may result in the bid being summarily disqualified. Bids received after the expiry of the stipulated date and time mentioned in the tender document will not be entertained.
- 19.2 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialing with date and rewriting. Pages of the eligibility criteria document are to be numbered. Additional sheets, if any added by the bidder, should also be numbered. Bid should be submitted as a package with signed letter of transmittal.
- 19.3 References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by officer of the client organization with name & designation.
- 19.4 The bidder may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of tender document unless it is called for by the University.
- 19.5 Any information furnished by the bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering/taking up of any work in GGSIPU which may also result in forfeiture of performance security.
- 19.6 The successful bidder shall have to work in co-ordination and co-operation with any other agencies appointed by the University to work simultaneously in the same or adjoining area. The decision of the University in case of any dispute between the different agencies appointed by the University shall be final and binding.
- 19.7 Income tax, Works Contract Tax and any other tax at the rates in force during the progress of contract / **award of work** that will be in force from time to time shall be recovered / deducted from the released payment amount.
- 19.8 GST or any other tax on material applicable on the date of submission of bid in respect of this contract shall be payable by the bidder and University will not entertain any claim whatsoever in respect of the same.

- 19.9 The bidder shall have to make his own arrangement at no extra cost to the University for Supply & Installation at the site of work.
- 19.10 On acceptance of the tender, the name of the accredited representative(s) of the bidder who would be responsible for taking instructions from the University shall be communicated in writing to the Registrar.
- 19.11 If the bidder shall obtain a contract with GGSIPU as a result of wrong tendering or other nonbonafide methods of competitive tendering, the University reserves the right to terminate the contract may also forfeit the performance security.
- 19.12 Without prejudice to any of the rights or remedies under this contract if the bidder dies, the University shall have the option of terminating the contract without compensation to the legal heir of the bidder.
- 19.13 Escalation: Increase in rates of material / Labour shall not be payable on any account. Price quoted shall be firm and no escalation will be allowed on any account.
- 19.14 A bidder's bid security will be forfeited if the bidder: i) withdraws or amends its/ his tender; ii) impairs or derogates from the tender in any respect within the period of validity of the tender; iii) If the bidder does not accept the correction of his bid price during evaluation; and iv) If the successful bidder fails to sign the contract or furnish the required performance security within the specified period.

#### 20.0 Final decision making authority

The University reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders. No claim whatsoever will be entertained / paid by the university to the bidder (s).

#### 21.0 Summary Rejection of tender:

21.1 The tenders submitted without the form for Bid-Securing Declaration for EMD (Annexure-H) shall be summarily rejected. Similarly, if the bidder proposes any alternation in or additions to the prescribed form of tender or decline to carry out any work of the tender document; or any conditions mentioned, etc., his tender is liable to be rejected.

#### 22.0 Particular provisions

- 22.1 The University reserves the right to execute the work or reject the tender without assigning any reason or incurring any liability to the bidder.
- 22.2 The University has the power to make alteration in, omission from, addition of or substitution for the original specifications, drawings, designs.

#### 23.0 Amendment of tender document:

- 23.1 Before the deadline for submission of tender, the University may modify the tender document by issuing addenda.
- 23.2 Any addendum thus issued shall be a part of the tender document and shall be uploaded on the e-procurement website (www.govtprocurement.delhi.gov.in). Prospective bidders must visit the website before filling and submission of Tender Document for such information.

#### 24.0 Validity of Tender:

**One Eighty days** from the date of opening of **Technical Bid** of the tender. During this period no bidder shall be allowed to modify/ withdraw his tender.

**25.0 Pre-dispatch inspection at Seller:** Before dispatch, the University reserves the right to conduct for pre-dispatch inspection by the Authorized Representative (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative and the date for testing.

