# Sant Gadge Baba **E-Tender Notice**

No. SGBAU/2/Store/ 502 /20-21

Date: 24/03/2021 E-Tenders are invited from authorized dealers / Manufacturers for Supply of various type of purchases as per the following details

following details.	
Tender Sr. No.	Name of Tender
11/2021	Supply of Networking Accessories with installation
12/2021	Supply of Equipment under RUSA Grant
13/2021	Supply of Office and Laboratory Equipment
14/2021	Supply of Equipment's for Model Degree College, Buldhana
15/2021	Supply of Equipment's for Knowledge Resource center
16/2021	Supply of Computer, IPAD, Printer, Server, UPS and Computer Peripherals
17/2021	Supply of Software
19/2021	Supply of Sport Materials (RUSA Grant)

Details of E-Tenders are available on <a href="www.mahatenders.gov.in">www.mahatenders.gov.in</a>, and it is also available on our website <a href="www.sgbau.ac.in">www.sgbau.ac.in</a> for information only. Right to reject any tender (part or full), without assigning any reason, is reserved by the University.

Registrar

Date: 24 /03/2021

## For Web Site

# Sant Gadge Baba Amravati University

## E-Tender Notice

No. SGBAU/2/Store/502 /2020-2021

E-Tenders are invited from authorized dealers / Manufacturers for Supply of various type of purchases as per the following details.

Tender Sr. No.	Name of Tender	Cost of Tender Form including GST @18%	Tender Deposit (EMD)	Last Date of Submission upto 01.00 PM	Date of Opening at 01.00 PM
1	2	3	4	5	6
11/2021	Supply of Networking Accessories with installation	2360/-	10000/-	09/04/2021	12/04/2021
12/2021	Supply of Equipment under RUSA Grant	2360/-	10000/-	09/04/2021	12/04/2021
13/2021	Supply of Office and Laboratory Equipment	2360/-	10000/-	09/04/2021	12/04/2021
14/2021	Supply of Equipment's for Model Degree College, Buldhana	2360/-	10000/-	09/04/2021	12/04/2021
15/2021	Supply of Equipment's for Knowledge Resource center	3540/-	50000/-	09/04/2021	12/04/2021
16/2021	Supply of Computer, IPAD, Printer, Server, UPS and Computer Peripherals	11800/-	100000/	09/04/2021	12/04/2021
17/2021	Supply of Software	3540/-	50000/-	09/04/2021	12/04/2021
19/2021	Supply of Sport Materials (RUSA Grant)	3540/-	50000/-	09/04/2021	12/04/2021

E-Tenders, Cost of Tender Form and EMD should be compulsorily submitted online on website www.mahatenders.gov.in..

E-Tender possibly will be open in presence of Tender Opening Committee at E-Tender cell, Engineering section, Sant Gadge Baba Amravati University. Right to reject any tender (part or full), without assigning any reason, is reserved by the University.

