

GOVT OF NCT OF DELHI  
COLLEGE OF ART, 20-22, TILAK MARG, NEW DELHI  
NOTICE INVITING TENDER

Tenders are invited through e-Tendering process for the Supply of following Software in the College of Art, Govt of NCT of Delhi, relevant basic details are tabled below:-

ITEM LIST WITH SPECIFICATIONS

Sr. No.	Particulars	Quantity
1	Final Cut Pro Software (Academic Version)	25 User

DATES & EVENTS

Sr No.	Event	Date
1	Bid Document Downloading Start Date	28/02/2020 at 5:00 PM
2	Bid Document Downloading End Date	11/03/2020 upto 11:00 AM
3	Last Date & Time for Receipt of Bid	11/03/2020 upto 11:00 AM
4	Opening of Technical Bid	11/03/2020 at 11:30 AM

The bidders can download the e-Tender notice and Tender Documents for the purpose of online tender application on the website <https://govtprocurement.delhi.gov.in> and bid in question shall be submitted at the same, further, a copy of bid documents and EMD in Original shall be submitted offline, in sealed cover, to the Office of the Administrative Officer, College of Art, Govt of NCT of Delhi.

Principal (Officiating)/HOD  
College of Art

GOVT OF NCT OF DELHI  
COLLEGE OF ART, 20-22, TILAK MARG, NEW DELHI

TENDER DOCUMENT

College of Art is a prestigious institution of Govt. of NCT of Delhi invites online tenders from eligible suppliers for the supply of Final Cut Pro Software (Academic Version) as per Annexure-1

The tender document comprises of:-

- a) Item list with specification as per Annexure-1
- b) Terms & Conditions
- c) Tender Form (Annexure-2)
- d) Check list for Technical evaluate (Annexure-3)
- e) Undertaking (Annexure 4)
- f) Criminal liability undertaking on Rs. 10/- affidavit (Annexure-5)

TERMS & CONDITIONS

A Eligibility

1. The tenderer should have GST/Registration
2. The tenderer must have PAN card No. under Income Tax Act.
3. The tenderer must have not been blacklisted by any GovtDeptt/Authority/Agency.

B Work Conditions

1. The store should be supplied strictly in accordance with the supply order and with the approved specification as per Annexure-1
2. The successful Bidder shall supply the goods within 15 days from the date of issue of the supply order. The goods shall be supplied at the College Premises between 10.00am to 4.00 p,m on any working day.
3. Inspection of items in question supplied by the successful bidder will be done by the Principal or his authorized representatives at College of Art premises and the Principal of College of Art has right to reject the items if found unsatisfactory. Payments will be made only after the receipt of the items in good condition as per specification against the supply order in the college stores duly approved on satisfactory inspection/functionary & satisfaction report from the user Deptt.

4. The Tenderer shall supply the stores with proper packing and marking for transit so as to be received at destination free from any loss or damage. Cost of packaging, forwarding postage, will be done by the successful Tenderer.
5. The Delivery period of the items in question shall be 15 days from the date of Supply Order. The delivery period can be extended at the sole discretion of the Principal, in special circumstances on written request from the firm with /without penalty otherwise supply order any be cancelled and security deposit will be forfeited. Penalty @ 1% per week of the total bid amount including vat of for actual period of delay after the due date of supply of will be charged. Four days or more will be regarded as one week for the calculation of penalty.
6. All rejected stores shall be at the risk of the supplier and must be removed within 15 days.

### C Financial Terms

1. The contractor shall deposit EMD (Earnest Money Deposit) for an amount of Rs. 20,000/- in the form of an Account Payee DD in favour of DDO, College of Art, New Delhi along with the Tender document. The EMD will remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The EMD has to be submitted before the last date for submission of tender in the office of Principal, College of Art, G.N.C.T.D. New Delhi.
2. Any Tender not accompanied by EMD shall be rejected.
3. The successful tenderer will have to deposit FDR @ 10% of awarded contact value duly pledged in the name of DDO College of Art, New Delhi before execution of job as Security Deposit as a validity of 1 year(one year).
4. The public Sector Undertakings or Deptt. of Central/States Govts are exempted from furnishing Earnest Money Deposit.
5. Triplicate bills, duly pre receipted with appropriate revenue stamp affixed, be submitted in the name of the Principal, College of Art, Govt. of N.C.T of Delhi in respective stores.
6. The bill should be in printed form having printed bill number, GST/TAN Number.
7. In case it is a computer-generated bill, it must have the seal of the firm affixed on it.
8. FDR submitted by the tenderer shall be retained by the College. The FDR shall be released subject to successful fulfillment of terms and conditions, on receipt of requisite - No dues certificate from the concerned departments/authorities. FDR is liable to be forfeited if the tenderer withdraws or impairs or derogates the bid in any respect. No interest will be payable on earnest money deposit. No interest will be payable on FDR.