#### 26.0 Performance Guarantee:

- 26.1 The successful bidder shall be required to furnish a **Performance Guarantee of 5%** after successfully installation of the product at site. Performance Security should remain valid for a period of 60 days beyond contractual obligations of the supplier including warranty obligations i.e. 60 months onsite warranty. The Performance Guarantee shall be accepted in the following form and shall be in favour of "Registrar, GGSIPU", payable at Delhi with a validity of months as under:
  - i. Fixed deposit receipt (FDR) of a nationalized bank
  - ii. Bank Guarantee (As per Annexure-G)
- 26.2 Performance Guarantee will be refunded after completion of the warranty period i.e. 60 months comprehensive onsite warranty + 02 months beyond contractual obligations of the supplier including warranty obligations.
- 27.3 In case of non submission of Performance Guarantee a week from the installation of OMR & IMAGE SCANNER, the University shall deduct the same value from the Bill and process the release of remaining payment subject to the other conditions being satisfied.
- 27.4 In case a fixed deposit receipt/ Bank Guarantee of any bank is furnished by the bidder to the University as part of the Performance Guarantee and the Bank is unable to make payment against the said item. The loss caused thereby shall fall on the supplier and the supplier shall forthwith on demand furnish additional security to the University to make good the deficit.

#### 28.0 Warranty

- 28.1 The bidder shall provide **Comprehensive on-site warranty for a period of 60 months** for all items from the last date of completion/ installation as certificate issued by the University and shall be responsible for any defects that develop in the item. They shall also replace any defective part of the product supplied and other accessories, without any exception and recourse, free of cost.
- 28.2 The bidder is responsible for all packing, unpacking, assembly, installation of units. The bidder will test the products and accomplish the adjustments necessary for successful and continuous operation of the products supplied at all installation sites and shall ensure maintenance of the supplied products during the warranty period. All the repairing / replacing of defects shall be done by the bidder totally free of cost.
- 28.3 The Bidder will also depute Service Engineer/ Trained Personnel to carryout the services / problem resolution within the time period specified as per the Clause 30 of the tender and Annexure-K (Additional Terms and Conditions).

#### **29.0** Duration

The Supply, Installation, Testing and Commissioning under this tender are required to be completed <u>within 30 days</u> at GGSIP University, Sector-16C, Dwarka, New Delhi – 110078.

#### **30.0 Payment Terms**

- 30.1 The payment will be released after satisfactory complete installation, commissioning, training, receipt of performance guarantee and inspection by the University Inspection Committee.
- 30.2 Each invoice should be submitted in duplicate clearly specifying contact no, goods description, quantity, unit price, total amount, bank details along with warranty certificate, etc.
- 30.3 No advance payment will be made under any circumstances.
- 30.4 Payment with respect to the deployment of service engineer shall be made on half yearly basis to the successful bidder. Details of said deployment shall be as per the conditions mentioned in **Annexure-K**.
- 30.5 The Bidder shall at all times indemnify the University from any claims or liabilities which may arise or occur. Further, the bidder shall pay the personnel deployed salary as per their norms meeting all the statutory requirements under applicable laws. There shall be no employer-employee relationship between the University & the personnel deployed by the successful bidder.

#### **31.0 Delay and Non Conformance**

- 31.1 If the bidder fails to Install the OMR & IMAGE SCANNER with in the period specified in the Purchase Order, University shall without prejudice to its other remedies under the Purchase Order, deduct from the contract price, as liquidated damages, a sum equivalent to 1% (one percent) of the contract price of the delayed goods weekly or part thereof of delay until actual delivery. The penalties will be maximum of 10% of the contract amount / awarded value.
- 31.2 In case of extraordinary delay or beyond 90 days of stipulated delivery period, University reserves the right to terminate the contract, without any liability to cancellation charges, forfeit/en-cash the submitted Performance Guarantee and blacklist/debarred the defaulting firm.

