



F. No. AUD/1-10(152)/ Admn /2016-17

Dated: 15 Sep 2016

To,

Subject: Notice inviting tender for supply and installation of furniture items in Ambedkar University Delhi

The Ambedkar University Delhi (AUD) invites sealed tenders from competent & reputed manufacturers/ authorized distributors/ dealers for supply and installation of furniture items in Ambedkar University Delhi.

Technical & Financial bids are required to be submitted in separate sealed covers addressed to the Registrar, Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006 so as to reach us on or before 29-09-2016 up to 3.00 pm, duly super scribing the work i.e. **“Technical Bid for supply and installation of furniture items in Ambedkar University Delhi”** and **“Financial Bid for supply and installation of furniture items in Ambedkar University Delhi”** on top of the cover.

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

Deputy Registrar (Admin)

Copy forwarded for information to:-

- 1- Registrar, Ambedkar University Delhi
- 2- Controller of Finance, Ambedkar University Delhi
- 3- Co Director (Technical), Ambedkar University Delhi

AMBEDKAR UNIVERSITY DELHI

TENDER DOCUMENT FOR SUPPLY AND INSTALLATION OF FURNITURE ITEMS IN AMBEDKAR UNIVERSITY DELHI

1. Appendix A : Schedule of Requirement
2. Appendix B : Technical Bid form
3. Appendix C : Financial Bid form
4. Appendix D : Undertaking

**Ambedkar University Delhi
Lothian Road, Kashmere Gate
Delhi – 110 006**

SUPPLY AND INSTALLATION OF FURNITURE ITEMS IN AMBEDKAR UNIVERSITY DELHI

1. Parties:

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

2. Scope of Work

Supply and installation of furniture items in Ambedkar University Delhi as described in Appendix-A. The scope of work shall consist of fabrication and assembly for furniture including manufacturing, supply, installation at site, complete in all respects, and its maintenance during warranty period.

3. Eligibility Conditions:

(a) The manufacturers/ authorized distributors/ dealers, who have an annual turnover of more than Rs. 15,00,000/- (Rupees fifteen lakh) during each of the last three years shall only be eligible;

(b) The company should be ISO 9001 and ISO 14001 Company and/ or a Public Limited Company. Copies of all the above certificates are to be attached with Technical Bid.

(c) The supplier should be either itself a manufacturer or authorized distributor/ dealer of the manufacturer;

(d) The tenderer should have successfully executed at least one supply order of similar nature of value not less than Rs 5,00,000/- each to Central/ State Government/ PSU Departments/ organizations/ reputed educational institutions in each of the last three years. Copies of these supply orders should be attached with the Technical Bid.

(e) The tenderer will also have to furnish the Performance Report of the works mentioned in the clause 3(d) above, completed during the last three years.

(f) The Tenderer should have PAN No., TIN No. and VAT No. and should submit legible attested copies of PAN No., TIN No. and VAT No. with Technical Bid. Technical Bid not accompanied by these documents would be summarily rejected.

4. Preparation and Submission of Tender:

(a) Tender shall be submitted in official tender form only. If submitted in any other form, the same shall be summarily rejected.

(b) **The tender should be submitted in two parts** viz. Technical Bid and Financial Bid in the proforma given in Appendix-B and Appendix-C respectively with each bid kept in a **separate sealed cover**.

(c) Each cover must contain the address of the Tenderer, and should be superscribed with the statement **“Technical Bid for supply and installation of furniture items in Ambedkar University Delhi”** and **“Financial Bid for supply and installation of furniture items in Ambedkar University Delhi”**, as the case may be.

(d) These two covers should then be **kept in another sealed cover** addressed to Registrar, Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006, duly superscribed with the statement **“Tender for supply and installation of furniture items in Ambedkar University Delhi”**.

(e) The tender will be submitted **before 3:00 PM on 29-09-2016**. The Technical bid (Part-I) will be opened at 3:30 PM on 29-09-2016 in the presence of intending tenderers, if any. The tenderers, whose technical bids are found to be in order, shall be asked to submit complete Mock-up/ sample at three days' notice.

(f) The Financial bid (Part-II) of the tender will be opened after evaluation of the technical bids and Mock-up/ sample of only such tenderers, whose bids are qualified in technical evaluation.

(g) Any tender form with any correction, amendments, overwriting etc. shall be considered invalid and shall be rejected, except if duly initialed with seal of the tenderer.

