



CLUSTER INNOVATION CENTRE
UNIVERSITY OF DELHI, DELHI - 110007

Dated: 26/12/2017

Open Tender (eProcurement) Notice No. DIC/Furniture/eProc/2018/001

Cluster Innovation Centre, University of Delhi [CICDU] is in the process of purchasing following item(s) as per details as given as under.

Details of the item	Supply and installation of Modular Workstations (Furniture)
Earnest Money Deposit to be submitted	Rs. 25000/-

Notes:

- All details regarding the subject tender are available on our websites www.du.ac.in and <https://eprocure.gov.in/eprocure/app>. Bidders are therefore, requested to visit our websites regularly to keep themselves updated.
- Manual/hardcopy bids shall not be accepted.
- For submission of E-Bids, bidders are required to get themselves registered with <http://eprocure.gov.in/eprocure/app>. Tenders should be submitted before the end date and time of bid submission. Failing which offer will be liable for rejection. Papers related to company details (Copies of TIN No., PAN No, Sales Tax & Income Tax registration, etc) and product details (Printed product specification sheet and other brochure/ leaflets, etc) should also be uploaded by bidders along with bids.
- Clarifications/ queries, if any, can be addressed to the **Prof. B. Biswal**, Convener, Purchase Committee, Cluster Innovation Centre, University of Delhi on phone no. 9910336035 and email bbiswal@ducic.ac.in
- Pre-Bid meeting venue: Committee Room, DREAM Building, Gate 4, Chhatra Marg, DU North Campus, Delhi-110007

Prof. B. Biswal, Convener, Purchase Committee,
Cluster Innovation Centre, University of Delhi

SCHEDULE

Name of Organization	Cluster Innovation Centre, University of Delhi [DUCIC]
Tender Type (Open/Limited/EOI/Auction/Single)	OPEN
Type/Form of Contract (Work/Supply/ Auction/Service/Buy/Empanelment/ Sell)	BUY
Product Category (Civil Works/Electrical Works/Fleet Management/ Computer Systems)	OTHERS
Is Multi Currency Allowed	NO
Date of Issue/Publishing	26 / 12 / 2017 (10:00 HRS.)
Document Download Start Date	27 / 12 / 2017 (10:00 HRS.)
Pre-Bid Meeting at the site	03 / 01 / 2018 (11:00 HRS.)
Bid submission start date	10 / 01 / 2018 (10:00 HRS.)
Bid Submission end date	17 / 01 / 2018 (17:00 HRS.)
Date and time of submission of mock up sample	15 / 01 / 2018 (15:00 HRS.)
Date and Time of Opening of Technical Bids	22 / 01 / 2018 (16:00 HRS.)
Tender Fee	NIL
EMD	Rs. 25000/-
No. of Covers (1/2/3/4)	2
Bid Validity days (180/120/90/60/30)	120
Address for Communication	The Coordinator Design Innovation Centre, CIC DREAM Building, Gate 4, Chhatra Marg Delhi University North Campus Delhi - 110007
Contact No.	+91-11-27666702
Fax No.	+91-11-27666702
Mobile No.	+91-9910336035
Email Address	bibhucic@gmail.com
Website	https://ducic.ac.in

**CLUSTER INNOVATION CENTRE
UNIVERSITY OF DELHI
DELHI – 110007**



Supply of Modular Workstations (Furniture)
in
DREAM Building, Cluster Innovation Centre,
Gate No. 4, North Campus, University of Delhi

TENDER DOCUMENT

**Cluster Innovation Centre
University of Delhi
Delhi – 110 007**

Tender Document

1. Name of work : Supply of modular workstations (furniture) Items in DREAM Building, Gate No 4, Delhi University North Campus, Delhi - 110007
2. Last Date of Time for Submission of tender : 17th January, 2018 up-to 05:00 P.M.
3. Place/Office for Submission for Tender : CPP Portal - eProcurement
4. Date of Issue of Tender Document : 26th December, 2018, 10:00 A.M.

* EMD to be submitted in the form of a D/D drawn in favor of “Registrar, University of Delhi”, payable at Delhi, to be submitted at DREAM Building, Gate No 4, Delhi University North Campus, Delhi - 110007 before the bid submission end date and time.