Registrar

# Envelope No. 01

# Sant Gadge Baba Amravati University E-Tender Form (Technical Bid) TENDER NO. 17/2021

To,			
Sar	e Registrar nt Gadge Baba Amravati University, nravati		
	Subject : Supply of Software		
	Ref. : Tender Notice No. SGBAU/2/Store/502/2020-21 dated:- 24/ (Due Date— 09/ 04 /2021)	03/2021.	
R/Sir			
	With reference to subject mentioned above I / We M/s		
softwa	quote herewith	the rates for	Supply of
SOLLW	I/We read & accept all terms & conditions of this Tender.		
	- · · · · · · · · · · · · · · · · · · ·		
1	Full name of Vender:		
2	Name of Firm:		
3	Address of the Firm:		
4	E-Mail:		
5	Phone No.:		
6	Mobile No.:		1
7	Shop Act Registration Certificate (if Applicable)	Enclosed	Not Enclosed
8	Income Tax Clearance Certificate / Return Certificate (latest / current	Enclosed	Not Enclosed
	year)	F 1 1	N. C. I. I
9	GST Registration Certificate	Enclosed	Not Enclosed
10	Tender Form Fee Exemption Certificate (if Applicable)	Enclosed	Not Enclosed
11	EMD Exemption Certificate ( if Applicable) PAN Card	Enclosed Enclosed	Not Enclosed
13	Declaration Regarding not being Blacklisted/ Debarred.	Enclosed	Not Enclosed Not Enclosed
13	(As per Annexure-A)	Eliciosed	Not Eliciosed
14	Fall Clause Certificate (As per Annexure-B)	Enclosed	Not Enclosed
15	General Terms & Conditions and Standard Terms & Condition (As	Enclosed	Not Enclosed
10	per Annexure-C)	211010000	1,00 21101000
16	The Manufacturer /Authorized Dealer should submit valid Manufacturer / Authorization Certificate for current year.	Enclosed	Not Enclosed
	I / We have read carefully and have understood the same in vernacula	ar known to n	ne / us about all
.1 0	•		
the Ge	eneral Terms & Conditions & Standard Terms & Conditions and I / we	hereby agree	to the same and
shall a	bide by them hence this verification.		
Name	of Firm :		
GST I	Registration No. :		
Perma	nent Account Number (PAN) :		

Signature of Vender

Seal of the Firm

Name of the Authorized signatory

## Annexure-A

# DECLARATION REGARDING NOT BEING BLACKLISTED/ DEBARRED

(To be executed & attested by public Notary / Executive Magistrate on Rs. 100/- judicial Stamp paper by the bidder)

I / We
OR
I / We
rejected / cancelled by the University and EMD / SD shall be forfeited. In addition to the above, the University will not be responsible for payment of any completed / partially completed work.
DEPONENT
Name :
Address:
Attested:

(Public Notary / Executive Magistrate)

#### Annexure – B

## **Fall Clause Notice Certificate**

This is to certify that I/we have offered the maximum possible discount to you in the
Tender No
for the stores supplied under Rate Contract should, under no event by higher than lowest prices at
which the party sells the terms of identical description to any other Govt. organization / PSU/s /
Autonomous bodies / Pvt. Organization during the period of contract failing which the "FALL
CLAUSE" will be applicable.

In case, if the price charged by our firm is more, SGBAU will have the right to recover the excess charged amount from the subsequent / unpaid bill of the supplier.

Seal and signature of Tenderes

Note: This certificate should be on the letter head of the firm and should be signed by the person competent and having the power of attorney to bind the same.

# SANT GADGE BABA AMRAVATI UNIVERSITY

University Campus, Near Tapowan, Mardi Road, Amravati 444602 **Phone No.** (0721) 2668163, 2668158, 2668206 **Ext. No.** 237, 240

<u>Fax No. :</u>(0721) 2668135, 2668049 <u>Email</u> – arstore@sgbau.ac.in <u>GRAM</u>–AMUNI <u>W</u>

gbau.ac.in <u>GRAM</u> – AMUNI <u>Website</u>: www. sgbau.ac.in

# GENERAL TERMS & CONDITIONS

Tender Notice No. SGBAU/2/Store/ 502 / 2020-21 dated:- 24/03/2021 (Due Date 09 /04 /2021)