(h) The tender is liable to be ignored if complete information is not given there-in, or if the particulars and data (if any) asked for in the schedule to the tender are not filled in.

5. Site Inspection:

The tenderer can inspect the site after taking prior approval between 10 am to 5 pm on all working days. Samples of some of the items listed in Appendix A (as mentioned in the document), are available with Ambedkar University Delhi, which can be contacted on 23865077 for this purpose. AUD will not be responsible for unawareness of facts.

6. Technical Bid :

(a) The Technical bid, having details of the Firm along with the EMD, should be submitted in the form given in Appendix-B.

(b) The tenderer is required to fill the details in column Nos 4, 5 & 6 of the table given in Appendix A and submit it along with the Technical bid.

- (c) Copies of necessary certificates will be enclosed with the Technical bid.
- (d) The vendor should also submit an undertaking as given in Appendix-D with the technical bid.

7. Earnest Money Deposit (EMD):

- (a) The Technical Bid must be accompanied by Earnest Money Deposit of Rs 15,000/- 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) The EMD of unsuccessful tenderers will be discharged/ returned to them after placing of the order to the successful vendor.
- (c) Earnest Money is required to protect the AUD against the risk of the tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the AUD.
- (d) The successful tenderer's EMD will be forfeited without prejudice to other rights of the AUD, if it fails to furnish the required performance security within the specified period.
- (e) No interest will accrue on the EMD/ performance security deposit.

8. Financial Bid:

- (a) The Financial Bid should be submitted in the form given in Appendix-C.
- (b) The consolidated price quoted shall be firm and final and payable for the items delivered, installed and commissioned in the Library.
- (c) The quoted rates shall include all taxes, duties, VAT etc. as applicable and no extra shall be payable on this account, item wise, wherever applicable.
- (d) TDS as per rule shall be deducted. The tenderer must enclose copy of PAN No supported by copy of PAN Card of the company.
- (e) The rates will be valid for a period of one year, from the date of opening of the tender documents.
- (f) Rates and amount should be written in figure and words cleanly for each item.

9. Validity of Bids:

The bids shall be valid for a period of 3 (three) months from the date of opening of the tender.

10. Criterion for Evaluation of Tenders:

(a) The evaluation of the tenders will be made first on the basis of technical information furnished in form given in Appendix-B which is an eliminatory round. Any inferences drawn by the tenderers or their representatives during the opening of the technical bid will be their own view and AUD will not be responsible / required to abide by the same.

(b) The Firms, which qualify in the initial screening based on the eligibility criteria at the time of evaluation of technical bids, will be required to prepare a mock up sample in 1:1 scale. The Mock-up should also include the submission of shop drawing in 1:20 scale having all joinery details used. No payment whatsoever will be made by the University for the Mockup/Sample.

(c) The bid should obtain minimum of 60 out of 100 marks with a minimum score of 50% in each category as per the following table:

Category	Description	Max. Overall Score	Max. Sub Head score
1	Mock up sample	60	
	a) Adhering tender design / specification		10
	b) Workmanship		25
	c) Aesthetics		25
2	Past performance (The marking system is placed as Annexure-I in Section II)	40	
	a) No. of similar assignments executed in last 3 years		15
	b) Clients commendation (appreciation certificates)		10
	c) ISO certification		5
	d) Average Turnover in last 3 years		10
	Total	100	100

(d) After, the technical evaluation of the bids, the University will open the 'Financial Bids' in form given in Appendix-C, of all the bidders who have scored more than 60% marks with a minimum score of 50% in each category in the technical bid evaluation, at notified time, date and place in the presence of the qualified bidders or their representatives, if any.

(e) As a part of the process to evaluate the tenders, the Tender Evaluation Committee may also invite the tenderers to make a presentation before it.

(f) The tender shall be awarded on the total value of all the items.

11. Right of Acceptance and Other Provisions:

- (a) The acceptance of the tender rests with AUD. The university is not bound to accept the lowest tender bid and reserves the right to accept or reject any or all the bids without assigning any reasons thereof. AUD also reserves the right to modify and/ or relax, any terms & conditions of this tender document to safeguard its interest.
- (b) AUD reserves the right to black list a defaulting vendor.
- (c) Any inquiry after submission of the tender will not be entertained.
- (d) Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvas for the purchase order will prejudice the Vendor's quotation.
- (e) AUD reserves the right to call off/ cancel the tender process without assigning any reason whatsoever, at any stage.
- (f) AUD reserves the right to increase or decrease quantity of the items given in the enclosed Appendix – A during the period of validity of rates, depending on the prevailing requirement.
- (g) The tender document is valid for a period of six months from the date of issue. If Supply order is not issued within this period, the process will have to start afresh.