SECTION I

INFORMATION & INSTRUCTIONS FOR BIDDERS

Earnest Money Deposit	Rs.25,000/- (Rupees Twenty Five thousand only) In the form of Demand Draft / Bankers cheque / Fixed deposit receipt (FDR) in favour of "The Registrar, University of Delhi", Payable at Delhi to be submitted at DREAM Building, Gate No 4, Delhi University North Campus, Delhi - 110007 before the bid submission end date and time.
Cost of Tender Form (Non-Refundable)	NIL
Completion period of the Purchase Order	Maximum 45 days (Forty Five Days) supply to commence from 10 th days from the date of issue of Letter of Intent.
Issue of e-Tender Document	26 th December, 2017 10:00 A.M. to 17 th January 2018 up-to 5:00 P.M. from CPP Portal (eProcurement). Tender Document may also be downloaded from the University website www.du.ac.in .
Date and time of submission of Tender	Latest by 17 th January, 2018 up-to 05:00 PM
Date and time of submission of mock up sample	Latest by 15 th January, 2018 up-to 03:00 PM
Opening of Technical bid in presence of the authorized representatives of bidders, if any.	22 nd January, 2018 at 04.00 PM
Clarification/Queries, if any, can be address to	Dr. B. Biswal +91-9910336035 bibhucic@gmail.com

1.0 Introduction

e-Tenders are invited in two Cover System – (Technical & Financial Bid) on behalf of the Design Innovation Centre, CIC, University of Delhi, Delhi – 110007 from reputed & eligible agencies for “Supply of Modular Workstations (Furniture) in the DREAM Building, Cluster Innovation Centre, Gate No 4, Chhatra Marg, North Campus, D.U., Delhi-110007

2.0 Scope

- 2.1 Supply of modular workstations furniture at DREAM Building, Cluster Innovation Centre, Gate No 4, DU North Campus, Delhi as per requirement given in Annexure -K.
- 2.2 Placing of furniture items, at the designated location as per supplied design layout.
- 2.3 Comprehensive on-site warranty for a period of **36** months from the last date of placing of all the items supplied as certified by the University.

3.0 Definitions:

- 3.1 CIC, DU means Cluster Innovation Centre, University of Delhi, Delhi
- 3.2 University means University of Delhi, Delhi
- 3.3 Employer means the Registrar, University of Delhi and his successor
- 3.4 Bidder/Supplier means the proprietary firm, partnership firm, limited company private or public or corporation
- 3.5 “Year” means “Financial year” unless stated otherwise.

4.0 Who can apply?

- 4.1 If the bidder is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.
- 4.2 If the bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full typewritten names and current addresses, or alternatively, by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.
- 4.3 If the bidder is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The bidder should also furnish a copy of the Memorandum and Articles of Association duly attested by a Public Notary.

5.0 Sealing and Marking of Bids

The bidder shall submit online at the CPP portal the “Technical Bid”, and “Financial Bid”, and submit offline the “Earnest Money Deposit” in a sealed cover at DREAM Building, Cluster Innovation Centre, Gate No 4, DU North Campus, Delhi before the bid submission end date and time.

6.0 Bid Submission:

- 6.1 The “Technical Bid” shall comprise of all documents as per clause-7 & 8.

- 6.2 The “Financial Bid” shall comprise of the price bids only of the items included in Section IV.
- 6.3 Each page of the Technical Bid & Financial Bid must be signed by the authorized signatory of the bidder with seal.
- 6.4 Duly signed tender document along with all corrigendum, addendum issued, if any, should also be sealed as part of technical bid.
- 6.5 Conditional tenders will be rejected.

