



AUD/1-10 (140)/2015 -16/Convocation/

Dated: 16 November 2015

To,

Subject: Notice inviting tender for arrangements of tenting, decoration and all associated work during Convocation of Ambedkar University Delhi (AUD).

Sealed quotations are invited from eligible and experienced firms for arrangements of tenting, decoration and all associated work during AUD Convocation. **Separately sealed Technical Bid and Financial Bid will be kept in a single outer envelope** and submitted to the Registrar, Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi- 110 006 on or before 10.00 AM on 26-11-2015 duly superscribing **“Tender bid for arrangements of tenting, decoration and all associated work during AUD Convocation”** on top of the cover.

Last Date of submission of tender / quotation: 26-11-2015 at 10.00 AM
Date of Opening of Technical Bids : 26-11-2015 at 10.30 AM
Date of Opening of Financial Bids of successful tenderers: 26-11-2015 at 4.30 PM

Bidders should read the tender document carefully as enclosed and comply strictly with the conditions, while submitting their bids. Clarifications, if any, may be sought from AUD Admin Division on Telephone No 23863655. Tender format can be downloaded from our website 'www.aud.ac.in'.

Deputy Registrar (Admin)

Copy forwarded to:-

1. Registrar, Ambedkar University Delhi
2. Controller of Finance, Ambedkar University Delhi
3. Dean, Student Services, Ambedkar University Delhi

Terms & Conditions

1. Parties:

The parties to the contract are the Tendering Firm and Ambedkar University Delhi (AUD).

2. Contractor:

The term contractor shall mean Company, Firm, Agency or the party to whom the Contract is awarded and shall include his/ her/ their heirs, legal representative, assigns and successors.

3. Scope of Work:

Arrangements of tenting, decoration and all associated work during AUD Convocation as described in Annexure-I.

4. Location:

The convocation will be held in the Kashmere Gate Campus of Ambedkar University Delhi. The Bidders, in their own interest, are advised to inspect the site at their own cost and see its physical condition before submitting tenders.

5. Eligibility Criteria:

(a) The Contractors should have successfully executed minimum 03 works in the past with Central or State Government or Public Sector Undertakings/ Autonomous bodies of Govt. of India, State Govt. or National level Educational Institutions/ Professional Bodies in India or abroad by providing similar services.

(b) The representatives of AUD shall have the authority to inspect the godown(s) and office(s) of the Contractor to adjudge the capability of his claim in executing the jobs. If it is felt that the Contractor does not have the capability to carry out the specified job in such an event, AUD reserves it right to reject the Bid on technical grounds. The decision of AUD in this regard would be final and binding.

6. Validity of Tender:

The tender is valid for a period of six months.

7. Validity of Bids:

The bids submitted by the Bidders shall be valid for a minimum period of 90 days, computed from the date of award of the contract.

8. General Conditions:

- (a) The tender should be submitted on the prescribed tender form (**Annexure-I, II and III only**). Tender should be filled in only as per unit for which rate is called. Deviation from prescribed unit will cause rejection of the whole tender.
- (b) If the cover of the tender is not sealed and marked, AUD will assume no responsibility for misplacement or premature opening of the bid.
- (c) The Bidder shall bear all costs associated with the preparation of his tender document including cost of any clarifications, required by AUD.
- (d) When deemed necessary, AUD may seek clarification on any aspect from the Bidders. However, that would not entitle the Bidder to change or cause any change in the price quoted. AUD may, if so required, ask the Bidder to give presentation for the purpose of clarification on the tender. All expenses for this purpose as also for preparation of documents and other meetings will be borne by the Bidder.
- (e) AUD will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.
- (f) A tender determined as not substantially responsive will be rejected by AUD and may not subsequently be made responsive by the Bidder by rectifying the non-conformity.
- (g) AUD may waive off any minor infirmity or non-conformity in the tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of other Bidders. The decision of AUD in this regard will however be final and binding.
- (h) Bidder shall not be permitted to withdraw his/ her/ their offer or modify the terms and conditions thereof after acceptance of tender. In case the Bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rate, the aforesaid amount of Earnest Money and Performance Guarantee, will be forfeited by the University. Besides this, the Bidder will also liable to be debarred/ blacklisted from participating in the tendering process of AUD in future or fined.
- (i) Tender containing any condition leading to unknown/ indefinite liability is liable to be summarily rejected.

(j) Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing in any form or try to influence the process either directly or indirectly shall be liable for rejection by AUD.