#### 32.0 Services during warranty period

- 32.1 After having been notified of the defects/ service requirement during warranty period, Seller has to complete the required Service / Rectification within **05 days time limit**.
- 32.2 **Default in After Sales Services:** In the event of any default and/or unsatisfactory after sales service by the supplier/tenderer/vendor/firm, the Competent Authority will be at liberty to repair during warranty/get the item repaired/serviced from other source/party at the cost of vendor. All the cost has to be paid by the vendor / supplier of OMR & IMAGE SCANNER as the case may be. The successful bidders has to sign an irrevokable indemnity Bond with the University and shall be required to make good all the losses or expenses which the University may have to incur due to the unsatisfactory performance/ after sales by the Bidder.
- 32.3 If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security.

32.4

1.	If equipment standby is given within 24	"NIL" Penalty
	hours, Downtime is NIL	
2.	OMR & IMAGE Scanner	Rs. 1,000 per day after 48 hours for every
		day / part thereof.
	Cumulative Penalty cannot exceed more than 10% of the total contract value after	
	which the Buyer shall have the right to get the service / rectification done from	
	alternate sources at the risk and cost of the Seller besides forfeiture of Performance	
	Security. Seller shall be liable to re-imberse the cost of such service / rectification	
	to the Buyer.	

#### **33.0 Packing and Marking**

33.1 All packing should be strong enough to withstand rough handling during loading/ unloading and transporting. Fragile articles should be packed with special precaution and should bear the marking like Fragile, handle with care, This side up etc.

#### 34.0 Substitution and Wrong Supplies

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 and risk.

#### **35.0 Insurance, Freight and Deliveries**

- 35.1 The supplier shall make his own arrangements towards safe and complete delivery including insurance, freight, state level permits etc. as applicable at the designated locations indicated by University in the Purchase Order.
- 35.2 The bidder will keep University informed about changes, if any, in various stages of deliveries, installation.

#### 36.0 Arbitration and Settlement of Disputes:

- 36.1 University and the bidder shall make every effort to resolve amicably by direct information negotiation by difference or dispute arising between them under or in connection with the University order.
- 36.2 If after thirty (30) days from the commencement of such informal negotiations, University and the supplier are unable to resolve amicably the dispute, either party may require that the dispute be referred for resolution to the formal mechanisms as specified hereunder:
- 36.2.1 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 made in pursuance thereof shall be binding on the parties. The sole arbitrator shall be appointed by the Vice Chancellor, GGS Indraprastha University.
- 36.2.2 The performance under this contract shall not stop for any reason whatsoever during the said dispute/proceedings, unless the bidder is specifically directed by University to desist from working in this behalf.

- 36.2.3 The venue of arbitration 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 the jurisdiction of the Delhi Courts only
- 36.2.4 It is also a term of that if any fees are payable to the arbitrator, these 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 on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- **37.0** Force Majeure For purpose of this Clause, Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this Supply Order.

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

## **SECTION II**

### INFORMATION REGARDING TECHNICAL ELIGIBILITY (Annexure A to J)

## INDEX/ CHECK LIST (To be filled by the Bidder)

Claus e No.	Documents required	Annexures	Page Nos.
13.1	Letter of Transmittal	Annexure – A	
	Declaration by Bidder	Annexure – A1	
	Compliance to Bid Requirement	Annexure – A2	
	A declaration by the bidder that the item for which we have quoted our price in the Financial Bid would not be an item used so far for demo/any other purposes and will be unused (brand new).	Annexure – A3	
	Organizational Structure: - Legal status of the company/ organization with legal proof along with certified copies.	Annexure - B	
13.2	Income Tax Registration (PAN No. ),	Attach	
	GST Registration Number	certified copies	
13.3	Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt. Organization / PSU / Public Listed Company for last 03 Financial years. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year.       Annexure C		
13.4	Average financial turnover of Rs.52,00,000/- during the immediate last three consecutive financial years ending 31.03.2024, duly audited, signed & stamped by a Chartered Accountant. The bidder should not have incurred losses in more than two years in the last 3 consecutive financial years along with copies of audited profit and loss account of last three years ending 31.03.2024.	Annexure D	
13.5			
	Firm should have executed at least one of the following in the last three years: One single order of similar work having value		
	Rs.20,76,800/- (i.e. 80% of estimated value) OR		
	Two similar work having value of Rs. 15,57,600/- (i.e. of estimated value).	Annexure E	
	OKThree similar work having valueRs.10,38,400/- each (i.e. 40% of estimated value).		
	<b>Explanation:</b> • Same and Similar nature of items means the work of		

