

अम्बेडकर विश्वविद्यालय दिल्ली



Ambedkar University Delhi

AUD/1-10 (140)/2015 -16/Convocation/8

Dated: 31.10 2016

To,

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**Subject: Notice inviting tender for supply of Memento for AUD Convocation.**

Sealed tender bids are invited for supply of Memento for AUD Convocation. The tender bid will be submitted to the Registrar, Ambedkar University Delhi, L0thian Road, Kashmere Gate, Delhi- 110 006 on or before 15-11-2016 duly superscribing "Tender bid for supply of Memento for AUD Convocation" on top of the cover.

Last Date of submission of tender / quotation: 15-11-2016 at 02.00 PM

Date of Opening of tender / quotation: 15-11-2016 at 03.00 PM

Bidders 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](http://www.aud.ac.in)'.

Deputy Registrar (Admin)

Copy forwarded to:-

1. Registrar, Ambedkar University Delhi
2. Controller of Finance, Ambedkar University Delhi
3. Dean, AES, 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**

Supply of Memento for AUD Convocation as described in Annexure-I and as per the design given in Annexure-III.

### 4. **Eligibility Criteria:**

(a) The Contractors should have successfully executed minimum one order in each of the past two years with Central/ State Government/ Public Sector Undertakings/ Autonomous bodies/ Educational Institutions/ Reputed Private Organisations by providing similar services.

(b) The Bidder should have PAN No. and Sales/ Service Tax No. Legible attested copies of these documents should be submitted with the Tender Bid.

### 5. **Validity:**

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.

### 6. **General Conditions:**

(a) The tender should be submitted on the prescribed tender form (**Annexure-I and II only**). Tender should be filled in only as per unit for which rate is called.

(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 the 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.

## **7. Tender Bid :**

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

(b) The bid must be accompanied by a sample of the prepared AUD Convocation Memento, failing which the tender shall be rejected out rightly.

(c) A bidder will submit EMD of Rs 3,500/- in the form of Demand Draft/ Banker's Cheque along with the bid.

(d) The vendor/ supplier should possess PAN No. and Sales tax/ Service tax certificates, as applicable, copies of which should be enclosed.

(e) The consolidated price quoted shall be firm and final and payable for the goods delivered at buyer's location and shall include all taxes, duties, VAT etc. as applicable.

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

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

## **8. Earnest Money Deposit (EMD):**

(a) The Tender Bid must be accompanied by Earnest Money Deposit of Rs 3,500/- 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 other bidders will be returned after placing of the order to the successful vendor.

#### **9. Performance Security:**

(a) 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.

(b) The Performance Security Money so deposited along with the EMD will be retained for a period of three months after the supply has concluded, and refunded without any interest.

#### **10. Criterion for Evaluation of Tenders:**

(a) The evaluation of bids will be made by a Tender Evaluation Committee first on the basis of quality of the sample supplied.

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

(c) Tender bids of only those Firms will be opened, whose sample is found to be of acceptable quality. Further evaluation of bids will be made on the basis of information furnished in form given in Annexure-II.

(d) 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.

(e) 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.

#### **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 accept the whole or any part of the tender as portion of the quantity offered, which the Bidder shall supply at the rates quoted.

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

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

(e) The copyright of the Mementos designed for AUD will vest with AUD and the vendor cannot sell the same design to others.

## **12. Warranty:**

The supplier warrants that the goods supplied under this contract are new, unused and shall have no defect, arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of supplied goods.

## **13. Time Schedule for Completing the Work:**

(a) The work must be completed within 15 (fifteen) days from date of issue of the supply order.

(b) 25% of the order will be supplied within 10 days from the date of issue of supply order and balance 75% will be supplied in the next 5 days.

## **14. Terms of Payment:**

(a) Material is to be supplied by the successful vendor 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 supply of Mementos as per the user requirement.

(b) 100% payment would be made on satisfactory delivery and submission of bill. No advance payment will be released.

## **15. 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.

**16. 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.

**17. Penalty:**

(a) In case the successful bidder fails to deliver the items within the stipulated period, a sum equal to 2% of the contract value of the indented items shall be deducted every day without prejudice till the actual delivery, subject to maximum of 20% of the value of the supply order.

(b) AUD may also initiate legal action, which the University may deem fit. The Contractor may also be blacklisted for future work.