(k) If the Bidder withdraws his tender before the expiry of the validity period or makes any modifications in terms and conditions of the tender which are not acceptable to AUD, or the contract is not executed within three (3) days from the date of letter of acceptance or the work is not commenced on the stipulated date and time as per the work order, then AUD without prejudice to any other right or remedy be at liberty to forfeit the EMD and Performance Guarantee.

(l) Any modification/ corrigendum issued with regard to this tender document shall be uploaded on AUD website only. Bidders are, therefore, requested to visit the website regularly till the last stipulated date of issuance of the tender document for ascertaining any modification/ corrigendum issued in this regard.

(m) The entire tender document and copies of certificates submitted by the Bidder should be duly signed at the given places, together with initials on every page by the authorized person of the Bidder. Initial/ signature will indicate the acceptance of the tender papers by the Bidder.

9. Technical Bid :

(a) The Technical bid, having details of the firm along with the EMD, should be submitted in the form given in Annexure-II.

(b) A bidder will submit EMD of Rs 15000/- in the form of Demand Draft/ Banker's Cheque along with the bid.

(c) The Contractor/ Supplier should be a registered Firm with Trade & Taxes / Sales Tax /Service Tax Department etc. and should possess PAN, TIN (VAT), Sales tax, Service tax certificates, as applicable, copies of which should be enclosed.

10. Financial Bid:

(a) The Financial Bid should be submitted in the form given in Annexure-III. It will be opened at 4.30 PM on 26.11.2015.

(b) The consolidated price quoted shall be firm and final and payable for the goods delivered & installed and shall include all taxes, duties, VAT etc. as applicable.

(c) If no amount is mentioned against any item/ column then its value shall be considered as ZERO and Bidder has to provide/ supply that item/ facility free of cost.

(d) If there is a discrepancy in rates between figures and words, the amount given in words will prevail.

(e) In the case of successful Bidder, rates quoted shall be valid till the supplies are completed.

11. Criterion for Evaluation of Tenders:

(a) The evaluation of bids will be made by a Tender Evaluation Committee first on the basis of technical information furnished in form given in Annexure-II and then on the basis of commercial information furnished in form given in Annexure-III.

(b) AUD will award the contract to the Bidder whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be competent to perform the contract satisfactorily. AUD shall however not bind itself to accept the lowest or any tender bid, wholly or in part.

(c) It must be kept in view that no decision will be given by the Tender Evaluation Committee. Any inferences drawn during the meeting of this Committee by the Bidders or their representatives will be their own view and the University will not be responsible and will not abide by the same.

12. Award of Work:

(a) Financial Bids shall be opened only in respect of those Bidders who will qualify the conditions/ criteria of Technical bid.

(b) AUD will have discretion to award the contract to more than one Contractor, in case the successful Bidder fails to complete work. In such a condition, other Bidders shall work at the lowest accepted rate. AUD, however, reserves its right to recover the difference, if any, arising out of above condition from the Bidder if the other parties execute the work on higher rates than the lowest accepted rates.

(c) When deemed necessary, AUD may seek clarification on any aspect from the Bidders. However, that would not entitle the Bidder to change or cause any change in the price quoted. AUD may, if so desired, ask the Bidder to give presentation for the purpose of clarification of the tender. All expenses for this purpose as also for the preparation of documents and other meetings will be borne by the Bidder.

13. Right of Acceptance and Other Provisions:

(a) AUD reserves the right to accept or reject any or all bids/ quotations without assigning any reason and also does not bind itself to accept the lowest bid/ quotation or any tender. Any failure on the part of the contractor to observe the prescribed procedure and

any attempt to canvass for the work will prejudice to the contractor's quotation or any tender. Successful Bidder will be informed of the acceptance of his bid in writing. Necessary instructions regarding the amount and time provided for Security Deposit, if any, will be communicated.

(b) Any failure on the part of the Contractor to observe the prescribed procedure and any attempt by the Contractor to influence AUD for furtherance of his/ her interest, his/ her tender will be rejected forthwith. The decision of AUD in this regard will be final.

(c) AUD reserves the right to accept the whole or any part of the tender as portion of the quantity offered, which the Bidder shall supply at the rates quoted.

(d) AUD reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage.

(e) AUD reserves the right to increase or decrease quantity of the items given in the enclosed Annexure-I depending on the prevailing requirement.

(f) Representatives of AUD shall have the authority to inspect the office(s)/ stores/ facilities of the Contractor before award of the contract and the Contractor should facilitate the same.

14. Time Schedule for Completing of Work:

(a) The successful Contractor must complete the work satisfactorily by **2.00 p.m. on 03 December 2015** and handover the completion charge report of the work done, to the Deputy Registrar (Admin & Estate) in writing.