	<ul> <li>supply and installation of similar or equivalent items mentioned at Annexure-G in public sector undertaking, Govt. department, Educational Institutions, Research Institutional or in reputed private sector.</li> <li>This should be certified by an authorized officer of the client organization on its letter-head. Work orders without proper completion certificate will not be considered.</li> <li>Bunching of work orders from same / one firm in a financial year or multiple financial years will not be considered for Clause 13.5. Further, escalation in cost due to any reason will not be considered.</li> <li>Clear-cut completion certificate with work order meeting the criteria should be submitted failing which the Tender Evaluation Committee is authorized to reject the bid.</li> </ul>	
13.6	That the bidder/ organization has not been debarred or blacklisted by any of the Central/State Government/Departments /Organizations/Central or State PSU in last 3 years. In case the debarrement or blacklisted has been revoked by the department or court then it shall not be considered as blacklisting or debarrement. A declaration of fair business practice by the Bidder.	Annexure – F
13.7	An Undertaking (duly filled/ tick mark wherever applicable) is required to be submitted by the prospective bidders in the prescribed format as per Rule 144 (xi) of GFR 2017 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.	Annexure – I
13.8	The Manufacturer/firm/vendor should have an authorized service centre in Delhi/NCR only.	Attach copy of proof
13.9	The bidder shall upload the printed brochure / catalogue of the offered item as available on OEM website.	Attach copy of proof
13.10	Authorization letter of the OEM Upload Manufacturer authorization: Wherever Authorised Distributors/Resellers are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid. <b>Comprehensive on-site warranty for a period of 60</b>	Attach copy of proof Certificate to

	<b>months</b> from the last date of completion/ installation for all the items supplied as certified by the University.	be given
13.12	The intending bidder must attach Income Tax return for the last three years with the bid document or Gross Annual Income Certificate for the last three years duly certified by the Charted Accountant.	Attach copy of proof
13.13	MII Purchase PreferencePurchase preference to MII sellers available upto price withinL1+ X% - 20%Maximum Percentage of Bid quantity for MII Purchasepreference - 50%	Attach copy of Proof
	BID SECURING DECLARATION	Annexure-H
	FORMAT FOR DETAILS OF EMD	Annexure-J
	TECHNICAL SPECIFICATIONS	Annexure-K

#### LETTER OF TRANSMITTAL

From:

То

**The Registrar** GGS IPU Sector 16C, Dwarka, Delhi

Sub:Submission of Tender Document for "Supply, Installation, Testing and Commissioning of OMR & IMAGE SCANNER on buyback basis at Guru Gobind Singh Indraprastha University, Sector-16C, Dwarka, New Delhi-110078".

Sir,

Having examined the details given in Tender document for the above work, I/we hereby submit the relevant information:-

1. I/we hereby certify that all the statement made and information supplied in the enclosed annexure / forms accompanying statement are true and correct.

2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to Supply, Installation, Testing and Commissioning.

3. I/we submit the requisite certified solvency certificate and authorize the Registrar, GGSIPU to approach Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize the GGSIPU to approach individuals, employers, firms and corporation to verify our competence and general reputation.

Name & Signature(s) of Bidder(s) with seal

#### Annexure – A1

#### **DECLARATION BY THE BIDDER**

We \_\_\_\_\_\_ (Name of the Bidder) hereby represent that we have gone through and understood the Bidding Document (which in two parts) in Part-I (Commercial Section & Technical Section) and Part-II (Schedule of Quantities) and that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents.