12. Performance Security:

The vendor selected would be required to furnish a Performance Security equal to 5% of the cost of the supply 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. AUD reserves the right to ask for performance guarantee extension if contractual obligations are not fulfilled.

13. Time Schedule for Completing of work:

The supply and installation must be completed within 30 (thirty) days from date of issue of the supply order.

14. Warranty (12 Months Onsite Warranty including Spare Parts):

- (a) The vendor **will provide minimum 12 months comprehensive Onsite Warranty including spare parts etc**, from the date of completion of supply and installation of the items.

(b) The procurement of various materials shall be either from the manufacturers or their main authorized dealers to ensure that no duplicate/spurious makes are used in the works. The entire work shall be warranted against defective material and poor workmanship with liability of replacement or to the satisfaction of the University. In case of any claim arising out of this warranty, the AUD shall promptly notify the same in writing to the vendor.

(c) Upon receipt of such notice, the vendor shall, within 48 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective equipment or parts thereof, free of cost, at the ultimate destination. The vendor shall take over the replaced parts/ equipment after providing their replacements and no claim, whatsoever shall lie on AUD for such replaced parts/ equipment thereafter. The penalty clause for non-replacement will be applicable as per the penalty clause.

(d) In the event of replacement of defective equipment during the warranty period, the warranty for the replaced equipment shall be extended for a further period.

(e) If the vendor, having been notified, fails to respond to take action to replace the defect(s) within 48 hours on a 24(hrs.) X 7 (days) X 365 (days) basis, the AUD may proceed to take such remedial action(s) as deemed fit by it, at the risk and expense of the vendor and without prejudice to other contractual rights and remedies, which AUD may have against the vendor, including forfeiture of the performance security/ bank guarantee.

15. Delay in the Vendor's Performance:

(a) The vendor shall deliver the furniture items Ambedkar University Delhi and perform the services under the contract within the time schedule specified by the AUD in the Time Schedule for Completing of work and as incorporated in the contract. The time and the date schedule of delivery of the equipment mentioned in the Time Schedule for Completing of work / Incorporated in Contract shall be deemed to be of the essence of the contract and the delivery must be completed no later than the date (s) as specified in the contract / supply order.

(b) Subject to the provisions of the tender, any delay by the vendor in maintaining its contractual obligations towards delivery of the equipment and performance of services shall render the vendor liable to any or all of the following sanctions:

- i) Imposition of liquidated damages
- ii) Forfeiture of its performance security
- iii) Termination of the contract for default
- iv) Blacklisting the vendor

16. Penalty: In the event of the Vendor failing to:

- (i) Observe or perform any of the conditions of the work order as set out herein; or

(ii) Execute the order in good condition to the satisfaction of AUD or by the time fixed by AUD.

(a) It shall be lawful for AUD, in its discretion, in the former event to remove or withhold any part of the order, until such times as it may be satisfied that vendor is able to do and will duly observe the said conditions and in the latter event to reject or remove as the case may require any order executed otherwise than in a good condition and to the satisfaction of AUD and by the time fixed by it and in both or either of the events aforesaid to make such arrangements as it may think fit for the execution of the order so removed or order in lieu of that so rejected or removed as aforesaid on account and at the risk of the vendor.

(b) Provided further that if in either event any excess cost be incurred by reason of the difference between the prices paid and the accepted rates, AUD may charge the amount of such excess cost to the vendor and the same may at any time thereafter be deducted from any amount that may become due to the vendor under this or any other contract, or maybe demanded of him to be paid within fourteen days to the credit of the AUD.

(c) In the event of discovery of any error or defect due to the fault of the vendor at any time after the delivery of goods ordered, the vendor shall be bound, if called upon to do so, to rectify such error or defect at his own cost to the satisfaction of and within the time fixed by AUD. In the event of the delivery of any defective work, which owing to urgency or for any other reason cannot be wholly rejected AUD shall have the power to deduct from any payment due to the vendor such sum as it may deem expedient.