(b) In case, no completion letter for handing over of the Convocation tents is given by the Contractor, AUD shall consider the recommendation of the Deputy Registrar (Admin & Estate) for invoking penalty etc. for delay in work, if any.

(c) The Contractor shall engage technically qualified personnel in sufficient numbers for executing the work. AUD reserves the right to call for the details of staff so engaged by the Contractor.

(d) The Contractor or his/ her workers shall perform the electricity related works under supervision of the Junior Engineer of AUD.

15. Performance of Work:

(a) The proposed layout plan of the Convocation Area is attached at Annexure V. AUD reserves the right to change the layout depending upon prevailing conditions.

- (b) The colour scheme of the Convocation and Robing areas will be white and velvet.
- (c) The contractor will be responsible for the up-keep and maintenance of the entire tented area till the end of the Convocation, for which no extra payment shall be made. Breakage and damages, if any, shall immediately be replaced/ repaired without any extra cost.
- (d) The dismantling of structures should begin only after written permission from the Deputy Registrar (Admin & Estate) in writing. But, if it is done without prior permission and loss of any material or property, on the basis of complaint, if any, is brought to the notice of the Deputy Registrar (Admin & Estate), AUD shall provide a list of the losses to the contractor. The Contractor will be liable to pay the total amount of such loss thus incurred.
- (e) The Contractor shall indemnify the University against all damages/ charges and expenses for which the Government may be held liable or pay on account of the negligence of the Contractor or his servants or any person under his control whether in respect of accident, injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demands thereof. AUD shall not be responsible financially or otherwise for any injury to the Contractor or person deployed by him/ her during the course of performing duties.
- (f) The contractor should ensure his/ her inventory at own cost. In the event of any accident or on account of natural calamities/ riots or any other reason whatsoever during the execution of work or during the period of the Convocation, the Contractor shall not be entitled to any compensation or claim from AUD, for any loss to his personnel, articles, dead stock, furniture, fixtures, etc.

16. Insurance:

It will be the responsibility of the Contractor to take a comprehensive insurance cover against fire, damage, pilferage, etc., at his/ her own cost. The Contractor should take necessary precautions to safeguard against possible hazards/ accidents. AUD shall not be liable to pay any additional amount to the Contractor in case of any accident/ mishap and loss to the items/ equipment/ facility of the contractor in case no insurance cover is taken by the contractor for the items/ facility provided.

17. Subletting of Work:

The Contractor shall not assign or sublet the work/ job to any other person or party. If it is noticed by AUD that the Contractor to whom work has been awarded, sublets the work to other Contractor/ party including those person or persons who participated in the bidding process, then penalty of up to 25% on total bill shall be imposed. Apart from above, such Contractor can also be blacklisted from future tendering of the University.

18. Terms of Payment:

- (a) Material is to be supplied by the Contractor at AUD Kashmere Gate Campus on specified address. Payment shall be made through NEFT transfer only and TDS as applicable will be deducted, after satisfactory completion of work.
- (b) 100% payment would be made on delivery and submission of bill. No advance payment will be released.

19. Earnest Money Deposit (EMD):

- (a) The Technical Bid must be accompanied by Earnest Money Deposit of Rs 15000/-, submitted in the form of Demand Draft/ Banker's Cheque drawn on any Scheduled Bank in favour of "Registrar, Ambedkar University Delhi" payable at Delhi.
- (b) Bidder shall not be permitted to withdraw their offer or modify the terms and conditions of the tender. In case the Bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rate, or only undertake to do portion of the work, the aforesaid amount of earnest money will be forfeited by the University. Besides, the Bidder will also be debarred/ blacklisted from participating in the future tendering of the University or fined.
- (c) The EMD of other bidders will be returned after placing of the order to the successful Contractor.

20. Performance Security:

- (a) The Contractor selected would be required to furnish a Performance Security equal to 5% of the cost of the work order **within three working days** from the day of issue of work order, in the form of Demand Draft/ FDR/ Bank Guarantee from any Scheduled Bank in favour of "Registrar, Ambedkar University Delhi" payable at Delhi. In case the Performance Security is submitted in the form of Bank Guarantee, the same should be valid for a period of 3 (three) months beyond the date of expiry of the contract.
- (b) The Performance Security Money so deposited along with the EMD will be retained till conclusion of the Convocation and refunded along with balance payment without any interest.

21. Breach of Terms and Conditions:

In case of breach of any of terms and conditions, the Competent Authority will have the right to cancel the work order/ job without assigning any reason thereof. Nothing will be payable by AUD in that event and the EMD and Performance security deposit shall also stand forfeited. Besides, the Bidder will also be debarred/ blacklisted from participating in

the future tendering process of the University. AUD's decision that a breach has occurred will be final and shall be accepted without demur by the Contractor.

