



**GHANI KHAN CHOUDHURY INSTITUTE OF ENGINEERING & TECHNOLOGY**  
(CFTI, Estd. by MHRD, Govt. of India)  
Narayanpur, Malda-732141, West Bengal, India

**Tender ID: 2018\_GKCIE\_387389 Date: 08.12.2018**

**TENDER NOTICE**

**Tender Enquiry for Supply and Installation of Furniture for Computer Lab & Engineering Drawing Lab and AC**

For and on behalf of GKCIET, Malda, invites **open tenders** for the supply of **Furniture for Computer Lab & Engineering Drawing Lab and AC**. The bid documents for technical bid and price bid separately should be sent directly to the Chairman, Central Tender cum Purchase Committee, GKCIET, Malda under Sealed Cover duly super scribed with "**Tender for Supply and Installation of Furniture for Computer Lab & Engineering Drawing Lab and AC**", "**Tender ID, Date**", and "**The Due Date**". The bids should be submitted in hard copy directly or through Registered Post to the **Chairman, Central Tender cum Purchase Committee, GKCIET, Narayanpur, Malda-732141, West Bengal, India.**

**Important Dates**

| Event                              | Date  | Time       | Venue   |
|------------------------------------|---|------------|---|
| Date of Publication                | 08/12/2018  | -          | -   |
| Pre-bid Conference                 | 20/12/2018  | 01:00 PM   | Seminar Hall, Academic Block-A, GKCIET, Malda |
| Bid submission end date            | 31/12/2018  | 12:00 Noon | -   |
| Technical bid opening date         | 31/12/2018  | 01:00 PM   | Seminar Hall, Academic Block-A, GKCIET, Malda |
| Price (financial) bid opening date | To be informed to technically successful bidder by mail and phone |            | Seminar Hall, Academic Block-A, GKCIET, Malda |

**IMPORTANT NOTES:**

1. Tender Documents can be downloaded from GKCIET website <http://www.gkciet.ac.in>. or from the Central Public Procurement e-Publishing Portal [www.e-Publishing.gov.in/](http://www.e-Publishing.gov.in/) under **Tender ID: : 2018\_GKCIE\_387389 dated 08.12.2018**. However, the bidding process (submission and finalization) will be done in offline mode at the office of GKCIET, Malda.
2. GKCIET will assess the ability of the agencies to render the requisite services based on its past record, profile and on such other criteria and only those found fit will be considered.
3. GKCIET reserves the right to accept / reject any or all the tenders in part /full without assigning any reason thereof, revise the requirement of service at the time of placing the order, modify, relax or waive any of the conditions stipulated in the tender specification, wherever deemed necessary and award contracts to one or more bidders for the items covered by the tender.
4. This Tender Notice is being simultaneously published on e-publishing module of CPPP Portal also (**Tender ID: 2018\_GKCIE\_387389 dated 08.12.2018**).

Chairman  
Central Tender cum Purchase Committee, GKCIET  
Place: Malda  
Date: 08.12.2018

**INSTRUCTION TO BIDDER**

The tender shall be submitted in accordance with these instructions and any tender not confirming to the instructions as under is liable to be rejected. These instructions shall form the part of the tender and the contract.

1. Please go through the enclosed "bid document" carefully for other bidding instructions.
2. **IMPORTANT NOTE:** Being a Two-Part Tender (techno-commercial and price bid), bids received in sealed envelope only will be considered. Bids in any other form sent through email/ fax etc. will be rejected. Please note carefully that;
  - Quotations received without prescribed form will not be considered.
  - No request for extension of the due tender date will be considered.
  - In the event any date indicated above is declared as holiday, the next working day at Institute shall be considered as the due date for receiving & opening of tenders.
  - The bids shall be opened on date and time as mentioned above. The bidders who wish to attend the bid opening may present themselves or send their authorized representatives with an authority letter.
  - The Tenders/Quotations received incomplete and/or received after due date and time shall be summarily rejected.
3. The bid should remain valid for a period of **180 days** from the date of opening. In case your offer has a different validity period that should be clearly mentioned in the quotation. Validity period may also be extended without change in bid prices, if required on mutually agreed basis only.
4. The bids may be dropped in the Tender Box kept in the office of GKCIET, Malda on any normal working day that is Monday to Friday except holidays (from 10 AM to 5 PM) of the Institute. The bids may also be submitted in hard copy through Registered Post or Speed Post to the Chairman, Central Tender cum Purchase Committee, GKCIET, Narayanpur, Malda-732141, West Bengal, India. Bids reaching after bid submission end date through post will not be accepted. It is strictly advised do not hand over the quotation to any person by hand.
5. **Clarification of bidding documents:** If a prospective bidder requires any clarification in regard to the bidding documents, they may mail to [ctpc.gkciet@gmail.com](mailto:ctpc.gkciet@gmail.com) at least 10 days before the deadline for receipt of bids or may meet at office of Store Section, GKCIET, Narayanpur Campus, Malda West Bengal on any working day between 11.00 AM to 3:00 PM.
6. **Amendment of Bidding Documents**
  - Any change/corrigendum/extension of opening date, if issued any for the tender, shall form part of the Tender Document. Any amendment will be notified on GKCIET website (<http://www.gkciet.ac.in>). Bidders/Tenderers are requested to visit GKCIET website regularly and note the corrigendum/amendments to the tender without fail and submit the offer accordingly. GKCIET will not be responsible for ignorance of corrigendum.
  - At any time prior to the deadline for submission of bids, the Institute may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Bidder/Tenderer, modify the bidding documents by amendment. The same would also be posted on the website of the Institute and all prospective bidders/tenderers are expected to surf the website before submitting their bids to take cognizance of the amendments. Bidder/Tenderer who has submitted bids before publishing the amendment may revise their bid incorporating the amendments before the last date of tender.

- In order to allow prospective Bidder/Tenderer's reasonable time in which to take the amendment into account in preparing their bids, the Institute, at its discretion, may extend the deadline for the submission of bids and host the changes on the website of the Institute, if required.