TENDER NO. 17/2021

- 1) E-Tenders are invited from authorized dealers / Manufacturer, Supplier FOR SUPPLY OF Software
- 2) E-Tender should be compulsorily submitted online.
- 3) Last date of online submission of E-Tender is **09/04/2021** upto 01.00 PM. The tenders will be opened preferably on **12/04/2021** at 01.00 PM in presence of Tender opening committee at E-Tender Cell, Engineering Section, S.G.B. Amravati University.
- 4) The tenderer must submit the following documents online only. If following documents are not found at the time of opening, the tender will not be considered. (The hard copy of the same be submitted to store Section of the SGB Amravati University before the date of opening)
  - a) Shop Act Registration Certificate (if Applicable)
  - b) Income Tax Clearance Certificate/Return Certificate ( latest / Current Year)
  - c) GST Registration Certificate
  - d) Tender Form Fee Exemption Certificate (if Applicable)
  - e) EMD Exemption Certificate (if Applicable)
  - f) Copy of PAN Card
  - g) Experience Certificate or Order copy (If Available)
  - h) Declaration Regarding Not Being Blacklisted/ Debarred. (As per Annexure-A)
  - i) Fall Clause Certificate (As per Annexure-B)
  - j) General Terms & Conditions (As per Annexure-C)
  - k) Tender Form Fee and Tender Deposit Money (EMD)Receipt
  - The Authorized Dealer should submit valid Authorization Certificate for current year. (The authorization certificate will be verified from the manufacturer as and when required. Authorization certificate to sub-dealer issued by authorized dealer will not be considered.)
- 5) The Tender Form Fee of Rs. 3540/- (Inclusive 18% GST) and EMD Rs. 50,000/- should be submitted online only.
- 6) A Successful bidder having deposited Rs, 50,000/- EMD, shall have to deposit 3% as Security deposit on total value of approved rates by the way of conversion of EMD within specific /stipulated period prescribed by University in the form of Demand Draft / Bankers Cheque/ Pay Order./F.D.R. in favor of **Finance & Accounts Officer**, Sant Gadge Baba Amravati University, Amravati
- 7) The tenderer availing the facility of exemption shall have to deposit 3% as S.D. on total value of approved rates within specific /stipulated period prescribed by University after acceptance of their rates in the forms Demand Draft / pay Order / banker Cheque / F.D.R. in favor of **Finance & Accounts Officer**, Sant Gadge Baba Amravati University, Amravati
- 8) The security Deposit / Tender Deposit / Earnest Money Deposit of successful bidder will be refunded only after satisfactory supply and successful installation
- 9) Failure of the successful bidder to deposit Security Deposit within prescribed time limit, shall produce sufficient grounds for the annulment of the award. In this event the University may make the award to next lowest evaluated bidder or may call new bids.
- 10) Incomplete E-tenders not in conformity with the prescribed specifications, terms & conditions shall be rejected. University has right to accept/ reject any or all tenders without assigning any reason.
- 11) a) approved Rates will be valid upto 30st June, 2021.
  - b) The suppliers should quote rates for each article independently. The University reserve the right to accept the offer partially or fully.
- 12) Rates to be mentioned F.O.R. Stores/ Dept. & including all taxes, (i.e.-GST etc. if applicable) installation/Transportation etc
- 13) The supplier shall supply the ordered goods within the delivery period mentioned in the purchase order. Failing which the penalty shall be imposed @ 0.5% per week of total value and shall be deducted from the bill of supplier In case of emergency, University shall reduce the delivery period and the supplier shall have to deliver the goods within the reduced delivery period.
- 14) University has right to reject any part or full articles if the quality of material is disapproved & will be kept in stores / Dept. at supplier's risk only. It should be replaced at suppliers own cost within seven days.
- 15) In the event of failure to comply with the supply order, the EMD/S.D. will be forfeited. As well as If supplier fails to replace the rejected goods in time. The University shall be at liberty to purchase

the ordered goods from the open market without giving any prior notice & if compelled to purchase at the higher price than the approved rates, such losses shall be recovered from the S.D. or any outstanding payment of the tenderer.

- 16) Quality/Quantity/Technical Specification etc. of the material will be confirmed after the physical checking at our stores/Dept. & if the shortage in any form is found, amount will be deducted from the invoice/Security Deposit/EMD.
- 17) The term of payment in advance or through bank will not be accepted.
- 18) No negotiation will be done.
- 19) **Terms of payment:** Payment to be made to the supplier will be subject to the deduction of taxes applicable at source at the rate in force from time to time and after satisfactory supply.
- 20) In case of supply of substandard material, the supplier shall have to replace the same goods within 7 days, otherwise penalty @ 0.5% per week shall be imposed of ordered value and 5% penalty at the cost of material due to substandard supply. In case of defects noticed during use of material supplied by the supplier within warranty period from the date of supply, The supplier will require to repair / replace the materials etc. failing which the material will be repaired / purchased from another agency and the difference in cost, if any shall be adjusted from the Earnest Money / security deposit or other any pending bills of the supplier.