7.0 Basic Eligibility Criteria

The formats for the documents to be submitted, with Technical bid, are placed at Section-II:

- 7.1 Letter of Transmittal (as per Annexure – A)
- 7.2 Legal status of the company/organization with legal proof along with copies of the original documents such as Income tax registration, service tax registration, Vat registration, etc (as per Annexure B)
- 7.3. The Bidding firm must be a single entity. Consortium or any kind of association of firms is not allowed.
- 7.4 The bidder should have earned profit in the last 3 consecutive financial years. Copies of Audited balance sheet of last three financial years i.e. 2009-10, 2010-11, 2011-12.(as per Annexure C) duly certified by the Chartered Accountant may be enclosed as a proof.
- 7.5 The bidder should have **averaged annual turnover of Rs.1 Crore** on sale of Furniture **during the immediate last three consecutive financial years**, duly certified by a Chartered Accountant (as per Annexure C).
- 7.6 The bidder should have executed at least one of the following in the last three years: (Details to be furnished in Annexure D)

One single order of similar work of furniture items having value of **Rs.25 Lacs or more**

OR

Two similar work of furniture items having value of **Rs.15 Lacs or more** each

OR

Three similar work of furniture items having value of **Rs.10 Lacs or more** each

Explanation:

- 1. “Similar work” means the work of supply, placing of furniture in public sector undertaking, Govt. department, and educational institutions or in reputed private sector.
- 2. “Value” shall mean gross value of the completed work including the cost of materials. This should be certified by an officer of the client organization on their letter-head.

- 7.7 An affidavit declaring that the bidder/organization has not been black listed by any Govt./Public/Private enterprises in the last 3 years.
- 7.8 The bidder will have to furnish the information regarding the Performance Report of the works of all works of similar nature mentioned in the clause 7.6, completed during the last three years. (as per Annexure E).
- 7.9 The bidder will have to furnish the information regarding the Timely Completion report of the works mentioned in clause 7.6 as per the Annexure F.
- 7.10 The Bidder should be ISO 9001:2008/14001:2004/BS OHSAS 18001: 2007 or equivalent certified company and copy of ISO Certification may be provided as a proof.
- 7.11 The firms, who are submitting their tender, will be required to arrange technical examination of a mock up sample in 1:1 scale for each quoted items.
- 7.12 Incomplete quote shall be summarily rejected.
- 7.13 Not fulfilling the specification may lead to cancellation of part/whole order. If the whole order is cancelled/rejected, the order shall be placed with the next lowest responsive bidder.

8.0 Basic Quality Eligibility:

- 8.1. Machinery List duly certify by CA (mainly 50T CNC, Power Coating Conveyer, Edge binding and Hot Press).
- 8.2. Own Powder Coating Plant duly certified by CA.
- 8.3 BIFMA Certification (The Business and Institutional Furniture Manufacturers Associations.)
- 8.4. The vendor should have in house testing facilities of furniture and its Hardwar as per standards set by BIFMA and Sri Ram Testing Lab. Delhi
- 8.5. Green Certification (IGBC)/ Green Guard Certification.

8.1 Evaluation Criteria:

- 8.1.1 Initial eligibility criteria.
Initial eligibility criteria will be evaluated as per the clause 7.0 & 8.0
- 8.1.2 Evaluation of Technical bid
 - (a) Adherence to the required technical specifications for dimension material properties. Shades of laminate, powder coating etc.
 - (b) Assessment of workmanships design aesthetics conformity to the overall layout and plan, whether all items match with each other etc.
 - (C) If a model is of significantly higher quality then the mentioned specifications in terms of design or material, it must be clearly justified point wise with all technical details.
 - (d) Technical evaluation will include examination of mock sample brought to the University site, plant visit, quality testing , aesthetics, service centre facilities etc. Each item will be graded as per the table given in 8.2.3. of the tender document.
- 8.1.3 Evaluation of Financial bid

8.2 Technical bid Evaluation:

8.2.1 Only those bids which qualify all the initial eligibility criteria as per clause 7.0 & 8.0 will be evaluated technically.

8.2.2 **Lowest bidder will be decided from the bid for the entire quantity.**

8.2.3 To qualify, the bidder should obtain an aggregate of 60 marks out of 100 marks with a minimum of 50% in each/respective category:

S.No.	Category	Max. Overall Score	Max. Sub Head score
1	Mock up sample	50	
	a) Adhering tender design / specification		10
	b) Workmanship		20
	c) Aesthetics		20
2	Past performance (The marking system in placed as Annexure-I in Section II)	50	
	a) No of similar assignments executed in last 3 years		10
	b) Clients commendation (appreciation certificates)		10
	c) Quality Certification		20
	d) Average Turnover in last 3 years		10
	Total	100	100

8.2.3.1 Even though any bidder may satisfy the above requirements, the bidder would be liable to disqualification if the bidder has:

(a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.