## 7. Bid Security (BS)/(Earnest Money/ EMD)

- i) The Bidder/Tenderer shall furnish, as part of its bid, a bid security (BS) of **3.0 %** of gross bid value has to be submitted as BS (Earnest money Deposit/EMD). Gross bid value means **F.O.R. GKCIET, Malda final price.**
- ii) In the case of foreign bidders/tenderers, the BS shall be submitted either by the principal or by the Indian agent and in the case of indigenous bidders/tenderers; the BS shall be submitted by the manufacturer or their specifically authorized dealer/Bidder/Tenderer.
- iii) The BS shall be in Indian Rupees. The BS shall be in one of the following forms at the Bidder/Tenderers' option:
  - (a) A Banker's cheque or demand draft in favour of the Account Officer, GKCIET, Malda
  - (b) FDR in favour of the Account Officer, GKCIET, Malda
- iv) The BS should be submitted in its original form. Copies shall not be accepted.
- v) ***Any bid without EMD or bid not secured in accordance with above will be rejected by the Institute as non-responsive.***
- vi) The BS of unsuccessful Bidder/Tenderer will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity or placement of order whichever is later.
- vii) The successful Bidder/Tenderer's bid security will be discharged upon the Bidder/Tenderer furnishing the performance security.
- viii) The BS may be forfeited if a Bidder/Tenderer withdraws or amends or impairs or derogates its bid during the period of bid validity specified by the Bidder/Tenderer on the Bid.

## 8. Sealing and Marking of Bids:

In a two bid system, all Bidders/Tenderers are requested to follow carefully the following instructions before preparing their offer.

### Part I: Technical & Commercial Bid

#### Part - (a) Technical

- i. This part should contain detailed specifications of the items quoted by you along with technical literature and leaflets.
- ii. A compliance statement showing the compliance of the item quoted by you with that of item tendered by us should be prepared and enclosed to this.
- iii. Any other information called for in the tender related technical and commercial specifications can also come in this part.
- iv. ***Prices should NOT be indicated in this cover.***

#### Part - (b) Commercial terms: (WITHOUT PRICE)

- i. The commercial terms applicable for the items quoted by you should be indicated in this part.

- ii. If any compliance statement is called for the commercial terms/contractual terms and conditions, the same is to be attached in this part.
- iii. **Prices should NOT be indicated in this part.** However, a copy of unpriced bid (without prices) must be enclosed (filled by the word "Quoted" against the item being quoted) in this part to enable to understand whether all the items required to be quoted by you have been quoted in the price bid.
- iv. The Commercial terms such as delivery terms, delivery period, payment terms, Warranty, validity of the offer, installation & commissioning, duties and taxes etc., shall come into this.
- v. The required EMD should be enclosed.
- vi. The Tenderer/ bidder need to submit the following certificates along with the Tender Documents to confirm their eligibility in this part :
  - Proof of establishment of Firms/shop/business/ manufacturing unit etc. and Dealership Certificate from the principals etc.
  - Proof of registration with any other central government organization (if any)
  - Photocopies of purchase orders received from any central govt. organization to the firm (if any).
  - The tenderer must have latest VAT/Sales Tax Clearance certificate alongwith copy of Registration certificate under Sales Tax.
  - Goods & Service Tax registration certificate, EPF registration certificate, ESI registration certificate, etc. should be enclosed.
  - The tenderder must submit the blacklisting certificate if they are blacklisted from any Govt. Organization.
  - The bidder should enclosed proof of turnover by way of Audited Balance Sheet/Auditor's certificate, if required.
  - The bidder should enclosed Photocopy of PAN card issued in the name of the bidder's firm.

**Note:**

- Technical Specifications and terms & conditions as above should be very clearly reflected item-wise with reference to the items called for in the tender.
- Please note that the **PRICE SHOULD NOT BE** indicated in this part.
- Technical and Commercial part as described above shall be prepared and put it in a sealed cover.

**Part II: Price Bid**

The prices applicable for the items, item-wise in response to the tender shall come into this part in the prescribed format only. ***Bid will be rejected if rates are not quoted in the prescribed format.*** Tenderer shall indicate very clearly item-wise prices with reference to their technical offer.

9. The bidders should quote their offer/rates in clear terms without ambiguity.
10. The rates should be **quoted both in figures and words** and legibly written without any over-writings. In case of any correction, the same must be attested by the bidder with full signature. However, no over-writing is permissible. Manufacturer's price-list, where applicable, should be submitted along with the bid.

11. In case of any discrepancy between the rates in figures and that in words, the rate in words will be accepted as correct.
12. Each bidder shall submit only one bid against a particular work. A bidder, who submits more than one bid for a particular work will in the tender, shall be disqualified and considered non-responsive.
13. ***The bidder has to sign in full at all pages of the bidding document.***

#### **14. Bid Prices**

- (i) The Bidder/Tenderer shall indicate prices in the prescribed format only.
- (ii) Prices indicated on the price-schedule form shall be entered separately in the following manner:

##### **(a) For Goods being offered from India/ abroad in INR**

- (b) The price of the goods quoted (**refer Annexure 4**) should be FOR GKCIET, Malda inclusive of all taxes (GST, Custom etc), charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination including installation, commissioning, training charges etc , if any.

##### **(b) For Goods being offered from abroad in currency other than INR**

- i. The price of the goods, quoted on FCA (named place delivery abroad) or FOB (named port of shipment), as specified in the price schedule form (**refer Annexure 5**). The price should be FOR GKCIET, Malda inclusive of all taxes, charges for insurance and transportation of the goods, agency commission, installation, commissioning, training charges etc if any.
  - ii. The terms FOB, FCA, CIF, CIP etc. shall be governed by the rules prescribed in the current edition of the Incoterms published by the International Chambers of Commerce, Paris.
  - iii. Prices quoted by the Bidder/Tenderer shall be fixed during the Bidder/Tenderer's performance of the Contract and not subject to variation on any account.
  - iv. If at any stage of the price quoted GST applicable, it should be clearly mentioned.
15. Conditional discount, if any, offered by the bidder shall not be considered at the time of evaluation.