We are submitting a copy of Bidding Document marked "Original" as part of our Bid duly signed and stamped on each page in token of our acceptance. We undertake that Part-I and Part-II of the Bidding Document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of Contract Agreement. Further, we shall sign and stamp each page of this Part-I and Part-II as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.

We further confirm that we have indicated prices in Schedule of Quantities and submitted in Price Bid in separately sealed envelope. We confirm that rate quoted by us includes price for all works/activities/supply etc. as mentioned in item description of the items in Schedule of Quantities.

SIGNATURE OF BIDDER	:
NAME OF BIDDER	:
COMPANY SEAL	:

Note : This declaration should be signed by the Bidder's representative who is signing the Bid.

#### **COMPLIANCE TO BID REQUIREMENT**

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Bidding Documents and Addendum to the Bidding Documents, if any, for subject work issued by GGSIPU.

We hereby further confirm that any terms and conditions if mentioned in our bid (Un-priced as well as Priced Part) shall not be recognized and shall be treated as null and void.

SIGNATURE OF BIDDER	:	<u></u>
NAME OF BIDDER :		
COMPANY SEAL	:	

#### **DECLARATION BY THE BIDDER**

We \_\_\_\_\_\_ (Name of the Bidder) hereby declare that the item for which we have quoted our price in the Financial Bid would not be an item used so far for demo/any other purposes and will be unused (brand new).

SIGNATURE OF BIDDER	:
NAME OF BIDDER	:
COMPANY SEAL	:

Note: This declaration should be signed by the Bidder's representative who is signing the Bid.

## <u>Annexure - B</u>

## **ORGANISATION STRUCTURE**

1.	Name & Address of the Bidder :
2.	Telephone No./Fax No./ e-mail :
3. ori a) b) c) d) e)	Legal status of the Bidder (attach copies of ginal document defining the legal status) An Individual A proprietary firm A firm in partnership A limited company or Corporation A Public Sector Undertaking
4. Org	Particulars of registration with various Government Bodies (Attach attested Photo Copy) ganization /Place of registration Registration No
5. B.	A. PAN No GST No
6. to b	Names and Titles of Directors & Officers with designation e concerned with this work. :
	Name & Designation of individuals authorized to act for the organization : attach power of attorney in favour of authorized representative duly signed by authorized natory)
cor	Has the Bidder ever required to suspend work a period of more than six months continuously after you nmenced the business? If so, give the name of the oject and reasons of suspension of work. :
par its	Has the Bidder, or any constituent partner in case of thership firm, ever abandoned the awarded work before completion? If so, give name of the project and reasons abandonment. :
part	Has the Bidder, or any constituent partner in case of nership firm, ever been debarred/ black listed for tendering in any ganization at any time? If so, give details.
par	Has the Bidder, or any constituent partner in case of tnership firm, ever been convicted by a court of law?so, give details.
13.	Any other information considered necessary but not included above. :

<u>Annexure – C</u>

#### DETAILS OF SUPPLY OF ITEMS (AS PER SPECIFICATION GIVEN IN SECTION III BELOW) IN LAST 03 (THREE) YEARS i.e. Financial Year 2021-22, 2022-23 and 2023-24

(I) S. No.	(ii) Postal address of client with contact numbers	(iii) Starting date	(iv) Scheduled completion date	(v) Actual completion date	(vi) Reasons for delay, if, any	(vii) Contract value	(viii) Contract goods/ items	(ix) Any other information	(x) Page nos.

Instructions – The above details should be properly indexed with page numbers, failing which the bids shall be summarily rejected

(Stamp, Name & Signature of Bidder)

### **DETAILS OF ANNUAL TURNOVER**

#### A. FINANCIAL DETAILS

Financial Years	Gross Annual Turnover (In Lakhs)	Profit/Loss (In Lakhs)
2021-2022		
2022-2023		
2023-2024		

# **B.** Audited balance sheet and profit & loss account for above three years to be submitted. Must be attested by the Chartered Accountant.

