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TENDER DOCUMENT

for

2TB External HDD – USB 3.0 for Windows and Mac Portable Hard Drive

Tender No. 1/2024

Date: 15th February, 2024

E-TENDER FOR

2TB External HDD – USB 3.0 for Windows and Mac Portable Hard Drive

Tender No. 1/2024

Last Date for Submission of Tender Form 15th March, 2024

Date Of Opening of Tender (i.e. Technical Bid) 15th March, 2024

Tender available on: <http://iaaps.org.in/>



INDIAN ASSOCIATION FOR ASIAN & PACIFIC STUDIES

Tender document for Purchase of 2TB External HDD – USB 3.0 for Windows and Mac Portable Hard Drive

Sealed tenders are invited from OEM/authorized dealers/firms for Supply & Installation of 2TB External HDD – USB 3.0 for Windows and Mac Portable Hard Drive as per, “Annexure A” as Technical Bid and "Annexure B" As Financial Bid with the following details:

Sl. No.	Particular	Quantity
1	2TB External HDD – USB 3.0 for Windows and Mac Portable Hard Drive	01

Important Notes to the Bidder

Sealed quotations are invited for supply of 2TB External HDD – USB 3.0 for Windows and Mac Portable Hard Drive at IAAPS as per list attached/given in “Annexure A-1 to A2”. Bids should be submitted by 15th March 2024 up to 11 am. at IAAPS office address as given above. Tender document can be downloaded from the IAAPS website at URL link: <http://iaaps.org.in/>

- Tenders shall be submitted in 2 parts. Part A (Technical Bid) and Part B (Financial bid) The Envelope of Technical bid as per annexure A-1 to A-2 and financial bid as per Annexure ‘B-1 to B-2’ should be kept in separate envelope. Both envelope Part A & Part B must be kept in a big envelope.

- Losses or damages in transit will be to the account of the supplier. The supplier may if he/she so desires get the goods insured and include such charges in the tendered rate.
- The undersigned is not bound to accept the lowest tender and may reject any tender or any part thereof without assigning any reason.
- All the columns of the “Annexure B” attached should be properly filled. The rates and units shall not be overwritten in the price schedule. The rates shall be quoted both in figures and words. The tender should be signed by the authorized signatory of the firm.
- No payment will be made in advance for any supplies under this tender. The valid documentary proof of Registration of Firm/Authorization, Sales Tax, VAT/Service Tax Registration No. & details of Income Tax registration (PAN) should be submitted along with the quotation.
- IAAPS reserves the right to verify/seek confirmation of all original documentary evidence submitted by the venders in support of the tenders, specifications for eligible criteria. In case any information furnished by vender is found false/incorrect, the tender will be rejected.
- Delivery and installation of the items are to be completed within 30 days from the date of confirmed purchase order. If delivery does not happen within 30 days, IAAPS reserve right to cancel the PO & may forfeit EMD as well as performance security.
- Normally the payment shall be made to agency within 30 days from the date of successful installation of equipment & subject to submission of proper Invoice along with warranty and installation certificate duly signed by supplier and concerned official of IAAPS. Payment will be released through online bank transfer as such copy of cancelled cheque in required along with Invoice.
- All legal proceedings, if necessity arises to IAAPS may be any of

the parties shall have to be lodged in the courts situated at Kolkata.

- Submission of all statutory requirements will be the sole responsibility of the agency/ Bidder.
- Arbitration Clause: If the dispute cannot be settled by mutual discussions within thirty (30) days period, either party may refer the matter to a panel to three arbitrators. Each party shall be the presiding arbitrator. The arbitration proceedings shall be held under the provisions of the arbitration and Conciliation Act, 1996 or any of its subsequent amendments.
- Last date for submission of tender will be consider the next working day if due to any reason the date of tender is declared as closed holiday for whatsoever reason.
- The detailed tender terms & conditions are given below



(To be Filled by the Vendor/Bidder)

• Name of the quoted equipment(s): -----

• Name of the Vendor: -----

• Full Address of the Vendor: -----

• Mobile No. & Email -----

• Registration No. of Firm: -----

• PAN: -----

• VAT/CST Registration No: -----



TERMS AND CONDITIONS OF THE TENDER

Price / Taxes:

Prices stated in this tender 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 the order. All prices specified herein include all charges for, but not limited to, inspection, and packaging. Prices set forth shall be inclusive of applicable taxes viz sales, value-added or similar taxes until and unless specified in the schedule.