# 21) STANDARD TERMS AND CONDITIONS:

#### A) Changes /Amendments:

The University shall have the right at any time, by written notice, in the form of an amendment order, to make any changes it deems necessary, including, but not limited to changes in specifications design, delivery, testing methods, packing or destination. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by the vendor for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by the vendor of notice of change ( amendment order). Price increase, extension of time for delivery and change in quantity shall not be binding on the University unless sufficiently justified by a vendor and accepted by the University in a form of amendment/change order issued and signed by the University.

#### B) Delivery/ Force Majeure:

If any Material is not delivered by the date specified therein, the University reserves the right, without liability, to cancel the order for undelivered material not yet shipped or tendered, and to purchase the same from another vendor and to charge the defaulting vendor for any loss incurred in this transaction. Any provisions thereof for delivery by instalment shall not be construed as obligatory unless agreed upon by both the parties. The University shall have the right to refuse deliveries made more than one week in advance of any delivery schedule appearing in the order unless arrangements for such early delivery have been confirmed with the receiving party.

If the vendor is unable to complete performance at the time specified for delivery by reason of strikes, labour disputes, riot, war, fire or other causes beyond the vendor reasonable control, the University, at its option, may elect to take delivery of Material in its unfinished state and to pay such proportion of the contract price as it deemed reasonable.

#### C) Price / Taxes:

Price stated in this agreement are firm and shall remain firm until required deliveries have been completed unless otherwise expressly agreed to in writing by both parties. The vendor agrees that any price reduction made with respect to Material covered by this order subsequent to placement will be applied to this order. All prices specified herein include all charges for, but not limited to, inspection, and packaging. Prices set forth shall be inclusive of applicable sales, excise, value-added or similar taxes until and unless specified in the schedule.

## D) Inspection And Acceptance:

All Material covered by this order may be inspected and tested by the University or its designee at vendors cost. If deemed necessary by the University, the vendor shall provide without charge, all reasonable facilities and assistance for such inspection and test. Any inspection records relating to Material covered by this agreement shall be made available to the University during the performance of the order. If any Material covered by this agreement is defective or otherwise not conforming to the requirements of this agreement, the University may, by written notice to the vendor:

- (a) rescind the purchase / supply order as to such non-conforming Material;
- (b) accept such Material at an equitable reduction in price;
- (c) reject such non-conforming Material and require the delivery of suitable replacements.

(d) If the vendor fails to deliver suitable replacements promptly, the University, with notice of seven business days, may replace or correct such Material and charge the vendor the additional cost occasioned thereby, or terminate this order for default. No inspection (including source inspection) test, approval (including design approval) or acceptance of Material shall relieve the vendor from responsibility for defects or other failures to meet the requirements of this order. Rights granted to the University in this article entitled INSPECTION are in addition to any other rights or remedies provided elsewhere in this order or in Law.

#### E) Warranty:

The vendor warrants that any Material supplied hereunder shall conform to generally recognized manufacturing and safety standards of the vendor's industry as per Indian standard Institution (ISI) or similar standard. The vendor's specifications on performance as detailed in the vendor's brochures, sales literature and other specifications as may be available to the University.