22. Force Majeure:

If, at any time during performance of the contract, the Contractor encounters conditions impeding timely execution of the work, he shall promptly notify AUD, in writing of the fact of delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Contractor's notice, AUD shall evaluate the situation and may at its discretion extend the time for completion.

23. Liquidated Damages:

In case of failure to complete the job in time, AUD shall impose a penalty of Rs 15000/- per hour without prejudice and initiate legal action, which the University may deem fit. The contractor may also be blacklisted for future work. In such situation, AUD shall have the right to make alternative arrangement for completion of the work through some other Contractor of its choice at his/ her/ their risk and cost. In that event, the entire cost so incurred by AUD will have to be recovered from the original Contractor **and the same will be deducted from the Bill/ Performance Security amount/ EMD.**

24. Arbitration:

(a) If dispute or difference of any kind shall arise between AUD and the Contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

(b) If the parties fail to resolve their dispute or difference by such mutual consultation, the same shall be referred to the sole arbitrator, to be appointed by the Vice Chancellor, AUD at Delhi as per the provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules framed there under. His/ Her decision will be final & binding on both the parties. The venue of arbitration shall be Delhi, India.

25. Legal Jurisdiction:

The agreement shall be deemed to have been concluded in the National Capital Territory of Delhi and all obligations hereunder shall be deemed to be located at the NCT of Delhi and the Court within NCT of Delhi will have jurisdiction to the exclusion of all other Courts.

Schedule of Requirement

The schedule of requirement is given below:

Ser No.	Description (Items/ Particulars)	Accou- -nting Unit	Quantity	Remarks
1	Water proof Hanger for Convocation area (Approx 1200 sq mtr)	Nos.	01	
2	Water proof Pagoda/ Marquees for Robing area (Approx 200 sq mtr)	Nos.	01	
3	Water proof Pagoda/ Marquees for Registration area (Approx 25 sq mtr)	Nos.	04	
4	VIP Entrance Gate near Robing area	Nos.	01	
5	Side screen from VIP Entrance to Robing area	Work	01	
6	Red carpet of standard width from VIP Entrance to Robing area, from Robing area to Convocation area, & inside the Convocation area and Robing area (Rate to be given per sq. mtr)	Sq. Mtr.		
7	Complete stage arrangement for 25 persons (size 32 ft x 24 ft, height 3 ft), conveniently stepped on two sides, along with red colour carpet, front cover by mat finish flex	Work	01	
8	Complete pedestal arrangement for Group Photograph area for 50 persons to sit/ stand in three rows (Approx 240 sq ft)	Work	01	
9	Lecture stand on stage with AUD logo	Nos.	02	
10	Chairs for stage	Nos.	25	
11	Chairs with white cover	Nos.	580	
12	Sofa of good quality for seating of minimum three persons	Nos.	30	
13	Centre table	Nos.	03	
14	Round tables (Four seater) with cover	Nos.	10	
15	Table(s) for Registration area 5 ft x 2 ft	Nos.	04	
16	Mike/ Public address system with speakers (JBL/ Bose or equivalent quality) and all accessories having a. Two hand held cordless mikes b. Two mikes with stand	Work	01	

17	Silent generator 80 KVA	Nos.	01	
18	Lighting arrangement in the Convocation area and Robing area	Work	01	
19	Flower decoration with good quality of fresh flowers a. Stage b. Convocation area including entrance c. Robing area	Work	01	
20	Hand bouquet	Nos.	02	
21	Table bouquet	Nos.	02	
22	Door mats 5 ft x 2 ft	Nos.	10	
23	Fire fighting arrangement	Work	01	
24	Dust bin (Minimum 55 ltr)	Nos.	12	
25	Other item 1			
26	Other item 2			
27	Other item 3			
28	Other item 4			
29	Other item 5			
30	Other item 6			
31	Other item 7			
32	Other item 8			

Seal of the Contractor/ Supplier

Name : _____

Designation _____

Of Authorized signatory

Dated _____

Technical Bid

The technical bid shall contain following information in a sealed cover super scribed “**Technical Bid for arrangements of tenting, decoration and all associated work during AUD Convocation**”. It shall consist of the following documents/ information:

1. Name & Postal address of Agency:

Telephones Nos :

Fax Nos.