## D      GENERAL CONDITIONS

1. Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender
2. The Bidder to qualify for award of contract shall submit a power of attorney authorizing the signatories of the bid to commit each member of the Partnership/Consortium/Joint venture. Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/Consortium/Partnership. Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm. Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members
3. The Tenderer should not have ever been black listed by any Govt./Authority/Department.
4. Tenderer submitting a tender would be presumed to have considered and accepted all the terms and conditions. No enquiry, verbal or written, shall be entertained in respect of acceptance/rejection of the tender.
5. The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.

## E      PENALTIES/REJECTIONS/DISTPUTES

1. All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion failing which the matter will be referred to the Secretary (Law, Justice & Legislative Affairs), Govt. of NCT of Delhi or his nominee for arbitration whose decision shall be binding on the contracting parties.
2. This tender and subsequent contract shall be governed by rules/orders issued by Govt from time to time. The High Court of Delhi shall alone have jurisdictions to decide any dispute arising out of or in respect of the contract. Or The High Court of Delhi shall alone have jurisdictions to decide any dispute arising out of or in respect of the contract.
3. If any information furnished by contractor/bidder is found to be incorrect at any time,/stage the contract is liable to be terminated without any notice and the EMD/FDR is liable to be forfeited to the State by the Principal, College of Art
4. FDR is liable to be forfeited if the tenderer withdraws or impairs or derogates the bid in any respect.
5. No bidder/or his representative shall bring or attempt to bring any political or other outside influence to bear upon any concern authority or college functionaries to further his business interest. In doing so tender of the concerned tenderer will be rejected without assigning any reason.

6. Principal, College of Art has the full and exclusive right to accept or reject any or all the tenders without assigning any reasons and also to cancel the supply at any time without assigning any reason.
7. In case the Tenderer, whose rates have been approved and after the order is placed, fails to discharge the obligation of tender so awarded to him, part or in full or on the grounds of quality, Principal College of Art has the right to place the order to other firm at the cost and risk of contractor and the Principal College of Art shall have the right to forfeit the FDR or to take any legal action against defaulter contractor.
8. The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.
9. The bidder shall not make or cause to be made any; alteration, erasure or obliteration to the text of the Tender document, otherwise, it may attract rejection of bid & contract.

#### F PREPARATION AND SUBMISSION OF BIDS

1. The bidder shall, on or before the date given in the Notice Inviting Tender, submit his bid through e-tendering. The bidder shall submit the technical bid including EMD in original in sealed envelopes clearly marked with the name of the Tenderer.
2. One copy of the Tender document and Addenda, if any, thereto with each page signed and stamped shall be attached to acknowledge the acceptance of the same.
3. The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership firm, consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Copies of relevant power of attorney shall be attached.
4. The contractor shall deposit EMD (Earnest Money Deposit) for an amount of Rs. 20,000/- in the form of an Account Payee DD in favour of DDO, College of Art, New Delhi along with the Tender document. The EMD will remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The EMD has to be submitted before the last date for submission of tender in the office of Principal, College of Art, G.N.C.T.D. New Delhi.

5. The sealed cover of Technical Bid should consist of the following documents:-
- a) EMD for an amount of Rs 20,000/- in the form of an Account Payee DD in favour of DDO, College of Art, New Delhi
  - b) Self-attested copy of the PAN card issued by the Income Tax Department with copy of Income-Tax Return of the last three years i.e. -2016-2017, 2017-2018 and 2018-2019.
  - c) Self attested copy of GST Registration Number.
  - d) Duly filled and signed Annexure-2, &3.
  - e) Undertaking on a Stamp Paper of Rs.100/- (Rupees One hundred only) as per format prescribed in Annexure 4)
  - f) Affidavit on stamp paper of Rs. 10 (Rupees ten only) as per format prescribed in Annexure-5.
  - g) Scanned copy of undertaking duly signed with seal in respect of acceptance of NIT and Tender documents on Letter Head.
  - h) Copy of OEM Authorization Certificate is required.