#### **16. Responsiveness of Bids**

- (i) Prior to the detailed evaluation, the Institute will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:
  - (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
  - (b) limits in any substantial way, inconsistent with the Bidding Documents, the Institute's rights or the Bidder/Tenderer's obligations under the Contract; or
  - (c) if rectified, would unfairly affect the competitive position of other bidders/tenderers presenting substantially responsive bids.
- (ii) The Institutes' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- (iii) If a bid is not substantially responsive, it will be rejected by the Institute and will not subsequently be made responsive by the Bidder/Tenderer by correction of the material deviation, reservation or omission.

## 17. Evaluation and comparison of bids

- (i) A two stage procedure will normally be adopted:

### Stage-I: Commercial and Technical Evaluation

- a) Evaluation of Technical Bids to assess their suitability against the laid down parameters.
- b) Tenderers must ensure that they enclose all original technical literature and detailed documentary proofs which specifically bring out the compliance of the equipment being offered against the specifications. If necessary the Tenderers may be directed to give a presentation for evaluation by a technical committee constituted for the purpose.
- c) In case it is not possible to verify compliance of equipment as per technical bid due to lack of adequate documents, in original no reference will be made to tenderer and the bid will not be considered further and **treated as cancelled**.

### Stage-II: Financial Evaluation

- a) The price bids of only those firms found meetings the laid down specifications at stage I shall be opened, evaluated and considered further.
- (ii) It is in the tenderers interest to include all relevant and detailed technical data as supporting documents along with their bid.
- (iii) To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology shall be permitted.
- (iv) The bids shall be evaluated on the following basis which shall be arrived as under:

#### For goods being offered from India:

Goods price will be calculated **FOR GKCIET, Malda**. Lowest bid (L1) will be deciding by the price of the goods quoted should be **FOR GKCIET, Malda** inclusive of all taxes (GST & Custom Duty, etc), charges for inland transportation, installation, commissioning, training charges, insurance and other local services required if any for delivering the goods at the desired destination as specified in the price schedule Price Bid format.

#### For goods being offered from Abroad:

- a. In case of goods being offered from abroad, Lowest bid (L1) will be decided based on total cost at GKCIET, Malda, that include basic price of goods, freight and Insurance up to Indian Airport/port (CIF/CIP value up to Indian airport/port), custom duty and other taxes as applicable etc., Inland transportation and insurance up to GKCIET, Malda, packaging, forwarding, agent commission for custom clearance and installation, commissioning and training charges if any.
- b. **Conversion to Single Currency:** To facilitate evaluation and comparison, Bids quoted in foreign currency will be converted into Indian Rupees at the selling exchange rate established by Reserve Bank of India on its website, on the date of price bid opening.
- c. In case charges for packing, forwarding, transportation inside India, custom clearance charges or other incidental charges are quoted extra in addition to the quoted rates, the amount thereof must be specified. Packing, forwarding, freight, entry tax etc., when quotes separately are reimbursable at actuals after production of original receipts/invoices. If external agencies are employed, their receipts must be enclosed with the invoice.

- d. If vender wishes, he/they may alternatively, quote price of imported items in Indian rupees. In this case item may be treated as offered from India. Payment will be released accordingly.

**Note:** *Where there is no mention of packing, forwarding, freight, transportation, insurance charges, taxes etc. such offers shall be REJECTED as incomplete.*

- 18. Packing & Marking:** The packing and preservation of the supplied goods shall be airworthy/ seaworthy /roadworthy (as the case may be) so that it may provide their safety during transit period. The seller shall guarantee that the packing is strong enough to withstand the safety of the goods during transport. The packing should satisfy the security seal in the clearing warehouse and shall carry the fragile or other markings as required.

Each packing case shall have labels as follows:

Contract No. \_\_\_\_\_

Consignee: Name of the Division/Unit \_\_\_\_\_

- 19. Pre-dispatch inspection:** The Institute reserves right to conduct pre-dispatch inspection of goods and the vender must facilitate it at GKCIET's cost for pre-dispatch inspection. In the event of joint inspection at the consignee's location, the personnel of successful tenderer must be able to unpack, assemble and demonstrate the use of the equipment fully and identified each Part/Machines supplied. Any consumables that are essential will be provided by the supplier free of cost.

## 20. Clearance and delivery

- i) The supply should be delivered at GKCIET, Narayanpur, Malda, West Bengal – 732141 and the supplier shall be responsible for damage during the transit of goods. In case of receipt of materials in damaged condition the suppliers will have to arrange the replacement of goods free of cost. All expenses in this regard will be borne by the supplier.
- ii) On arrival of shipment/consignment, the supplier is required to arrange custom clearance and transportation of the consignment up to GKCIET, Malda premises. The Tenderer/ bidder will do all types of clearance work and **formalities to deliver/provide the equipment at the site of installation. The expenses incurred will be reimbursed on actual basis not exceeding the quoted amount.** Institute will provide all types of documentary support including Customs Duty exemption certificate. The custom duty, demurrage (in case of delay in release of custom duty to the custom department by GKCIET, Malda) and government taxes/levies (if any) will be paid extra by the buyer after as per term of payment. Please note that the State of Chhattisgarh may charge entry tax on all goods entering the State. This may be included in your quotation as a separate item. Entry Tax will be reimbursed on production of proof of payment. **Principals will themselves have to procure any requisite permission from the Govt. of country of origin of equipment.**
- iii) All the communications with respect to the delivery of items shall be addressed to:

**The Controller, Store & Purchase  
Ghani Khan Choudhury Institute of Engineering & Technology  
Narayanpur, Malda - 732 141. West Bengal, India**

## 21. Guarantee/Warranty Period:

- (i) The warranty period should be minimum **One (1) year** with spares or as mentioned in technical specifications (whichever is higher) from the date of installation with satisfactory

performance as per specifications. For standard items which carry warranty of more than **one year**, standard warranty shall be applicable.