E-mail:

Mobile Nos:

2. Name & address of Owners/ Partners/ Directors :

3. Nature of Agency (Sole/ Partnership/ otherwise) :

4. If Registered, Regn No with validity of registration with appropriate authority:

5. Sales/ Service Tax Regn No. (Attach copy):

6. PAN No. (Attach copy):

7. TIN/ VAT No. (Attach copy):

8. Details of turnover in the last three financial years (**indicate year-wise and attach audited document**) :

9. Three work orders issued by Govt organizations/ PSUs/ reputed Educational Institutions (Attach copies).

10. List of 3 reputed clients, with at least one client belonging to GOI/ State Govt. Dept./ PSU with telephone No.:

11. Has your organization been placed in defaulter category by any Govt. Department/ PSU? If not, please submit a certificate as per Annexure IV to this effect.

12. Are you related in any way with any staff member of AUD : Yes/ No.

13. The tender document should be **duly signed on each page.**

Check list

S. No.	Check list of documents/ Undertakings ?	YES/NO	Remarks (Give explanation if answer is No)
1.	Is demand draft/ banker's cheque for a sum of Rs 15000/- towards EMD, attached?		
2.	Is copy of Sales/ Service Tax Regn certificate attached?		
3.	Is copy of PAN No. attached?		
4.	Is copy of TIN/ VAT No. attached?		
5.	Is audited accounts statement of the last three financial years attached?		
6.	Are three work orders issued by Govt organizations/ PSUs/ reputed Educational Institutions attached?		
7.	Whether list of three reputed users (along with telephone numbers of contact persons) attached?		
8.	Is undertaking certifying that the firm is not black listed signed as per Annexure IV?		

Place :

Signature of the Proprietor/ Authorized Signatory

Date :

Rubber Seal indicating complete address

Financial Bid

The financial bid should be enclosed in a separate sealed cover super scribed **"Financial Bid for arrangements of tenting, decoration and all associated work during AUD Convocation"**. Firms must clearly indicate in their offers the different taxes and duties which they propose to charge extra mentioning clearly the present rate(s) thereof. Vague offers like "duties as applicable" shall not be considered.

Ser No.	Description (Items/ Particulars)	Accou-nting Unit	Qua-ntity	Rate per Unit (Rs)	Total cost (Rs)
1	Water proof Hanger for Convocation area (Approx 1200 sq mtr)	Nos.	01		
2	Water proof Pagoda/ Marquees for Robing area (Approx 200 sq mtr)	Nos.	01		
3	Water proof Pagoda/ Marquees for Registration area (Approx 25 sq mtr)	Nos.	04		
4	VIP Entrance Gate near Robing area	Nos.	01		
5	Side screen from VIP Entrance to Robing area	Work	01		
6	Red carpet of standard width from VIP Entrance to Robing area, from Robing area to Convocation area, & inside the Convocation area and Robing area (Rate to be given per sq. mtr)	Sq. Mtr.			
7	Complete stage arrangement for 25 persons (size 32 ft x 24 ft, height 3 ft), conveniently stepped on two sides, along with red colour carpet, front cover by mat finish flex	Work	01		
8	Complete pedestal arrangement for Group Photograph area for 50 persons to sit/ stand in three rows (Approx 240 sq ft)	Work	01		
9	Lecture stand on stage with AUD logo	Nos.	02		
10	Chairs for stage	Nos.	25		
11	Chairs with white cover	Nos.	580		
12	Sofa of good quality for seating of minimum three persons	Nos.	30		
13	Centre table	Nos.	03		

14	Round tables (Four seater) with cover	Nos.	10		
15	Table(s) for Registration area 5 ft x 2.5 ft	Nos.	04		
16	Mike/ Public address system with speakers (JBL/ Bose or equivalent quality) and all accessories having c. Two hand held cordless mikes d. Two mikes with stand	Work	01		
17	Silent generator 80 KVA	Nos.	01		
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22	Door mats 5 ft x 2 ft	Nos.	10		
23	Fire fighting arrangement	Work	01		
24	Dust bin (Minimum 55 ltr)	Nos.	12		
25	Other item 1				
26	Other item 2				
27	Other item 3				
28	Other item 4				
29	Other item 5				
30	Other item 6				
31	Other item 7				
32	Other item 8				
33	Total				
34	Taxes & Duties				
35	Grand Total				

Amount in words Rupees

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Signature :
Name & Designation :
Name of the Firm/ Agency :
Seal of bidder :
Date :

UNDERTAKING (To be submitted with Technical Bid)

It is certified that my Firm/ Agency/ Company has never been **black listed** by any of the Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or reputed Educational Institutions and no criminal case is pending against the said Firm/ Agency as on _____.

Signature of the Bidder _____

Name of the Signatory _____

Name of the Firm/Agency _____

Seal of the Firm/Agency _____

Place: _____

Date: _____

Proposed Layout Plan