Acknowledgement And Acceptance of agreement:

This agreement constitutes an offer from the IAAPS and is expressly limited to the Terms and Conditions contained herein. The Terms and Conditions of the agreement are those that apply to the purchase of materials, items, products, components or services (hereinafter referred to as "Material"). All exhibits, attachments, technical specifications, drawings, notes, instructions, or information referred in the agreement are incorporated herein by reference.

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 an agent or employee of IAAPS. 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.

Delivery:

The equipment should be delivered & installed at IAAPS office within a time period of 15 days from the date of purchase order. If any material is not delivered by the date specified therein, IAAPS reserves the right, without liability, to cancel the order for undelivered material not yet supplied 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. IAAPS 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's reasonable control, IAAPS at its option, may elect to take delivery of material and to pay such proportion of the contract price as deemed reasonable by IAAPS.

Reproduction of Documentation:

IAAPS 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 IAAPS of any Updated Information relative to the foregoing literature and documentation with timely written notice.

Rescheduling

IAAPS may without liability at least seven 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 within seven working days) of any necessary rescheduling.

Supply, 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, IAAPS' packaging specification.
- The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their destination as indicated in the Contract. The packing shall be enough to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' destination and the absence of heavy handling facilities at all points in transit, including the final destination.
- The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in the contract and in any subsequent instructions ordered by the Purchaser.
- It is the sole responsibility of the vendor to provide/replace the item/good if it is lost or broken during the shipping or transportation due to whatever may be the reason.
- Vendor is responsible to ensure, by contacting IAAPS, that the shipping has been properly done i.e., all the items/goods have properly reached IAAPS.

Changes/Amendments:

IAAPS shall have the right at any time, by written notice, in the fee 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. Price increase, extension of time for delivery and change in quantity shall not be binding on IAAPS unless sufficiently justified by vendor and accepted by IAAPS in a form of amendment/ Change Order issued and signed by IAAPS.

Inspection And Acceptance:

Material procured from vendor shall be inspected and tested by IAAPS or its designee at vendors cost. If deemed necessary by IAAPS, 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 IAAPS 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, IAAPS 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, IAAPS, 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 IAAPS in this article entitled INSPECTION is in addition to any other rights or remedies provided elsewhere in this order or in Law.

Invoicing / Payments / Set-Offs:

After each completion of supply/purchase order, the Vendor shall send duplicate invoices including item number to IAAPS'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. IAAPS 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 IAAPS with respect to this agreement.

Terms of Payment and Conditions:

100% of the payment shall be released upon successful commissioning of the equipment/ item and on production of the documents showing takeover and acceptance of the equipment/item by the consignee.

Price Fall Clause:

If at any time prior to delivery of the equipment/items the bidder/supplier reduces the sale price of such equipment/items as covered under this tender enquiry, to any organization (including Central/State/Deemed IAAPS) at price lower than the price quoted under this contract, he shall forthwith reduce the price payable under this tender for the equipment/items being supplied after the date of coming into force of such reduction, the price of equipment/items shall stand corresponding reduced.

Selection of the Bidder:

For the purpose of selection of the bidder, a two-stage bidding process will be followed.

The response to the tender should be submitted in two parts viz. Technical Bid & Commercial Bid & must be submitted in separate sealed envelopes.

(a) Technical Bid: Technical bid should contain information regarding the business turnover, experience and other details of the firm to judge the suitability of the bidder. Bidder must be proving the following documents:

a) Detailed firm & company details copy of registrations must be enclosed.