Signature & stamp by Chartered Accountant

(Stamp, Name & Signature of Bidder)

<u>Annexure – E</u>

SI. No.	Order No./dated	Name of the Organization	Description of Item	Order / Quantity	Total value Amount	Date of start	Date of completion	Attach work completion certificate on the letter head of the client Organisation	Performance Assessment for last 05 years.

(Stamp, Name and Signature of Bidder)

#### PERFORMANCE REPORT OF EACH WORK REFERRED IN ANNEXURE-C

1.	Name of work / Project & Location	:
2.	Name of Client and Address with contact details	:
3.	Agreement No./Work Order No.	:
4.	Value of work as per work order/ Award	: Rs.
5.	Total value of actual work done	: Rs.
6.	Date of start	:
7.	Date of completion	:
8.	Performance Report (Pls. tick one)	: (Outstanding/ Very Good/Good Satisfactory /Unsatisfactory/ Poor)

(Signature & Stamp of Director/Registrar/Admin.Officer/Ex. Engineer or Equivalent) With Phone No./Mob.No. & E-mail address

(Stamp & Signature of Bidder)

#### Dated:

#### Note:

- 1. This Annexure should be submitted separately for each work completed by the Bidder and the works indicated in the Annexure-C.
- 2. This ANNEXURE shall be signed & stamped by the Bidder's client not below the rank of Asstt. Registrar / Admn. Officer/ Executive or equivalent.
- 3. The Name, Address, Contact details (Mobile, Fax, E-mail, and Landline Phones) of Client should be indicated to facilitate confirmation of work.

#### Annexure -F

#### **DECLARATION FOR FAIR BUSINESS BY THE BIDDER**

This is to certify that We, M/s\_\_\_\_\_ in submission of this offer confirm that:-

- i) We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements;
- ii) We do not have records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
- iii) Business has not been banned with us by any Central / State Government Department/ Public Sector Undertaking or Enterprise of Central / State Government.
- iv) We have submitted all the supporting documents and furnished the relevant details as per prescribed format.
- v) The information and documents submitted with the tender by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
- vi) We understood that in case of any statement/information/document furnished by us or to be furnished by us in connection with this offer is found to be incorrect or false, our EMD in full will be fortified and business dealings will be banned.
- vii) We have not been punished / penalized by way of imprisonment in last three years.
- viii) We have not been blacklisted/ debarred by any of the Government/Public Sector Agency in last three years.
- ix) The proprietor/partners of the agency do not have any relative employee in the University.

SEAL, SIGNATURE & NAME OF THE BIDDER

Signing this document

#### Form of Performance Guarantee Bank Guarantee Bond

In consideration of the GGSIPU (hereinafter called "The University") having offered to accept the terms and conditions of the proposed agreement between ------ and ------ (hereinafter called "the said bidder(s)") for the work ------- (hereinafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs.----- (Rupees ------ (Rupees ------- only) as a security/guarantee from the bidder (s) for compliance of his obligations in accordance with the terms and condition in the said agreement.

We, ------ (indicate the name of the Bank) ------ (hereinafter referred as "the Bank") hereby undertake to pay to the University an amount not exceeding Rs.----- (Rupees ------ only) on demand by the University.

- 2. We, ------(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the University stating that the amount claimed is required to meet the recoveries due or likely to be due from the said bidder (s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.------ (Rupees ------- only).
- 3. We, the said bank further undertake to pay the University any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.