(b) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.

8.2.3.2 The evaluation of the technical committee shall be final and binding on all bidders.

8.3 Opening of Financial bid and evaluation:

After, the Technical evaluation of the bids, the University will open the 'Financial Bids', of all the bidders who have scored the minimum required marks as per clause 8.2.3, at notified time, date and place in the presence of the qualified bidders or their representatives, if any. The lowest financial bid in respective category shall only be considered for award.

9.0 Earnest Money Deposit:

9.1 The Earnest Money (EMD) must be attached (see Clause 5.1). The Earnest money shall be accepted with a minimum validity of 6 months in the following forms and shall be in favour of "Registrar, University of Delhi", payable at Delhi:-

- i. Demand draft/Bankers cheque
- ii. Fixed deposit receipt (FDR)

9.2 Tenders with no earnest money deposit will be summarily rejected. In case of successful bidder of the financial bids, the earnest money deposit will be returned on submission of performance Bank Guarantee.

9.3 In the case of unsuccessful bidders, the Earnest Money Deposit will be refunded without any interest.

10.0 Financial Bid:

- 10.1 The bidder shall quote unit item rates in Indian rupees (INR). No alterations in the form of tender, in the schedule of quantities or additions etc. shall be permitted. No changes in unit rates shall be allowed. The rates quoted in schedule quantity are for finished and completed items and no extra amount for carting or transporting material, labour, placing etc. shall be paid unless specifically so mentioned or provided for in tender. The rates should be inclusive of all leads and lifts for all materials in the completed items and also include all taxes, duties, royalties etc. including Work Contract Tax, labour cess, ESI, EPF etc. as applicable. No extra payment on this account will be made.
- 10.2 The Work Contract Tax/Turnover Tax/Income Tax shall be deducted at source at the rate that will be in force from time to time.
- 10.3 Terms of price shall be in Indian rupees (INR) inclusive of duties, packing, forwarding, transportation, assembly, placing at the assigned location University Campus, providing **36** months Warranty (on site and comprehensive) for all items along with applicable taxes and levies.

11.0 General information:

- 11.1 All information called for in the enclosed forms should be furnished against the relevant places in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against at the relevant place. Even if no information is to be provided in a column, a “nil” or “no such case” entry should be made in that column. If any particular/query is not applicable in case of the bidder, it should be stated as “not applicable”. The bidders are cautioned that supply for incomplete information called for in the application forms or supply for incomplete information called for in the application forms or deliberate suppression of any information may result in the bid being summarily disqualified. Bids received after the expiry of the stipulated date and time mentioned in the tender document will not be entertained.
- 11.2 The bid document should be legibly written. The bidder should sign each page of the bid.
- 11.3 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialing with date and rewriting. Pages of the eligibility criteria document are to be numbered. Additional sheets, if any added by the bidder, should also be numbered. Bid should be submitted as a package with signed letter of transmittal.
- 11.4 References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by officer of the client organization.
- 11.5 The bidder may furnish any additional information which is necessary to establish the capabilities to successfully complete the envisaged work. The bidder, however, advised not to furnish superfluous information. No information shall be entertained after submission of tender document unless it is called for by the University.
- 11.6 Any information furnished by the bidder found to be incorrect either immediately or in future, would render the bidder liable to be prohibited from tendering/taking up of any work in University of Delhi.
- 11.7 The successful bidder shall have to work in co-ordination and co-operation with any other agencies appointed by the University to work simultaneously in the same or adjoining area. The decision of the University in case of any dispute between the different agencies appointed by the University shall be final and binding.