- b) Signed & Stamped compliance sheet of the technical specification as per Annexure A-1 to A-2 of the offered equipment/item with technical printed literature must be enclosed with the technical bid. Sl. No. of technical brochures should be mentioned against each technical specification to ensure the technical compliance.
- c) Authorization letter from manufacturer in case of dealer/s for the said equipment in bidding.
- d) Clientele list Performance Certificates from clients
- e) Self-attached photocopy of annual turnover, IT clearance Certificate, Audited Balance Sheet, etc. for the last three Years.
- f) The bidder/OEM self-declaration stating that he/she is not banned/debarred or black listed by any Central/State Govt. of India/PSU/Organizations/Institutes in India or abroad in prescribed format
- g) The form of the "Terms and Conditions" should be duly filled and signed by authorized person. It is only when the information about the company in technical bid along with Authorization letter from manufacturers (in case of distributor/dealer/retailers).

(b) Price Bid:

- a) Financial bid should contain price of the material required to be supplied as per Price Annexure "B" as supplied by IAAPS along with the Tender form, duly filled and signed by the authorized person.
- b) All costs should be given in figures and words. All the Govt. levies like sales tax, octroi, CD, and educational cess, service tax etc., if any, should be clearly and separately mentioned for each item or component. However, all taxes will be paid at actual rates applicable at the time of delivery.
- c) The rates quoted should be applicable to educational institutions and any cost d) advantage received in lieu in thereof should be passed on to IAAPS.
- e) Prices shall not be subject to escalation of any nature
- f) Prices should be FOR – IAAPS including all levies & installation

charges.

Vendors should clearly mark on the both sealed envelopes “Tender enquiry For Desktop Computers & Printers” (IAAPS) and “Financial / Technical Bid” on the respective envelope at left corner. While the above procedures lay down the overall guidelines, IAAPS reserves the right to select the vendor based on other parameters at its discretion.

Delivery and Opening of Tender:

All tender documents should be sent through courier, speed post, registered post or by person. Telegraphic / fax offer will not be considered and ignored straightway. All tender documents received after the specified date and time shall not be considered. The completed tender should be delivered at IAAPS office on or before 15th March, 2024 by 11.00 AM The Bids will be opened on 15th March, 2024 by 5 PM

Rejection of Bids:

- a) If bidders give wrong information in their bid, IAAPS reserves the right to reject such bids at any stage and forfeit the Earnest Money Deposit / Performance Bank Guarantee and cancel the order, if awarded.
- b) Incomplete bids are liable to be rejected.
- c) If the technical offer contains any price information the offer will be summarily rejected.
- d) Canvassing in any form in connection with the tender is strictly prohibited and the bids submitted by the bidder who resort to canvassing are liable for rejection.
- e) Unsigned tenders/bids, unattested corrections and over writing by bidders are also liable for rejection.
- f) The schedule for accepting the tenders shall be strictly followed– late tenders shall not be accepted.
- g) Bids submitted without supporting documents as mentioned or required to submit with bids are liable to be rejected.
- h) The Tenderers must confirm in their bid acceptance in full of the

terms and conditions in this enquiry. Any non-acceptance or deviations from the terms and conditions must be clearly brought out. However, tenderers must note carefully that any conditional offer or any deviation from the terms and conditions of this enquiry may render the quotation liable for rejection.

i) Each page of the tender document including all annexure duly stamped and signed by the bidder must be submitted along with the tender bid and tender should be page numbered.

Liquidated damages for delayed supply:

If Vendors fails to deliver any of or all products or does not perform the services within the period specified in the contract, IAAPS reserves the right to, without prejudice to its other remedies under the contract, deduct from the bill, a sum equivalent to 1% of the price of undelivered stores at the agreed price for each week to maximum limit of 5% of the value of stores so undelivered. Once maximum is reached, the second party may consider termination of contract.

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 IAAPS.

Cancellations:

IAAPS may cancel agreement entered with vendor in whole or in part, for no cause, upon written, FAX, telex, notice, email etc. to the Vendor, effective when sent, provided such notice is sent at ten (10) days prior to the delivery date specified on the face of this order. IAAPS may cancel order in whole or in part at any time for cause by written, FAX, or e-mail notice to the Vendor, effective when sent, in the event that the Vendor:

- (a) fails to comply with any term or condition of 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
- (e) voluntarily ceases trading; or
- (f) merges with or is acquired by a third party; or
- (g) Assigns any of its rights or obligations under the Order to a third party without IAAPS's advance written consent.