- (a) In addition to any other express or implied warranties, the vendor warrants that the Material furnished pursuant to this order will be:
  - 1. free from defects in title, workmanship and material:
  - 2. free from defects in design except to the extent that such items comply with detailed designs provided by the University;
  - 3. of merchantable quality and suitable for the purposes, if any, which are stated in the tender / quotation.
- (b) If any material covered by this agreement is found not to be as warranted, the University may, by written

notice to the vendor:

- 1. Reject such defective material and require the delivery of suitable replacements.
- 2. If the vendor fails to deliver suitable replacements promptly, the University, with notice of seven business days, may replace or correct such material and charge the vendor the additional cost occasioned.
- (c) Any items corrected or furnished in replacement are subject to all the provisions of this article entitled WARRANTIES to the same extent as items as items initially furnished or originally ordered.
- **F**) This warranty provision shall survive any inspection, delivery, acceptance, payment, expiration or earlier termination of this order and such warranties shall be extended to the employees, students, and users of the material. Nothing herein, however, shall limit the University's rights in law or equity for damages resulting from delivery of defective goods or damage caused during the delivery of goods or provision of services.
- G) Rights granted to the University in this article entitled WARRANTTIES are in addition to any other rights or remedies provided elsewhere in this order or in Law.

#### H) Patent Indemnity:

The vendor agrees to indemnify, hold harmless and defend the University, its employees, and students with respect to all claims, suits, actions and proceedings of actual or alleged infringements of any Letter, patent, Registered or Industrial Design, Trademark or Trade Name, Trade secret, copyright or other protected right in any country resulting from any sale, use or manufacture of any Material delivered hereunder and to pay and discharge all judgments, decrees, and awards rendered therein or by reason thereof and bear all expenses and legal fees (including the University's) associated herewith. The University reserves the right to be represented in any such action by its own counsel at its own expense.

# I) Indemnity:

The vendor will indemnify, defend and hold the University, its and students harmless from any loss, expense, claim or damage including reasonable defence costs, arising from any claim or action based on any acts or omissions of the vendor, its employees, servants, agents or subcontractors. The University reserves the right to be represented in any such action by its own counsel at its own expense.

#### J) Assignment / Subcontracting / Sublet:

The vendor shall not assign the order received, any rights under this agreement or to become due hereunder neither delegated nor subcontracted / sublet any obligations or work hereunder without the prior written consent of the University.

#### **K)** Cancellations:

The University may cancel this agreement in whole or in part, for no cause, upon written, FAX or telex notice to the vendor, effective when sent, provided such notice is sent at least fourteen (14) days prior to the delivery date specified on the face of this order. The University may cancel this order in whole or in part at any time for cause by written, FAX, or e-mail notice to vendor, effective when sent, in the event that the vendor:

- a) fails to comply with any term or condition for this order including, but not limited to, delivery terms; or
- b) appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets; or
- c) files a voluntary petition in bankruptcy; or
- d) has had filed against it an involuntary petition in bankruptcy which remains in effect for thirty (30) days; or voluntarily ceases trading; or
- e) merges with or is acquired by a third party; or
- f) assigns any of its rights or obligations under the order to a third party without the University's advance written consent. upon the occasion of any one of the aforesaid and in addition to any remedies which the University may have in Law or in Equity, the University may also cancel this order or any outstanding deliveries hereunder by notifying the vendor in writing of such cancelation and the vendor shall thereupon transfer title and deliver to the University such work in progress or completed material as may be requested by the university. The University shall have no liability to the vendor beyond payment of any balance owing for Material purchased hereunder and delivered to and accepted by the University prior to vendor's receipt of the notice of termination, and for work in progress requested for delivery to University.

#### L) Rescheduling:

The University may without liability at least fourteen (14) days prior to the scheduled delivery date appearing on the order defer delivery on any or every item under said order by giving oral notice to the vendor (confirmed in writing ten (10) working days) of any necessary rescheduling.

# M) Shipping, Packaging and labelling:

All Material purchased hereunder must be packed and packaged to ensure its safe delivery in accordance with good commercial practice and where incorporated, the University's packaging specification.