(d) If the vendor fails to deliver any or all of the equipment or fails to perform the services within the time frame(s) incorporated in the contract, the AUD shall, **without prejudice to other rights and remedies available to the AUD under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 1% per week of delay or part thereof on delayed supply of equipment/ replacement parts and/ or services until actual delivery or performance, subject to a maximum of 4% of the contract price.** Once the maximum liquidated damages/ or a period of 28 days, whichever is earlier, are reached, the AUD may consider termination of the contract.

(e) In the event of work being wholly rejected, AUD may at its discretion may either:

(h) Permit the vendor to re-do the same within such time as it may specify at Vendor's own cost of all sorts i.e. materials, labour, equipments, overheads, transportation etc;

or

(ii) Arrange to get the additional work done elsewhere and by any other person or from any other source than the vendor in which case the amount of extra cost, if any, shall be recovered from the vendor in the manner provided in sub-clause(b) of this clause.

17. Statutory Obligations:

(a) All statutory obligations under various laws from time to time shall be borne by vendor for which no extra payment shall be made at any time during the contractual period.

(b) The vendor shall at all times indemnify and keep indemnified the owner and its officers, employees, agents and students from and against all third party claims whatsoever (including time and shall not be limited to property loss and damages, personal accidents, injury or death of persons or servants or agents of any vendor/sub- vendor) and the vendor shall at his own cost and initiative at all time, maintain all liabilities under Workman's Compensation Act, Fatal Accident Act, Personal Injuries, Insurance Act and/or any other relevant Industrial Legislation, which is in force from time to time.

18. Breach of Terms and Conditions:

AUD may terminate the contract without any notice in case the vendor commits a breach of any of the terms of the contract. AUD's decision that a breach has occurred will be final and shall be accepted without demur by the vendor.

19. Subletting of Work:

The vendor shall not assign or sublet the work or any part of it to any other person or party.

20. Right to Call upon Information Regarding Status of work:

AUD has the right to call upon information regarding status of work at any point of time.

21. Terms of Payment:

(a) Items are to be supplied by the vendor at AUD Kashmere Gate campus on specified address.

(b) Payment shall be made through NEFT transfer only and TDS as applicable will be deducted, after satisfactory supply, installation and commissioning of the said items.

(c) AUD shall be at liberty to withhold any of the payments in full or in part subject to recovery of taxes including TDS as applicable and recovery of penalties mentioned in preceding para.

22. Force Majeure:

(a) For purpose of this Clause, "Force Majeure" means an event beyond the control of the vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not limited, acts of the University either in its sovereign or

contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargo.

(b) If a Force Majeure situation arises, the vendor shall promptly notify the University in writing of such conditions and the cause thereof. Unless otherwise directed by the University in writing, the Supplier shall continue to perform its obligations under the Purchase Order as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

23. Arbitration:

(a) If dispute or difference of any kind shall arise between the AUD and the vendor 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.

(c) All legal disputes shall be subject to the jurisdiction of Delhi courts only.

SCHEDULE OF REQUIREMENT

Tenderer is required to fill the details in column Nos 4, 5 & 6 of the table given below:

Sl. No. (1)	Name & Specification of the items (2)	Qty Required (3)	Offered Specification, make & model (4)	Whether offered items meeting the tender specifications (Yes/ No) (5)	Deviation from tender specification if any. (6)
1.	Manufacturing and providing officers table top made of 25mm PLPB of approved make supported on 25 mm PLPB as shown in the drawing no AUD/280/TD-02 with provision of 3 inch dia round opening wire management for computer /electrical cables at appropriate place will be made in the top surface of the cable inclusive of all hardware items or as directed by EIC	14 Sqm.			
2.	Full height storage cabinet of 600 mm x 2100 mm made of 18mm thick board of approved make with the shutters . The rate shall be inclusive of 150mm ss handles , hinges, locks etc . The all exposed surfaces to be finished with 1 mm thick laminate of approved shade and quality . The cabinet to have intermediate shelves of 18mm thick board of approved make with the spacing of not more then 450mm . The works include fixing of shutters as per the instruction of EIC. All the non exposed/inner surfaces to be enamel painted . the rates shall be inclusive of tower bolts , hardwares , multipurpose locks etc	6 Nos.			
3.	Chairs Medium Size (with wheels) The seat / back are made up of 1.2 cm thick hot pressed plywood and upholstered with fabric and moulded polyurethane foam together with moulded seat and back covers. BACK SIZE: 50.0cm. (W) X 72.0cm. (H) SEAT SIZE: 50.0cm. (W) X 46.5cm. (D) The High Resilience Polyurethane foam is moulded with density = 45+/-2 kg/m cube and hardness load 16+/-2 kgf as per IS:7888 for 25% compression. The seat cover is injection moulded in black co-polymer polypropylene and back cover is vacuum	6 Nos.			