Upon the occasion of any one of the aforesaid and in addition to any remedies which IAAPS may have in Law or in Equity, IAAPS may also cancel this order or any outstanding deliveries hereunder by notifying the Vendor in writing of such cancellation and the Vendor shall thereupon transfer title and deliver to IAAPS such work in progress or completed material as may be requested by IAAPS. IAAPS shall have no liability to the Vendor beyond payment of any balance owing for Material purchased hereunder and delivered to and accepted by IAAPS prior to the Vendor's receipt of the notice of termination, and for work in progress requested for delivery to IAAPS.

Warranty: Comprehensive Onsite Warranty as mentioned in Annexure 'A' i.e. on technical specifications.

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 IAAPS'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.

Rights granted to IAAPS in this article entitled WARRANTIES are in addition to any other rights or remedies provided elsewhere in this order or in Law.

Patent Indemnity:

The Vendor shall have to indemnify, hold harmless and defend IAAPS, 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 IAAPS's) associated herewith. IAAPS reserves the right to be represented in any such action by its own counsel at its own expense.

Indemnity:

The Vendor will indemnify, defend and hold IAAPS, 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. IAAPS reserves the right to be represented in any such action by its own counsel at its own expense.

Compliance with Laws:

After acceptance of tender, successful bidder shall have to comply with the requirements of all the existing laws. The Vendor shall also have 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 will have to indemnify and hold IAAPS and its customers harmless from any loss or

damage that may be sustained by IAAPS, by reason of the Vendor's failure to comply with any laws, ordinance, regulations and codes.

Tenders received late, incomplete tenders and tenders not in conformity with our prescribed specifications, terms and conditions will be rejected. IAAPS will not be responsible for postal delay, non-receipt / non-delivery of tender documents or loss of documents in transit.

Law of the Contract:

The agreement entered with vendor shall be governed by and interpreted in accordance with the laws in existence.

Site preparation:

The supplier shall inform IAAPS about the site preparation, if any, needed for installation, immediately after receipt of the supply order. Suppliers must provide complete details regarding space and all infrastructural requirements needed for the equipment, which IAAPS should arrange before the arrival of equipment to ensure its early installation and smooth operation thereafter. The supplier may offer his advice and render assistance to IAAPS in the preparation of the site and other pre-installation requirements.

Rate quoted by vendor should be valid for at least six months from the date of receipt of quotation.

As far as possible, quotations should be given for goods of Indian manufacturer and foreign goods quoted and proposed to be supplied should be covered by normal input quota of the dealer. This IAAPS is exempted from payment of custom duty/excise duty. Certificate of the same will be provided by IAAPS, if needed.

I/We have read all the enclosed Terms and Conditions carefully and ready to

accept and according to that I/We are submitting herewith the tender.

Date: _____

Signature of Bidder

Place: _____

Seal of the Bidder

Annexure "A-1"

Technical specifications to be filled by bidder

Particular – 2TB External HDD – USB 3.0 for Windows and Mac
Portable Hard Drive

Quantity required – 01 no

Sl. No	Item	Detailed Specifications	Make /Model	Compliance (Yes/No)	Corresponding page no. and Sl. No./ para no. of datasheet catalogue / brochure in support of specification	Deviation/Remarks
	External Hard Disc	2TB External HDD – USB 3.0 for Windows and Mac Portable Hard Drive Hard Drive Interface – USB				

		3.0			
		Hard Disk Rotational Speed - 5400 RPM			
		Wattage - 3600			
		Hardware Platform - PC, Mac			

Annexure “B-1”

Financial bid to be filled by bidder for 2TB External HDD – USB 3.0

Name of Item	Make/Model	Unit Required	Rate Per Unit	Total Price
<u>1TB External HDD – USB 3.0 for Windows and Mac Portable Hard Drive</u>				
For Annexure A-1		01		
			Add-Any other charges Taxes if any Gross. Total	