- (ii) Except otherwise provided in the invitation to tender the contractor hereby declares that the goods/stores/articles/equipment sold/supplies to the purchaser/consignee under this contract shall be of best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars mentioned/contained in the contract. The contractor hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of **12 months** from the date of receipt of goods/articles/equipment in good condition at site by the consignees in case of supply contract and **12 months** from the date of installation and satisfactory taking over of the goods/stores/articles/equipment at site by consignee where installation and commission is involved and notwithstanding the fact that the purchase /inspection authority has inspected and/or approved the said goods/stores/articles equipment or such if during the **12 months** the said goods/stores/articles/equipment be discovered not to conform to the description and quality aforesaid or not giving satisfactory performance or have deteriorated and the decision of the purchase /consignee in that behalf shall be final and binding on the contractor/seller and the purchaser shall be entitled to call upon the contractor/seller to rectify the goods/stores/articles/equipment or such specified period as may be allowed by the purchaser in his discretion on application made thereof by the contractor/seller, and in such an event, the above period shall apply to the goods/stores/articles/equipment rectified from the date of rectification mentioned in the warranty thereof, otherwise the contractor/seller shall pay the purchaser such compensation as may arise by reason of the breach of warranty therein contained.
- (iii) Guarantee that they will supply the spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without limitation an agreed discount on the catalogue price or an agreed percentage of profit on landed cost.
- (iv) Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the purchaser of the equipment so that the later may undertake the balance of lifetime requirements.

**NOTE:** In case of any discrepancy in the period of guarantee/ warranty mentioned anywhere else in this Tender document, the stipulations as mentioned in the **Annexure 2** (specification of the equipment/ item to be purchased) would prevail.

**22. Terms of Payment:** Tenderer shall take into account all costs including installation, commissioning, cartage etc. for giving delivery of material at site quoting the rates. No extra payment shall be paid on account of any discrepancy in nomenclature of items. The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

**(i) Payment for Goods and Services offered from India:**

Payment for Goods and Services supplied from within India shall normally be made in Indian Rupees, as follows: 100% payment will be made in account payee cheque or Draft/ online Transfer using RTGS to the Supplier normally within thirty (30) days after the successful installation and commissioning of equipment's subject to submission of performance security, if any.

**(ii) Payment for Goods and services offered from abroad:**

Payment of foreign currency portion shall normally be made in the currency of contract in the following manner:

- a) **On Shipment:** Ninety (90) percent of the Contract Price of the Goods shipped shall be paid through irrevocable letter of credit (L/C) opened in favor of the Supplier in a bank in its country, upon submission of following documents specified as below:

Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by Registered Post/ courier and copies thereof by FAX.

- i. Two copies of supplier's Invoice giving full details of the goods including quantity, value, etc.;
- ii. Packing list;
- iii. Certificate of country of origin;
- iv. Manufacturer's guarantee and Inspection certificate/test report;
- v. Inspection certificate issued by the Purchaser's Inspector, if any.
- vi. Insurance Certificate, if required under the contract;
- vii. Name of the Vessel/Carrier;
- viii. Bill of Lading/Airway Bill;
- ix. Port of Loading;
- x. Date of Shipment;
- xi. Port of Discharge & expected date of arrival of goods and H S code of classification of goods.
- xii. Any other document(s) as and when required in terms of the contract.

**Note:**

1. The nomenclature used for the item description in the invoices(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s)
  2. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
- b) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods and successful installation & commissioning upon submission of claim supported by the acceptance certificate issued by the Purchaser along with the Performance security, if any.
- The L/C will be confirmed at the suppliers cost, if requested specifically by the supplier. If L/C is requested to be extended/ reinstated for reasons not attributable to the purchaser, the charges thereof would be to the suppliers' account. All bank charges in India to the account of the opener and all bank charges outside India to the account of the beneficiary. Payment of local currency portion shall be made in Indian Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. The L/C for 100% value of the contract shall be established after deducting the agency commission payable, if any to the Indian agent from the CIF/CIP value.

23. **Performance Security (PS):** The successful bidder has to furnish "**Performance Security of 10% of the ordered value in Indian Rupee**", in the form of Account Payee Demand Draft, / Fixes deposit and/or unconditional Bank guarantee encashable on demand from Account Officer, GKCIET, Malda, from a nationalized Bank with validity period of sixty (60) days beyond the date of completion of all contractual obligations of supplier including guarantee/ warranty obligations. The Performance Security is to be furnished in favor of the Account Officer, GKCIET, Malda, within ten days of intimation, failing which his bid security will be forfeited.

The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations.

24. **Delivery period:** Delivery should be made within the period **as specified in Annex 2 (Technical Specification)** from the date of placement of order for goods offered from India or opening of the LC in case of goods offered from abroad.

25. The Insurance shall be for an amount equal to 110% of the CIF or CIP value of the contract from within "warehouse to warehouse/installation site (GKCIET, Malda)" on "all risk basis" including strikes, riots and Chemistry commotion.

26. **Delayed delivery:**

Maximum **one (1) week** extension in delivery period may be given on the receipt of written request of the successful vendor; however liquidated damage of **2% for the extended period** or part thereof will be recovered from the agency of the value of undelivered goods. Request for extension in delivery period should be made before the last date of supply as mentioned in Purchase Order. However, the Institute reserves the right to either further extend or cancel the contract after expiry of delivery date and recover the liquidated damages from the dues of the firm by legal means.

**Non delivery beyond extended period:** If the Tenderer fails to execute the order within the delivery period as mentioned above the order will be cancelled and EMD will be forfeited by the institute. However, the purchaser shall have the right to take the final decision in this regard.

27. **Installation time:** The Company must install the equipment within a period of **as specified in Annex 2 (Technical Specification)** from the date of delivery of the equipment at GKCIET, Malda failing which order will be cancelled and EMD will be forfeited. However, necessary requirement for installation of goods/equipment will be provided by institute.