- 11.8 The bidder will have to enter into regular agreement on the receipt of acceptance of the tender and shall abide by all the rules and regulations embodied therein.
- 11.9 Income tax, Works Contract Tax and any other tax at the rates in force during the progress of contract that will be in force from time to time shall be recovered/deducted from the released payment amount.
- 11.10 Sales Tax, purchase Tax, turnover tax or any other tax on material applicable on the date of submission of bid in respect of this contract shall be payable by the contractor and University will not entertain any claim whatsoever in respect of the same.
- 11.11 The bidder shall have to make his own arrangement at no extra cost to the University for water supply, sanitation and electric supply etc. if required at the site of work.
- 11.12 On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the University shall be communicated in writing to the Registrar.
- 11.13 The contractor shall furnish a list of University employees related to him, if any.
- 11.14 The material used shall be BIS standards of first quality.
- 11.15 If the bidder obtains a contract with University as a result of wrong tendering or other non-bonafide methods of competitive tendering, the University reserves the right to terminate the contract without any liability to the contractor.
- 11.16 Without prejudice to any of the rights or remedies under this contract if the contractor dies, the University shall have the option of terminating the contract without any compensation to the legal heir of the contractor.
- 11.17 Escalation: Increase in rates of material/Labour shall not be payable on any account. Price quoted shall be firm and no escalation will be allowed on any account.
- 11.18 The successful bidder will have to sign an agreement within stipulated time period as mentioned in the letter of intent. The necessary fees, stamp paper, etc. required for completing the agreement have to be borne by the bidder.
- 11.19 Scope of Work.

The Scope of work shall consist of fabrication and assembly for furniture including manufacturing, supply, placing, at site, complete in all respects, and its maintenance during warranty period.
- 11.20 Specification for Work, Quality and Workmanship
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 for a period of one year against defective material and poor workmanship with liability of replacement or repair to the satisfaction of the University.
- 11.21 Guiding Images
Guiding images in Section-III provide only a general idea about the furniture to be supplied under the Scope of the Contract and are by no means final drawings showing the full range of goods under the scope. Goods has to be executed strictly according to Mock-up and shop drawing submitted with the bid and correction if any suggested/approved by the University.

11.22 Watch and Ward

The Contractor shall be responsible for watch and ward of all the works, equipment and various materials till complete handing over the works.

11.23 Safety and Security

Safety and Security of workers/staff, material, equipments, etc. will be the responsibility of the contractor. The university will not be held responsible on this account.

11.24 The University reserves the right, without being liable for any damages or obligation to inform the bidder, to:

- (a) Amend the scope and value of contract to the bidder,
- (b) Reject any or all the applications without assigning any reason.

11.25 Any effort on the part of the bidder or his agent to exercise influence or to pressurize the University would result in rejection of his bid. Canvassing of any kind is prohibited.

12.0 Final decision making authority

The University reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders. No claim whatsoever will be entertained/paid by the university to the bidder(s).

13.0 Summary Rejection of tender:

13.1 The tenders not accompanied with Earnest Money Deposit shall be summarily rejected.

13.2 If the bidder cannot arrange mock-up sample examination within the time limit his tender will be summarily rejected.

13.3 Deviations from the required technical specifications, if any, must be clearly highlighted.

13.4 If the bidder proposes any alternation in or additions to the prescribed form of tender or decline to carry out any work of the tender document; or any conditions mentioned, etc., his tender is liable to be rejected.

14.0 Other Conditions:

14.1 The University reserves the right to execute the work or reject the tender without assigning any reason or incurring any liability to the bidder.

14.2 The University has the authority to make any alteration in, omission from, addition of or substitution for the original specifications, drawings, designs.

14.3 Variation in the quantity of each type of furniture, \pm 25% from the proposed quantity will be acceptable to the bidder.

15.0 Site visit

The bidder is requested to visit the work site and get acquainted with site conditions regarding layout and all other matters, affecting the work before filling in the item rates. Submission of a tender by a bidder, implies that they have read these instructions and have made themselves aware of the scope of the work, conditions of contract and University will not, therefore, bear any extra charges on any account, in case the bidder finds later on to have misjudged the site conditions or specification.

16.0 Amendment of tender document:

- 16.1 Before the deadline for submission of tender, the University may modify the tender document by issuing Amendments.
- 16.2 Any amendments thus issued shall be a part of the tender document and shall be uploaded only on the University website (www.du.ac.in). Prospective bidders must visit the website before filling and submission of Tender Document for such information.

17.0 Offer Validity period of Tender:

The offer should hold good for a period of 120 Days (One hundred and twenty days) from the date of opening of tender. During the period no bidder shall be allowed to withdraw his tender. In case of withdrawal, the EMD submitted by the bidder shall be forfeited and no claim shall be entertained in this regard.