## N) The Vendor as an Independent Contractor:

The vendor shall perform the obligations of this order as an independent contractor and under no circumstances shall it be considered as agent or employee of the University. The terms and conditions of this order shall not, in any way, be construed as to create a partnership or any other kind of joint undertaking or venture between the parties hereto. The vendor expressly waives any and all rights which or may not exist to claim any relief under the University's comprehensive insurance policy, worker's compensation or unemployment benefits.

#### O) Invoicing / Payments / Set-offs:

After each completion of supply/purchase order, the vendor shall duplicate invoices including item number to the University's concern Department. Payment of invoice shall not constitute acceptance of Material ordered and shall be subject to appropriate adjustment, if the vendor failed to meet the requirements of this agreement. The University shall have right at any time to set-off any amounts due to the vendor, (or any of its associated or affiliated companies) against any amounts owed by the University with respect to this agreement.

#### P) Compliance with Laws:

By acceptance of this agreement, the vendor agrees to comply with the requirements of all the existing laws. The vendor also agrees to comply with the fair labour standards Act and the occupational safety and Health Act, and all other applicable laws, ordinances, regulations and

codes in the vendor's performance hereunder. The vendor further agrees to indemnify and hold the University and its customers harmless from any loss or damage that may be sustained by the University, by reason of the vendor's failure to comply with any laws, ordinance, regulations and codes

#### **Q)** Reproduction of Documentation:

The University shall have the right at no additional charge to use or incorporate all or portions of material found in the vendor's literature and / or reproduce the vendor's applicable literature such as operating and maintenance manuals, technical publications, prints, drawings, training manuals and other similar supporting documentation and sales literature. The vendor agrees to advise the University of any up-dated Information relative to the foregoing literature and documentation with timely written notice.

- 22) Any dispute arising out of or relating to this enquiry/tender the decision of Hon'ble Vice-Chancellor shall be final.
- 23) Persons working in university in any capacity are prohibited to take part in the tender/bidding.
- 24) All legal matters subject to jurisdiction of Amravati.

#### Registrar

Sant Gadge Baba Amravati University

I / We have read carefully and have understood the same in vernacular known to me / us about all the General Terms & Conditions &Standard Terms & Conditions and I / we hereby agree to the same and shall abide by them. Hence this verification.

Name of Firm		:
GST Registration No.		:
PAN		:
Signature of Vender	:	
Name of the Authorized signatory	:	
Seal of the Firm	:	

# Envelope – 02

# Sant Gadge Baba Amravati University E-Tender Form (Financial Bid) TENDER NO. 17/2021

To,

P.No.(O) .....

Fax No.....

Mobile No.....

E-Mail No.....

Date:.....

	Subject: Supply of Software.  Ref.: Tender Notice No. SGBAU/2/Sto (Due Date/04/2021)	ore//2020	-21 dated/03	/2021	
R/Sir	,				
1	With reference to above I / We M/s				
	rewith the rates for supply of Computer & its with this Tender Form.	Peripherals. I	/We read & acce	pted all terms &	condition
Sr. No.	Name of Item (with Make & Specification)	Qty Reqd.	Rate in Rs. Per Unit	Copy of Valid Authorizati on Certificate attached or not	Remark
01	02	03	04	05	06
1.1	Geology Deptt (Software)  Intergraph's Educational Kit of Rem- Sensing & GIS Version 2018 or Lat (Permanent Licenses)  GIS Software :- GeoMedia Professional Remote Sensing Software: ERD. IMAGINE Professional with IMAGINE Expansion Pa (Includes AUTO Sync. Virtual GIS, De- Cua, OrthoRadar StereoSAR DEM, NITE Stereo Analyst for imagine	est O5 License s of AS Each Softwar ack e			
02	Applied Electronics				
2.1	Software Environment Visualizing image software with atmospheric correction tool 10 user pack	01			
2.2	ESRI Atmospheric correction	01			
	I/We enclose Tender Deposit of Rs in favour of Finance & Accounts Offic				

Signature & Seal of Tenderer