28. **Copy Right:** The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

29. **Insurance:**

- a. Should the purchaser elect to buy on CIF/CIP basis, the Goods supplied under the Contract shall be fully insured in Indian Rupees against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- b. Where delivery of the goods is required by the purchaser on CIF or CIP basis the supplier shall arrange and pay for Cargo Insurance, naming the purchaser as beneficiary, initiate & pursue claims till settlement, on the event of any loss or damage.
- c. With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent, if any, shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after customs clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.

**30. Right to use Defective Goods:** If after delivery, acceptance, installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

**31. Site preparation and installation:** The Purchaser is solely responsible for the construction of the equipment sites in compliance with the technical and environmental specifications defined by the Supplier. The Purchaser will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the Equipment, if required. The supplier shall inform the purchaser about the site preparation, if any, needed for installation, of the goods at the purchaser's site immediately after notification of Award / Purchase Order / Agreement.

**32. Force Majeure:**

- (i) Notwithstanding the Clauses relating to extension of time, penalty and Termination for Default the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- (ii) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- (iii) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- (iv) If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of force majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

**33. Defective Equipment:**

- (i) If any of the equipment supplied by the Tenderer is found to be substandard, refurbished, unmerchantable or not in accordance with the description /specification or otherwise faulty, the institute will have the right to reject the equipment or its part. The prices of such equipment shall be refunded by the Tenderer with 18% interest if such payments for such equipment have already been made to him.
- (ii) All damaged or unapproved goods shall be returned at suppliers cost and risk and the incidental expenses incurred thereon shall be recovered from the supplier. Defective part in equipment, if found before installation and/or during warranty period, shall be replaced within 45 days on receipt of the intimation from this office of GKCIET, Malda at the cost and risk of supplier including all other charges.

**34. Training:** The tenderers shall provide training to the user as per the terms & conditions of the contract as has been specified in technical & financial bids free of cost at the time of installation/commission of equipment at the consignees/ users location. As specified by the purchaser, all expenses in this regard will be borne by the supplier.

**35. Penalty for use of undue influence:** The seller should undertake that he has not given offered or promised to give directly or indirectly any gift, consideration, reward, commission, fees brokerage of inducement to any person in service of the Purchaser or otherwise in procuring, the contract or forbearing to do or for having done or for borne to do any act in relation or execution of the contract or any other contracts with the Institute for showing or for bearing to show favour or disfavor to any person in relation to the contract or any other contract in the GKCIET, Malda. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting his behalf whether with or without the knowledge the seller or the commission of any offers by the seller or any one employed or acting on his behalf, as defined in Chapter-IX of the IPC, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the Prevention of Corruption shall entitle the purchase to cancel the contract and all or any other contract with the Institute seller and recover from the seller the amount of any loss arising from such cancellation. A decision of the purchaser or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the seller.

Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer /employee of the purchaser or to any other person in a position to influence any officer /employees of the purchaser for showing any favour in relation to this or any other contract sell render

**36. Termination of contracts:** Time shall be the essence of the contract. The purchaser shall have the right to terminate the contract without any notice in part or in full in any of the following cases.

- a) The delivery of the material is delayed for causes not attributed to Force Majeure after the scheduled date of delivery.
- b) The seller is declared bankrupt or becomes insolvent.
- c) The delivery material is delayed due to causes of Force Majeure by more than reasonable time.
- d) In case Performance Security is not furnished within the time period specified by the purchaser.

Supply in the case of successful Tenderer should strictly confirm to the specifications of the equipment being purchased. Any change in Address /Telephone/Fax/e-mail of the tenderer should immediately be informed. The state of non-communication by the firm will make the offer liable for rejection.

37. No additional terms & conditions over and above the conditions stipulated above shall be entertained by GKCIET, Malda.

38. The dispute arising out of this contract shall be subject to the jurisdiction of Indian laws & court at Malda.

39. No interim correspondences will be entertained from the bidder side.

40. Bidder has to sign all the pages of this tender and enclose it with the bid.

### **List of Annexure**

1. List of Equipment – Annexure 1
2. Technical Specification of Equipment/Goods – Annexure 2
3. Technical Compliance of the bidder with reference to the 'Specification of Equipment - Annexure 3
4. Price Schedule for goods being offered from India - Annexure 4
5. Price Schedule for goods being offered from Abroad - Annexure 5
6. Deviation statement form - Annexure 6
7. Bidder information & check list – Annexure 7

**Annexure 1****List of Items to be procured under Tender**

| <b>Sl. No.</b> | <b>Name of the Item</b>   | <b>Quantity</b> |
|----------------|---|-----------------|
| 1.             | Console desks for desktop computers   |                 |
|                | (i) Consoles desks for Laboratories with 40 computer capacity each (total 120 nos.)   | 3 nos. Labs.    |
|                | (ii) Consoles desks for Computer Lab with 40 (20+20 with partition) computer capacity | 1 no. Labs.     |
| 2.             | Revolving Chairs/Revolving stools with backrest for Computer Laboratories             |                 |
|                | <b>Option A:</b> Revolving Chairs   | 160 nos.        |
|                | <b>Option B:</b> Revolving stools with backrests                                      | 160 nos.        |
| 3.             | Engineering Drawing Tables  | 100 nos.        |
| 4.             | Foldable drafting table ( <b>Optional</b> )   | 100 nos.        |
| 5.             | Fixed-height Powder Coated Mild Steel Laboratory Stools                               | 100 Nos.        |
| 6.             | Air Conditioners (2T capacity)  | 8 nos.          |
| 7.             | Stabilizers for Air Conditioners  | 8 nos.          |