18.0 Performance Guarantee:

- 18.1 The Performance Guarantee of 10% of the total tendered value will be deposited by the successful tenderer within the 10 days from the date of issue of the Purchase Order. The Performance Guarantee shall be accepted in the following form and shall be in favour of “Registrar, University of Delhi”, payable at Delhi with a validity of months as under:-
- i. Fixed deposit receipt (FDR) of a nationalized bank (42 months validity)
 - ii. Bank Guarantee (As per Annexure-I) (42 months validity)
- 18.2 The Performance Guarantee will be refunded without any interest after the successful completion of warranty period.
- 18.3 In case of non submission of Performance Guarantee within specified time, the earnest money will be forfeited and the University may consider to black list the contractor.

19.0 Sample Approvals

- 19.1 A pre-delivery inspection may be undertaken by the University representatives at the place of manufacturing of the suppliers works. If required, inspections at various stages of manufacturing can also be undertaken by the university representatives at suppliers work and contractor should not have any objection for the same. The time taken for delivery inspection is inclusive of the scheduled completion time of the delivery & placing. If there are any issues, regarding quality of material the University reserves right to get the material tested and the contractor has to pay all expenses towards transportation, testing charges, etc.
- 19.2 Each of the supplied items will have to conform to the sample shown by the bidder for evaluation that has been approved. If the technical committee observes that the quality of the supplied items appears to be lower than the sample provided, then randomly selected supplied items will be subjected to further third party testing at the Sri Ram Test Laboratories, New Delhi. Vendor will bear the cost of the test. Negative report may lead to cancellation of Purchase order, forfeiture of Performance Bank Guarantee and necessary legal action for fraud.

20.0 Warranty

The contractor shall provide **36 months** Warranty (on site and comprehensive) on all items from the last date of placing and shall be responsible for any defects that develop in the furniture. They shall also replace any defective part of the product supplied and other accessories, without any exception and recourse, free of cost.

The contractor is responsible for all packing, unpacking, assembly, placing of units. The contractor will test the products and accomplish the adjustments necessary for successful and continuous operation of the products supplied at all placing sites and shall ensure maintenance of the supplied products during the warranty period. All the repairing/replacing of defects shall be done by the contractor totally free of cost.

21.0 Duration

The items covered under this tender are required to be delivered and placed at University Campus, Delhi **within 45 days**, as specified in delivery schedule submitted by bidder. The supply and placing on items is to commence 30th day after the issue of purchase order. The 45 days will start after 10 days from date of Issue of Letter of Intent by the University.

22.0 Payment Terms

Payment for Goods and Services shall be made by University in Indian Rupees as follows:

- 22.1 Payment will be made in installments for respective batches/lots as specified in the delivery schedule.
- 22.2 75% of the payment, on prorata basis, will be made on delivery, assembly, placing and receipt of the invoice against thereof for each batch/ lot.
- 22.3 The 25% of the contract price shall be paid to the supplier after the complete supply/placing as mentioned in the purchase order.
- 22.4 Each invoice should be submitted in duplicate clearly specifying contract no, goods description, quantity, unit price, total amount along with warranty certificate, etc.
- 22.5 No advance payment will be made under any circumstances.

23.0 Delay and Non Conformance

- 23.1 If the contractor fails to supply and place any or all of the goods within the period specified in the Purchase Order, University shall without prejudice to its other remedies under the Purchase Order, deduct from the contract price, as liquidated damages, a sum for delay until actual delivery. The penalties will be maximum of 10% of the contract amount/awarded value.
- 23.2 In case of extraordinary delay, the University reserves the right to terminate the contract without any liability to cancellation charges and encash the submitted Performance Guarantee.

24.0 Services during warranty period

- 24.1 The maximum response time for maintenance complaint during warranty period (i.e. time required for contractor's maintenance engineer to report at the placing after a request call/telegram is made or letter is written) shall not exceed 02 days.
- 24.2 The period for correction of defects in warranty period is 03 days.
- 24.3 In case the rectification of defects is not carried out within 03 days and replacement of defective items are not provided, a penalty of sum equivalent to 5% per week of the delivered price of that defective item(s) shall be levied. This penalty is applicable upto a maximum of 4 weeks (maximum 20%). Subsequently, the rectification shall be carried out by the University at the risk and cost of the contractor. The cost of the repairs along with the penalty of 100% shall be recovered from the payment

withheld with University and the balance amount if any, will be paid to the contractor after completion of warranty obligations.