6 All the sealed covers shall be addressed to the Principal, College of Art, 20-22, Tilak Marg, New Delhi-110001.

#### G BID OPENING AND EVALUATION

1. The authorized representatives of the Department will open the Technical Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time.
2. Technical Bid shall be evaluated in accordance with Check List as provided at Annexure 3.
3. Financial bids of only the technically qualified bidders will be opened.
4. The bid of any bidder who has not complied with one or more of the conditions will be summarily rejected.
5. Conditional bids will also be summarily rejected and subsequently, the technical bids will be evaluated
6. Among eligible, the Purchase Committee shall select the bidders as per their amount of bid offered.
7. The College of Art, Government of NCT of Delhi, will award the contract to the successful evaluated bidders whose bid has been found to be Lowest item wise (as per annexure 1) and responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document

ANNEXURE-1

ITEM LIST WITH SPECIFICATION

Sr. No.	Particulars	Quantity
1	Final Cut Pro Software (Academic Version)	25 User

COLLEGE OF ART, GOVT. OF NCT OF DELHI.

TENDER FORM FOR SUPPLY OFFinal Cut Pro Software (Academic Version)for the  
COLLEGE OF ART

Affix Duly Self  
Attested PP Size  
Recent Photograph of  
the Prospective Bidder

1. Cost of tender : Nil.
2. Due date for tender
3. Opening time and date of tender
4. Names, address of firm/Agency \_\_\_\_\_  
and Telephone numbers. \_\_\_\_\_
5. Registration No. of the Firm/ \_\_\_\_\_  
Agency, if any.
6. Name, Designation, Address \_\_\_\_\_  
and Telephone No. of \_\_\_\_\_  
Authorized person of Firm/ \_\_\_\_\_  
Agency to deal with. \_\_\_\_\_
7. Please specify as to whether \_\_\_\_\_  
Tenderer is sole proprietor/ \_\_\_\_\_  
Partnership firm. Name and \_\_\_\_\_  
Address and Telephone No. \_\_\_\_\_  
of Directors/partners should \_\_\_\_\_  
specified.
8. Copy of PAN card issued by  
Income Tax Department and  
Copy of previous three Financial  
Year's Income Tax Return.
9. Copy of GST registration No.
10. Details of Bid Security deposited:  
(a) Amount : Rs. \_\_\_\_\_  
(Rupees in words also)  
(b) DD No. \_\_\_\_\_  
in favour of \_\_\_\_\_
- (c) Date of issue:
- (d) Name of issuing authority:
11. Any other information:
12. Declaration by the bidder:  
This is to certify that I/We before signing this tender have read and fully  
understood all the terms and conditions contained herein and undertake  
myself/ourselves abide by them.

(Signature of the bidder)  
Name and Address  
(with seal)



COLLEGE OF ART, GOVT. OF NCT OF DELHI.

CHECK-LIST FOR TECHNICAL BID FOR SUPPLY OF Final Cut Pro Software (Academic Version) FOR THE COLLEGE OF ART

Sl. No.	Documents asked for	Page number at which document is placed.
1	Earnest Money Deposit for an amount of 20,000/- in the form of an Account Payee DD in favour of DDO, College of Art, New Delhi valid for 45 days beyond the Tender validity period	
2	Duly filled and signed Annexures - 2 & 3	
3	Undertaking on a Stamp paper of Rs.100/- (Rupees one hundred only) as per format prescribed in Annexure-4).	
4	Self-attested copy of the PAN card issued by the Income Tax Department with copy of Income-Tax Return of the last threeyears i.e. -2016-2017,2017-2018 and 2018-2019	
5	Self attested copy of GST Registration Number.	
6	Affidavit on stamp paper of Rs. 10 (Rupees ten only) as per format prescribed in Annexure-5).	
7	Scanned copy of Undertaking duly signed with seal in respect of Acceptance of NIT on Letter Head.	
8	Copy of OEM Authorization Certificate is required.	