	<p>formed from ABS sheets. Armrests made of black integral skin polyurethane with 50-70 Shore 'A' Hardness and reinforced with M.S. insert. The chair has mechanism 360 degree revolving type and Tilt tension adjustment. The twin wheel castors are injection moulded in Black Nylon.</p>				
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Seal of the OEM/ Authorized Supplier/ Distributor/ Channel Partner

Name : _____
 Designation _____
 Of Authorized signatory
 Dated _____

Technical Bid

The technical bid shall contain following information in a sealed cover super scribed “**Technical Bid for supply and installation of furniture items in Ambedkar University Delhi**”. It shall consist of the following documents/ information:

1. Name & Postal address of Vendor:

Telephones Nos.:

E-mail:

Fax Nos.

Mobile Nos:

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

3. If Registered, Regn No with validity of registration with appropriate authority (Attach Copy of Certificate):

4. TIN/ Sales/ Service Tax Regn No. (Attach Copy of Certificate):

5. PAN No. (Attach Copy of Certificate):

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

(a) Year 1 -

(b) Year 2 -

(c) Year 3 -

7. Attach Work order/ Certificate in support of experience for having undertaken Supply and installation of furniture items in the last three years (at least one proof for each year) to Central/ State Government/ PSU Departments/ organizations/ reputed educational institutions in the last three years. Copies of these supply orders should be attached with the Technical Bid.

8. The tenderer will also have to furnish the information regarding the Performance Report of the works mentioned in the clause 3(e) above, completed during the last three years.

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

(a) Client 1 -

(b) Client 2 -

(c) Client 3 -

10. Has your organization been placed in defaulter category by any Govt. Department/ PSU/ Reputed Educational Institution? If not, please submit a self attested certificate to this effect.

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

12. Details of Earnest Money Deposit (DD 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 reasons if answer is No)
1.	Is demand draft/ banker's cheque for a sum of Rs 15,000/- towards EMD, attached?		
2.	Is copy of Sales/ Service Tax Regn certificate/ TIN/ VAT No. attached?		
3.	Is authorization certificate of being authorized dealer/ channel partner of the OEM attached?		
4.	Are the copies of following certifications attached: a. ISO 9001 b. ISO 14001		
5.	Is copy of PAN No. attached?		
6.	Is IT Returns/ audited accounts statement of the last three years attached?		
7.	Are copies of three Work order/ Certificate issued by Govt organizations/ PSUs/ Autonomous bodies/ reputed Educational Institutions attached (Para 7 above)?		
8.	Are Performance Report of the works mentioned in the		

	clause 3(e) of the tender document attached?		
9.	Whether list of three reputed clients (along with telephone numbers of contact persons) attached?		
10.	Is undertaking certifying that the firm is not black listed attached as per Appendix D?		

Signature of the Proprietor/ Authorized Signatory

Rubber Seal indicating complete address

Place :

Date :

Financial Bid

I/We.....
.....of hereby agree, subject to acceptance of this tender by AUD, to supply furniture items in accordance with the specifications, terms and conditions of the contract as stated in the tender document at the rates and prices given below:

Ser No.	Description (Items/ Particulars)	Brand name & Model No.	Rate in Figures (Including all taxes and duties) (Rs)	Rate in Words (Rs)
1	Manufacturing and providing officers table top made of 25mm PLPB			
2	Full height storage cabinet of 600mm x 2100mm			
3	Chairs Medium Size (with wheels)			

Details of other items/other accessories offered.....

Note : The quoted rates shall include all taxes, duties, VAT, insurance, custom duty etc. as applicable and no extra shall be payable on this account. Vague offers such as custom duty extra, cartage extra, tax extra etc shall not be accepted. Any extra taxes, duties, levies not written in the above table but written separately at any other place in the bid document shall not be considered and the tenderer shall bear it.

Signature

Name & Designation

Name of the Vendor/ Agency

Date

Seal of tenderer

UNDERTAKING

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

Signature of the Tenderer
Name of the Signatory
Name of the Firm/Agency
Seal of the Firm/Agency

Place:

Date: _____