26.0 Substitution and Wrong Supplies

Unauthorized substitution or materials delivered in error of wrong description or quality or supplied in excess quantity or rejected goods shall be returned to the contractor at contractor's cost and risk.

27.0 Insurance, Freight and Deliveries

27.1 The contractor shall make all arrangements towards safe and complete delivery at the designated locations indicated by University in the Purchase Order. Such responsibility on part of the contractor will include taking care of insurance, freight, state level permits etc. as applicable.

27.2 The contractor will keep University informed about changes, if any, in various stages of deliveries, placing.

28.0 Arbitration and Settlement of Disputes:

28.1 University and the contractor shall make every effort to resolve amicably by direct information negotiation by difference or dispute arising between them under or in connection with the University order.

28.2 If after thirty (30) days from the commencement of such informal negotiations, University and the contractor have been unable to resolve the dispute either party may require that the dispute be referred for resolution to the formal mechanisms as specified hereunder:

28.2.1 Any dispute or differences whatsoever arising between the parties out of or relating to the manufacturing, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties. The sole arbitrator shall be appointed by the Vice Chancellor, University of Delhi.

28.2.2 The performance under this contract shall not stop for any reason whatsoever during the said dispute/proceedings, unless the contractor is specifically directed by University to desist from working in this behalf.

28.2.3 The venue of arbitration shall be Delhi/New Delhi. The language of proceedings shall be English. The Law governing the substantive issues between the parties shall be the Laws of India.

28.2.4 It is also a term of that if any fees are payable to the arbitrator, these shall be paid equally by both the parties. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims.

30. Quantity of order & Repeat Order

30.1 Quantities given in the tender are approximate and can vary to an extent of $\pm 25\%$ for each item

30.2 Repeat orders may also be placed on the rates and conditions given in the tender provided that the period is not more than one year from the date of opening of the financial bid.

31.0 Force Majeure

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

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

If a Force Majeure situation arises, the contractor 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.

SECTION II

**INFORMATION REGARDING TECHNICAL
ELIGIBILITY
(Annexure A to I)**

Annexure – A

**LETTER OF TRANSMITTAL
(Letter to be submitted by the vendor on his letterhead to University)**

From:

To

The Registrar
University of Delhi
Delhi

Sub: Submission of Tender Document for the work of **“Supply and placing of modular workstations furniture items in the DREAM Building, Cluster Innovation Centre, Gate No 4, University of Delhi North Campus, Delhi”**.

Sir,

With reference to above tender, having examined and understood the terms & conditions forming part of the tender and as detailed in Tender document for the above work, I/we hereby submit the relevant information.

1. I/we hereby certify that all the statement made and information supplied in the enclosed annexures/forms accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the requisite certified solvency certificate and authorize the Registrar, University of Delhi to approach Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize the University of Delhi to approach individuals, employers, firms and corporation to verify our competence and general reputation.

Signature(s) of Bidder(s) with seal

(A) BIDDER PROFILE

1. Name and Address of the bidder
2. Telephone No./Mobile No./Fax No.
3. Legal status of the bidder (attach copies of original documents defining the legal status)
 - A proprietary firm
 - A firm in partnership
 - A limited company or corporation
4. Particulars of registration with various Government Bodies
5. Year of existence in this field
6. Location of Manufacturing Units/Plants
7. Income Tax Registration, GST Registration (Attach Copies).
8. Copy of PAN Number
9. Copy of TIN Number

Signature(s) of Bidder(s) with seal

Strength of Firm
FINANCIAL INFORMATION

- 1) **Financial Analysis** – Details to be furnished duly supported by figures in balance sheet/profit and loss account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached)

Item	2012-13	2013-14	2014-15
Annual turnover on sale of furniture			
Profit after Tax			

Signature of Chartered Accountant with seal

Signature(s) of Bidder(s)
with seal

Annexure D

DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED DURING THE LAST THREE YEARS.