(c) In such situation, AUD shall have the right to make alternative arrangement for completion of the work through some other agency of its choice at Contractor's 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.**

(d) If the items supplied are not found to be consistent with the sample submitted by the Bidder, AUD reserves the right to impose a penalty up to 30% of the total value of the order.

**18. 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.

**19. 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. A sample design of AUD Convocation Memento has been attached at Annexure III.

<b>Description</b>	<b>Quantity</b>
<b>Size</b> 7 inch x 9 inch x 14 mm <b>Material</b> Pine wood MDF <b>Printing Procedure</b> Matter engraved on Beach wood finish laminated MDF Sheet of 2.5 mm and inserted in the groove space for the same in the plaque. <b>Packing</b> Eco-Friendly Corrugated Brown Box 3 ply with Logo to be printed on the same.	400 Nos.

**NOTE:**

A specimen of prepared AUD Convocation Memento should invariably accompany the Tender bid, failing which the tender will be rejected out rightly.

Seal of the Vendor/ Supplier

Name : \_\_\_\_\_

Designation \_\_\_\_\_

Of Authorized signatory

Dated \_\_\_\_\_



**Tender Bid**

Please furnish the following documents/ information:

1. Name & Postal address of Vendor:

Telephones Nos.:

Fax Nos.:

Mobile Nos:

E-mail:

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

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

4. Details of Earnest Money Deposit (DD/ Pay Order No.):

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

6. The price quoted in the table given below shall include all taxes, duties and levies.

<b>Description</b>	<b>Rate (For one Memento) inclusive of all taxes (Rs.)</b>
<b>Size</b> 7 inch x 9 inch x 14 mm <b>Material</b> Pine wood MDF <b>Printing Procedure</b> Matter engraved on Beach wood finish laminated MDF Sheet of 2.5 mm and inserted in the grove space for the same in the plaque. <b>Packing</b> Eco-Friendly Corrugated Brown Box 3 ply with Logo to be printed on the same.	
<b>Total Rs.</b>	

7. **Amount in words Rupees .....**

**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 3,500/- towards EMD, attached?		

2.	Is copy of Sales/ Service Tax Regn certificate attached?		
3.	Is copy of PAN No. attached?		
4.	Is one work order issued by Govt organizations/ PSUs/ reputed private organizations in each of the previous two years attached?		
5.	Is the tender document signed on each page?		

Signature of the Proprietor/ Authorized Signatory

Rubber Seal indicating complete address

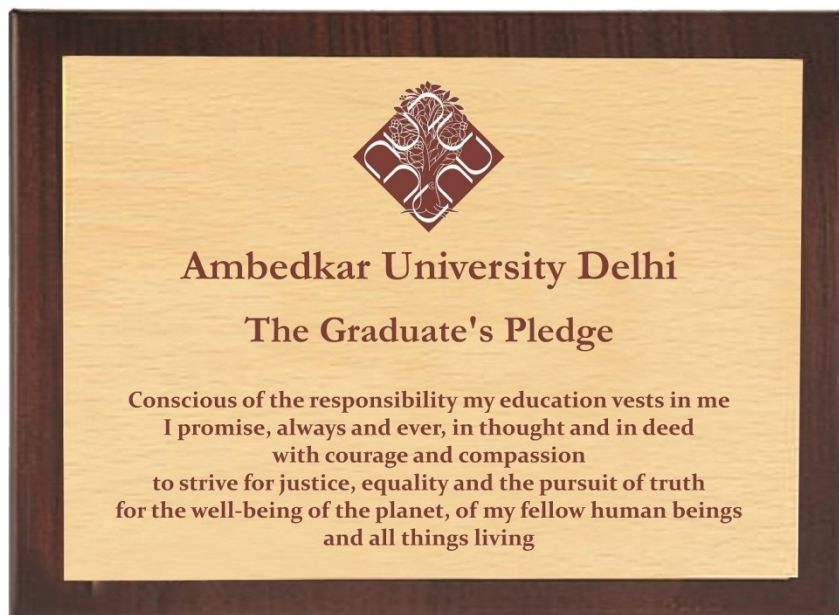
Place :

Date :

**Annexure-III**

## Sample/Design of Memento for AUD Convocation

### Front Design



### Back Design