- 4. We, ------(indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the University under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Project-in-Charge on behalf of the University certified that the terms and conditions of the said agreement have been fully and properly carried out by the said bidder(s) and accordingly discharges this guarantee.
- 5. We, ------(indicate the name of the Bank) further agree with the University that the University shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the University against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said bidder(s) or for any forbearance, act of omission on the part of the University or any indulgence by the University to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

- 6. This guarantee will not be discharged due to the change in the constitution of the Bank or the bidder(s).
- 7. We, ------(indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the University in writing.
- 8. This guarantee shall be valid upto ------ unless extended on demand by the University. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.----- (Rupees ------ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the ----- day of ----- for ----- (indicate the name of the Bank)

#### Annexure – H

#### **BID SECURING DECLARATION**

Name of the Bidder Name of the Company Dated

Procurement of GOODS

## Form 1.2: Eligibility Declarations

(Ref ITB-clause 9.2)

(To be submitted as part of Technical bid)

(On Company Letter-head)

(Along with supporting documents, if any)

Tender Document No. Tend No./ xxxx; Tender Title: GOODS

Bidder's Name\_\_\_

[Address and Contact Details]

Bidder's Reference No.\_\_\_\_\_ Date......

Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.

### **Eligibility Declarations**

(Please tick appropriate boxes or cross out any declaration not applicable to the Bidder)

We hereby confirm that we are comply with all the stipulation of NIT-clause 3 and ITBclause 3.2 and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as may be requested:

- Legal Entity of Bidder:
- OEM/ Manufacturer/ Agent/ Dealership Status:
- We D are/ D are not a JV
- We solemnly declare that we (including our affiliates or subsidiaries or constituents):
  - are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
  - b) (including our Contractors/ subcontractors for any part of the contract):
    - (i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from participation in its Tender Processes; and/ or
    - (ii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.

[137]

- c) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document.
- We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.
- e) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.
- Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017: We certify as under:

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

- (a) we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;
- (b) we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

#### MSME Status:

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

- a) We are Micro/ Small/ Medium Enterprise/ SSI/ Govt. Deptt. / PSU/ Others:......
- b) We attach herewith, Udhyam Registration Certificate with the Udhyam Registration Number as proof of our being MSE registered on the Udhyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.
- c) Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners):.....

#### 7) Start-up Status

we confirm that we  $\Box$  are/ $\Box$  are not a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT.

#### Make in India Status:

Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related

notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

#### (a) Self-Certification for the category of suppliers:

(Provide a certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class-1 or Class-II Local Suppliers). Details of local content and location(s) at which value addition is made are as follows:

Local Conten	t and	%age	
Location(s) addition	of	value	

Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):

Class-I Local Supplier/

Class-II Local Supplier/

Non-Local Supplier.

#### (b) We also declare that

There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for an offered Goods, or

Use do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Goods.

#### 9) Self-Declaration by Indian Agents/ Associates of Foreign Principals

- (a) Self-attested documentary evidence about their identity (PAN, Aadhar Card, GSTIN registration, proof of address, etc.), business details (ownership pattern and documents, type of firm, year of establishment, sister concerns etc.) to establish that they are a bonafide business as per Indian Laws – are submitted as part of Form 1.1 annexed herewith.
- (b) Agency Agreement shall be submitted with Form 1.4. It shall cover
  - the precise relationship, services to be rendered, mutual interests in business - generally and/ or specifically for the tender and
  - (ii) any payment the agent or associate receives in India or abroad from the foreign OEM/ principal, whether a commission or a general retainer fee.
- (c) Our Foreign principals, explicitly authorizing us to make an offer in response to the tender, either directly or in association with them, are listed in Form 1.3 and 1.4 annexed herewith. That also indicates their name, address, nationality, status (i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal).
- (d) The amount of commission/ remoneration included in the price (s) quoted by Bidder for agents or associated bidder is detailed in Form 1.4.
- (e) Confirmation is given in Form 1.4 annexed herewith from the foreign principals that the commission/ remuneration, reserved for Bidder in the quoted price(s), if any, shall be paid by the Procuring Entity in India, in

equivalent Indian Rupees on satisfactory completion of the Project or supplies of Goods and Spares.

#### 10)Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this Tender Document.

(Signature with date)

(Name and designation)

Duly authorized to sign bid for and on behalf of

......