## Annexure 2

## Technical Specification of Items/components

| Sl. No. | Name of the Item   | Technical Specification  |
|---------|--|--|
| 1.      | Desktop computer console desk for Laboratories with 40 computer capacity                           | Providing and fixing arrangement of branded computer workstations as per attached Drawing ( <b>Sheet 1</b> ). Providing and fixing partition with process wood framing Medium Density Fiberboard (MDF) with PLP with melamine coating of size 800mm x 600mm x 700mm for a height of 4' with 1mm thick Laminate, with wipe off board & pin upboard with concealed wiring at skirting, keyboard tray and CPU trolley.<br><b>Desirable feature:</b> Assembling-disassembling option<br><b>Dimension:</b> as per attached Drawing ( <b>Sheet 1</b> )<br><b>Make:</b> Repute<br><b>Warrantee:</b> 5 Years (minimum)                               |
| 2.      | Desktop computer console desk Computer Laboratory with 40 (20+20 with partition) computer capacity | Providing and fixing arrangement of branded computer workstations as per attached Drawing ( <b>Sheet 2</b> ). Providing and fixing partition with process wood framing Medium Density Fiberboard (MDF) with PLP with melamine coating of size 800mm x 600mm x 700mm for a height of 4' with 1mm thick Laminate, with wipe off board & pin upboard with concealed wiring at skirting, keyboard tray and CPU trolley.<br><b>Desirable feature:</b> Assembling-disassembling option<br><b>Dimension:</b> as per attached Drawing ( <b>Sheet 2</b> )<br><b>Make:</b> Repute<br><b>Warrantee:</b> 5 Years (minimum)                               |
| 3.      | Revolving Chairs for Computer Laboratories   | <b>Features:</b> Revolving Chairs with ergonomic support to back<br><b>Size:</b> D 640mm* W580mm*H930mm - 1020mm (approx.) (sample picture is attached as <b>Sheet 3</b> ).<br><b>Seating Height:</b> 18" H<br><b>Color:</b> Black<br><b>Rotatable:</b> Yes<br><b>Seat:</b> Cushion seat with Fabric upholstery<br><b>Back Material:</b> Nylon Mesh<br><b>Adjustable Seat Height:</b> No<br><b>Arm Type:</b> Fixed Arms<br><b>Armrest:</b> Fixed<br><b>Base:</b> Non-rusting base with five castors for stability<br><b>No. of Wheel:</b> 5<br><b>Material of Wheels:</b> Nylon<br><b>Foldable:</b> No<br><b>Warranty:</b> 5 Years (minimum) |
| 4.      | Revolving stools with backrest for Computer Laboratories   | <b>Features:</b> Revolving Stools with support to back<br><b>Seating Height:</b> 18" H (sample picture is attached as  |

|    |   |   |
|----|---|---|
|    |   | <p><b>Sheet 3).</b><br/> <b>Color:</b> Black<br/> <b>Rotatable:</b> Yes<br/> <b>Seat:</b> Cushion seat with Fabric upholstery<br/> <b>Backrest:</b> Yes<br/> <b>Adjustable Seat Height:</b> No<br/> <b>Base:</b> Non-rusting base with five castors for stability<br/> <b>No. of Wheel:</b> 5<br/> <b>Material of Wheels:</b> Nylon<br/> <b>Warranty:</b> 5 Years (minimum)</p>   |
| 5. | Engineering Drawing Tables                              | <p><b>Features:</b></p> <ul style="list-style-type: none"> <li>• Metal stand with facility for adjustment of angle (sample picture is attached as <b>Sheet 4</b>)</li> <li>• Assembling-disassembling option with screw joint (preferable)</li> </ul> <p><b>Material of Frame:</b> Powder coated hollow mild steel section<br/> <b>Frame height:</b> 38" (centre)<br/> <b>Colour:</b> Grey<br/> <b>Brand:</b> Popular<br/> <b>Size of Drawing Board:</b> 23" x 32" x 16 mm<br/> <b>Material of Drawing Board:</b> Seasoned Pinewood, MDF, Both Side Laminated<br/> <b>Fittings of Drawing Board:</b> Battons Fitted at the Back to avoid warping<br/> <b>Usage:</b> Drawing, Writing or Sketching<br/> <b>Warranty:</b> 5 Years (minimum)</p> |
| 6. | Foldable drafting table ( <b>Optional</b> )             | As per manufacturer's standard  |
| 7. | Fixed-height Powder Coated Mild Steel Laboratory Stools | <p><b>Seat Height:</b> 600 mm<br/> <b>Material:</b> Powder coated Mild Steel<br/> <b>Colour:</b> Grey<br/> <b>Sections:</b> made of 32 x 32 x 2 mm hollow mild steel section vertical legs fitted with hard rubber shoes at lower end, and 25 x 25 x 2mm hollow mild steel section with horizontal supports, with a circular top of 0.35m diameter made up of mild steel sheet (sample picture is attached as <b>Sheet 4</b>).<br/> <b>Warranty:</b> 5 Years (minimum)</p>  |
| 8. | Air Conditioners (2T capacity)                          | <p><b>Features:</b> SPLIT AC with inverter Technology, Rotary Compressor<br/> <b>Capacity:</b> 2 Ton<br/> <b>Energy Rating:</b> 3 Star &amp; above<br/> <b>Guaranteed Cooling Capacity (Kcal/hr):</b> 5500 (min.)<br/> <b>Room Discharge AIR flow (Cub.m/hr):</b> 8100 (min.)<br/> <b>EER ( w/w):</b> 2.7 Min<br/> <b>Power V/Hx/Ph:</b> 220-240V/50Hz/1Ph<br/> <b>Capacity (BTU/hr):</b> 24000<br/> <b>Air Flow Volume (m3/h):</b> 1100<br/> <b>Power Consumption:</b> 2340 W<br/> <b>Operation Current:</b> 10.8 A</p>  |

|    |                                  |  |
|----|----------------------------------|--|
|    |                                  | <p><b>Capacity:</b> 24000 BTU<br/> <b>Condenser Material:</b> Copper<br/> <b>Auto-Clean Function:</b> Yes<br/> <b>Control Console:</b> Remote<br/> <b>Auto Air-Swing:</b> Yes<br/> <b>Front Panel Display:</b> Yes<br/> <b>Refrigerant:</b> R22. R407C or R410a<br/> <b>Noise Level (Indoor):</b> should not be higher than 48 dB<br/> <b>Make:</b> Blue Star/Carrier/Daikin/Hitachi/LG/Voltas<br/> <b>Warranty:</b> Standard OEM warranty</p> |
| 9. | Stabilizers for Air Conditioners | <p><b>Description:</b> Stabilizer for 2 Ton split AC fitted with rotary compressor</p> <ul style="list-style-type: none"> <li>• <b>Power Consumption:</b> 2340 W</li> <li>• <b>Operation Current:</b> 10.8 A</li> <li>• <b>Power V/Hx/Ph:</b> 220-240V/50Hz/1Ph</li> </ul> <p><b>Make:</b> V-Guard/Spartan/Monitor/Microtek<br/> <b>Warranty:</b> Standard OEM warranty</p>  |