Note: Photocopies of all necessary documents duly self attested must be attached for verification of the information provided.

Signature of the Bidder  
(Name and Address of the Bidder)  
Telephone No.

ANNEXURE-4

(UNDERTAKING (to be executed on Rs. 100/-No judicial Stamp Paper)

Group Name .....

Due on .....

To

The Principal,  
Govt. of NCT of Delhi,  
College of Art,  
20-22, Tilak Marg,  
New Delhi – 110001.

Sir,

I-----Son/daughter/wife of \_\_\_\_\_ resident of  
\_\_\_\_\_ & Proprietor / Partners / Director /Karta /Manager of  
\_\_\_\_\_ do hereby declare as under:-

1. This undertaking is being made on behalf of M/s\_\_\_\_\_I am fully authorize to make this undertaking on behalf of M/s\_\_\_\_\_

2. I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the content of the tender document and I undertake not to submit any complaint/ representation against the tender document after submission date and time of the tender. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of tender.

3. I/We undersigned hereby bind myself/ourselves to Lt. Governor, Delhi, to supply of Final Cut Pro Software (Academic Version) (as per annexure 1) for College of Art, Govt. of N.C.T. of Delhi, or on behalf of the President of India during the period under contract.

4. The articles shall be of the best quality and of the kind as per the requirement of the institution. The decision of the Principal, College of Art, Delhi (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me.

5. EMD deposited by me viz Rs. 20,000/- (Rs. Twenty thousand only) in the form of DD in the name of the DDO, College of Art, Delhi, as attached herewith and shall remain in the custody of the DDO till the supply & inspection of the goods.

6 the College of Art deems it necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.

7. I/We hereby undertake to supply the items during the validity of tender as per directions given in supply order within stipulated period positively.

8. If I/We fail to supply the stores in stipulated period the Principal, College of Art, has full power to compound or forfeit the EMD.

9. I/We declare that no legal/financial irregularities are pending against the proprietor/partner of the tendering firm or manufacturer.

10. I undertake to supply the Final Cut Pro Software (Academic Version) (as per annexure 1) within 15 days as per specification. I undertake to supply the order within stipulated period and if fail to supply order during the stipulated period the necessary action can be taken by the Principal, College of Art, Delhi.

11. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.

12. I/We undertake that the items supplied are as per sample/technical literature description.

13. I/We undertake that the quoted rates are not higher than that approved in any other Govt. institutions in Delhi for the same items.

14. Affidavit regarding no CBI inquiry/criminal proceeding/black listing is pending or going on against the manufacturer/bidder firm is also enclosed. I undertake that I will not submit any irrelevant documents with the tender and in doing so I will not have any objection if my tender is rejected on that ground.

15. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Govt. of India/Govt. of NCT Delhi College of Art. I/we also offer to supply the stores at the prices and rates not exceeding those mentioned in the price bid.

16. I/we do accept/agree terms and conditions of this tender enquiry.

17. I hereby confirm and declare that no agency commission or any payment which may be construed as an agency commission will be paid and that the bid amount will not include any such amount. If the College of Art finds to the contrary, the Principal College of Art reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.

(Name & Signature of  
Bidder with seal of firm)

Place .....

Date.....

Affirmation

I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of tender period Principal, College of Art will have full authority to take appropriate action as he/she may deem fit.

(Name & Signature of  
Bidder with seal of firm)

Place .....

Date.....

ANNEXURE-5

CRIMINAL LIABILITY UNDERTAKING ON Rs. 10/- AFFIDAVIT

I.....S/o..... Resident of  
.....

..... do solemnly pledge and affirm: -

1. That I am the proprietor /partner/authorized signatory (tick the appropriate one) of M/s.  
.....

2. That my firm has not been declared defaulter by any govt. agency and that no case of any nature i.e. CBI, Criminal/Income Tax/ Sales Tax/ Blacklisting is pending against me/partner firm.

(Name &Signature of Bidder with seal of firm)

Place.....

Date.....

PRICE BID

Sr. No.	Particulars	Quantity	Basic Price	GST	Total amount including GST/any other taxes (in Rs.)
1	Final Cut Pro Software (Academic Version)	25 User			

(Name & Signature of Bidder with seal of firm)