[name & address of Bidder and seal of company] DA: As in Sr 9 to 14 above, as applicable

#### Annexure-J

## FORMAT FOR DETAILS OF EMD

Details No	of EMD	applied	by M/s		as per E-Tender
Sl.No.	Description	Qty.	Please Tick Applied ()/ Not applied (x)	EMD Amo unt	Mode of Payment (DD/FDR/NEFT /RTGS)
1.	OMR & IMAGE SCANNER	02			

## (SEAL, SIGNATURE & NAME OF THE BIDDER)

#### **Annexure-K**

#### SECTION III

<b>TECHNICAL SPECIFICATIONS</b>	

SI. No	SPECIFICATIONS	Quantity	Total Estimated price (inclusive of GST)	EMD (Rs.)@3%
1.	<ul> <li>OMR &amp; IMAGE SCANNER</li> <li>i. 6600 sheets per hour scan rate.</li> <li>ii. Dual side OMR and Colour Image.</li> <li>iii. Image output 600 dpi colour, 256 level grayscale</li> <li>iv. Transport Printer</li> <li>v. 500 sheets Automatic input</li> <li>vi. Barcode through Software (dual side and</li> </ul>	02	Rs. 25,96,000/-	Rs. 77,880/-
	<ul> <li>vii. Darcode unough Software (dual side and any orientation including 2 D Barcodes.</li> <li>vii. USB 3.0 connectivity</li> <li>viii. Universal power, 100-240 VAC, 47-63 Hz.</li> <li>ix. Scantools 64 bit software</li> </ul>			

## Additional Terms and Conditions

- 1. The bidder shall provide **Comprehensive on-site warranty for a period of 60 months** on all items from the last date of installation and shall be responsible for any defects that develop in the item. They shall also replace any defective part of the product supplied and other accessories, without any exception and recourse, free of cost. The period of warrantee will automatically treated as extended beyond 60 months if the equipments under this tender remain non functional more than 15 days after reporting non-functional.
- 2. All technically qualified bidder(s) will be informed for pre-inspection of their product to check the compliance of product configuration along with additional terms and conditions points mentioned in the tender. During pre-inspection, if any bidder(s) fails to meet the compliance of the requested product configuration and additional terms and conditions of tender, then the bid of the respective bidder shall be stand rejected.
- **3.** The University reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

#### **SECTION IV**

#### FINANCIAL BID

#### <u>Supply, Installation, Testing and Commissioning of OMR & IMAGE SCANNER at Guru</u> <u>Gobind Singh Indraprastha University, Sector-16C, Dwarka, New Delhi-110078.</u>

(I) S. No.	(II) Description	(III) Qty.	(IV) Unit Cost (in Rs.)	(V) GST	(V) Unit Cost with GST	(VI) Total Cost with GST (in Rs.)		
1.	OMR & IMAGE SCANNER (on buyback basis) (The bidder may quote the price for the required OMR & IMAGE Scanner (without GST) after deduction of Rs.1,00,000/- for 2 machines (i.e. per machine buyback value of existing machine) without the comprehensive maintenance contract for 5 years).	02						
2.	Cost of C.M.C. for 05 years	02						
Total cost (without GST)								
GST								
				Total	(with GST)			

#### Note:-

- 1. The **Total wise** lowest financial bidder shall only be considered for award of work.
- 2. The rate of item should be inclusive of all taxes, packing forwarding, transit etc.
- 3. The bidder shall provide Comprehensive on-site warranty for a period of **60 months** on all items from the last date of installation and shall be responsible for any defects that may develop in the item. They shall also replace any defective part of the product supplied and other accessories, without any exception and recourse, free of cost. The period of warrantee will automatically treated as extended beyond 60 months if the machines remain non functional more than 15 days after reporting non-functional.
- 4. The rates of the items supplied by the bidder through local market/India must be quoted in INR only.
- 5. The bidder may inspect the machines identified for buy back in coordination with Incharge, EDP, GGSIPU, Dwarka at a mutual convenient time. The machine will be handed over on 'As & where is Basis''.

#### (SEAL, SIGNATURE & NAME OF THE BIDDER)