**Annexure 3**  
**PART A**

**Documental Compliance to Requirement of Tender**

**Name of the service offered:**

**Name of the Bidders:**

**Address:**

| Sl. No. | Description of requirement  | Yes/ No. | Page No. |
|---------|---|----------|----------|
| 1.      | Proof of registration of the firm/ agency/ proprietor   |          |          |
| 2.      | Proof of registration with any other central government organization (if any)   |          |          |
| 3.      | Copies of balance sheet and P & L A/C for the last 3 years duly certified by CA   |          |          |
| 4.      | Copy of Registration Certificate / Allotment Letter of GST number   |          |          |
| 5.      | Copy of Registration Certificate / Allotment Letter of PAN from IT Dept./ GIR card issued in the name of the bidder's firm  |          |          |
| 6.      | Proforma containing details of other organization where such contracts were / are undertaking ( attach supporting documents)  |          |          |
| 7.      | DD of 3% of total quoted price as EMD   |          |          |
| 8.      | Price Bid Proforma completed & sealed in separate envelope  |          |          |
| 9.      | List of Arbitration cases (if applicable), Please write NOT APPLICABLE if no cases are there  |          |          |
| 10.     | Undertaking by the bidder to the effect that there is no police case/ arbitration/ litigation/ suspension pending against the proprietor / firm/ parties relating to previous service contracts, produce inform of a affidavit duly certified by a 1st class judicial magistrate. |          |          |
| 11.     | Acceptance of terms and conditions attached. Each page of terms and conditions to be duly signed as token of acceptance and submitted as part of tender document.   |          |          |
| 12.     | Copy of income tax returns for last three years.  |          |          |
| 13.     | Undertaking by the bidder to the effect that there is no police case/ arbitration/ litigation/ suspension pending against the proprietor / firm/ parties relating to previous service contracts, produce inform of a affidavit duly certified by a 1st class judicial magistrate. |          |          |
| 14.     | Office address  |          |          |
| 15.     | Blacklisting certificate if they are blacklisted from any Govt. Organization  |          |          |
| 16.     | Valid Electrical license, valid supervisory certificate with megger certificate of agency to be submitted with documents.   |          |          |

**NOTE**

Submission of all the documents mentioned above along with declaration is mandatory. Non-submission of any of the information above may attract rejection of the bid.

Signature of Bidder with seal

**PART B****Technical Compliance of the bidder with reference to the 'Specification of Items'**

(Separate table shall be submitted for each item quoted as per sample provided below)

**Tender ID & Date:****Name of the Bidders:****Address:****Make and model no. of offered Items:**

| Sl. No. | Name of the Item | Technical Specification | Complied with Technical Specification (Yes/No) | Corresponding part number/ datasheet/ page no in broacher in support of specification | Description of components, if not complied with Technical Specification |
|---------|------------------|-------------------------|--|---|---|
|         |                  |                         |  |   |   |
|         |                  |                         |  |   |   |
|         |                  |                         |  |   |   |
|         |                  |                         |  |   |   |
|         |                  |                         |  |   |   |
|         |                  |                         |  |   |   |
|         |                  |                         |  |   |   |

Signature of Bidder with seal

**Annexure 4****Price Schedule form****Goods Being Offered from India/Abroad in INR****Tender ID & Date:**

| Sl. No.      | Item   | Make & Model No. of offered good | Price per Unit (F.O.R. GKCIET, Malda) in INR | G.S.T. in INR | Quantity offered | Total Price F.O.R. GKCIET, Malda in INR |
|--------------|--|----------------------------------|--|---------------|------------------|---|
| 1.           | Desktop computer console desk for Laboratories with 40 computer capacity                           |                                  |  |               |                  |   |
| 2.           | Desktop computer console desk Computer Laboratory with 40 (20+20 with partition) computer capacity |                                  |  |               |                  |   |
| 3.           | <b>Option A:</b> Revolving Chairs for Computer Laboratories  |                                  |  |               |                  |   |
| 4.           | <b>Option B:</b> Revolving stools with backrest for Computer Laboratories                          |                                  |  |               |                  |   |
| 5.           | Engineering Drawing Tables   |                                  |  |               |                  |   |
| 6.           | Foldable drafting table ( <b>Optional</b> )  |                                  |  |               |                  |   |
| 7.           | Fixed-height Powder Coated Mild Steel Laboratory Stools  |                                  |  |               |                  |   |
| 8.           | Air Conditioners (2T capacity)   |                                  |  |               |                  |   |
| 9.           | Stabilizers for Air Conditioners   |                                  |  |               |                  |   |
| <b>Total</b> |  |                                  |  |               |                  |   |

Total Bid price in Indian currency \_\_\_\_\_

In words: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Business Address: \_\_\_\_\_

Contact Details: \_\_\_\_\_

**Note:**

(a) The cost of optional item(s) shall also be indicated in the specified row.

Signature of Bidder with seal

**Annexure 5****Price Schedule form****Goods being offered from abroad in currency other than INR****(Separate form to be used for each item offered)****Tender ID & Date:****Name of the Bidder/Tenderer:****Name & Model No. of offered good:**

| <b>Sr. No.</b> |   | <b>Price per unit in ( )</b> |
|----------------|---|------------------------------|
| 1.             | Country of origin   |                              |
| 2.             | FOB (named port of shipment)<br>Or<br>FCA (named place of delivery) |                              |
| 3.             | Freight and Insurance up to Indian Airport/port                     |                              |
| 4.             | Total Price at Indian Airport /port (2+3)                           |                              |
| 5.             | **Custom charges (please mentioned %)                               |                              |
| 6.             | Custom clearance and other charges if any (with breakup)            |                              |
| 7.             | Inland Charges for Insurance & transportation to GKCIET, Malda      |                              |
| 8.             | Installation, commissioning and training Charges, if any            |                              |
| 9.             | If any other charges (Please Specify)                               |                              |
|                | Total Price (FOR GKCIET, Malda) (Sum of S. No 1 to 9)               |                              |

Total Bid price in foreign currency: -----words: \_\_\_\_\_

**Note: Kindly mention GST if applicable at any stage under S.No. 9 of the above table.**

(a) The cost of optional item(s) shall also be indicated in the specified row.

Signature of Bidder with seal

**Annexure 6****DEVIATION STATEMENT FORM**

**Tender ID & Date:**  
**Name of the Bidders:**  
**Address:**

**Name and model no. of offered goods/equipment:**

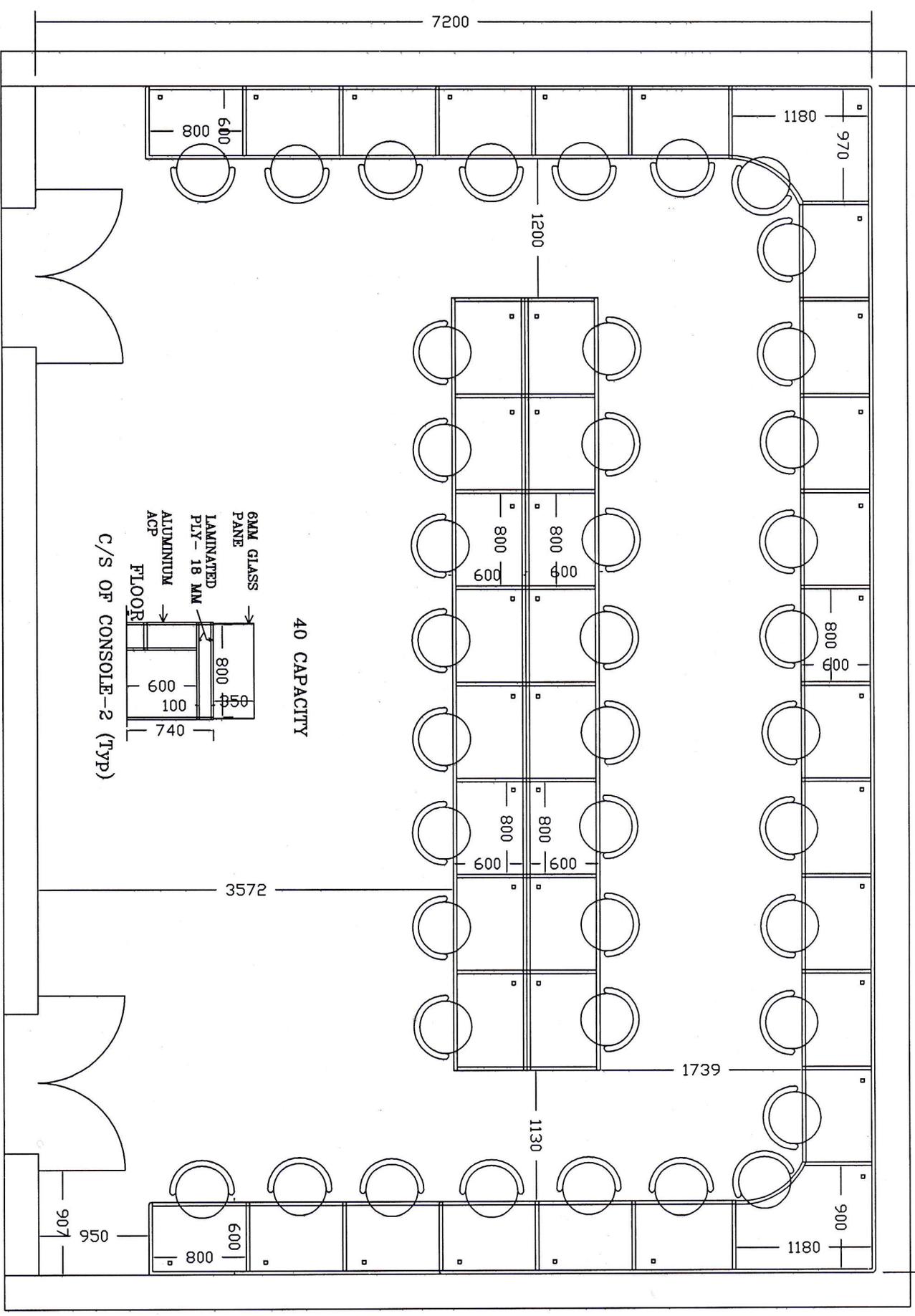
The following are the particulars of deviations from the requirements of the tender specifications:

| <b>CLAUSE</b> | <b>DEVIATION</b> | <b>REMARKS<br/>(INCLUDING JUSTIFICATION)</b> |
|---------------|------------------|--|
|               |                  |  |
|               |                  |  |
|               |                  |  |
|               |                  |  |
|               |                  |  |
|               |                  |  |

Signature of Bidder with seal







# (LAB WITH 40 CAPACITY)

(2)

ALL DIMENSIONS ARE IN MM.

| <b>Item</b>  | <b>Sample photograph*</b>   |
|--|---|
| Revolving Chairs for Computer Laboratories               |   |
| Revolving stools with backrest for Computer Laboratories |  |

\*Sample photograph is shown for reference only.

| <b>Item</b>   | <b>Sample photograph*</b>   |
|---|---|
| Engineering Drawing Tables                              |   |
| Fixed-height Powder Coated Mild Steel Laboratory Stools |  |

\*Sample photograph is shown for reference only.