S.N	Name of Work/Project and location	Name of the Organization	Value in Lacs of Rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Names and address/telephone number of officer to whom reference may be made	Remark
1	2	3	4	5	6	7	8	9

- i. “Value” shall mean gross value of the completed work including the cost of materials. This should be certified by an officer of the client organization on their letter-head.
- ii. Project completion certificate shall be attached.

Signature of Bidder(s) with seal

Client Satisfaction Report

M/s had worked on
(Name of Project).....of this organization
as and
the performance of
was found to be (Very Good / good /Satisfactory/ Unsatisfactory).

Signature

Name

Designation

Name of the organization.....

.....

Address.....

.....

(Pl. affix seal)

Completion Report

M/s.....
had worked on (Name of Project)
.....starting Date
....., stipulated date of completion
....., Actual completion date
..... And extension of time was granted without
levy of compensation / with levy of compensation on
(Contractor / Supplier).

Signature.....
Name.....
Designation.....
Name of the organization.....
.....
Address.....
.....
(Pl. affix seal)

Annexure G

Detail of Technical & Administrative personnel to be employed for the work

S.N	Designation	Total number	Number available for this work	Name	Qualification	Professional experience and details of work carried out	How these would be involved in this work	Remark
1	2	3	4	5	6	7	8	9
1								
2								
3								
4								

Signature (s) of Bidders (s) with seal

Annexure H

Marking System of Technical Bid

1. Experience of similar project (Maximum Marks: 10)

Cost of Single Project (Rs.)	Maximum Marks per Project	No. of Projects
>=50 Lacs	10	
>= 25 Lacs and < 50 Lacs	05	
>=20 Lacs and < 25 Lacs	04	

Note: Number of projects will be considered as per the clause 7.6

2. Client Satisfaction (Maximum Marks : 10)

	Marks per project		
Grading in 'Client satisfaction Report'	>=50 Lacs	>= 25 Lacs and <50 Lacs	>= 20 Lacs and < 25 Lacs
Very Good	10	5	3
Good	6	3	2
Satisfactory	3	1.5	1
Unsatisfactory / Report not submitted	0	0	0

Note: Number of projects will be considered as per the clause 7.6

3. Quality Certification (Maximum Marks : 20)

S.No.	Certification	Maximum Marks
1.	ISO	04
2.	BIFMA	04
3.	Green Guard Certification	04
4.	Machinery List as per Clause 8.1.	04
5.	Own Powder Coating Plant	04

4. Average turnover in last three years (Maximum Marks : 10)

Highest average turnover of eligible company will be given 10 marks.
The marks will be reduced proportionally for eligible companies.

Annexure- I

Form of Performance Guarantee Bank Guarantee Bond

1. In consideration of the University of Delhi (hereinafter called "The University") having offered to accept the terms and conditions of the proposed agreement between _____ and _____ (hereinafter called "the said Contractor (s)") for the work _____ (hereinafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and condition in the said agreement.

We, _____ (indicate the name of the Bank) _____ (hereinafter referred as "the Bank") hereby undertake to pay to the University an amount not exceeding Rs. _____ (Rupees _____ only) on demand by the University.

2. We, _____ (indicate the name of the Bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the University stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

3. We, the said bank further undertake to pay the University any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor (s) shall have no claim against us for making such payment.


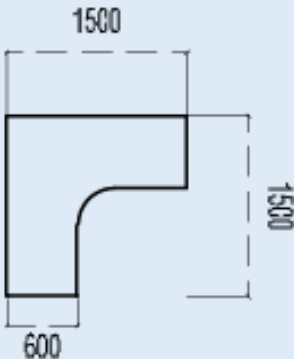
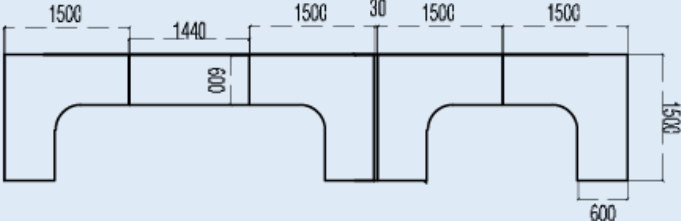
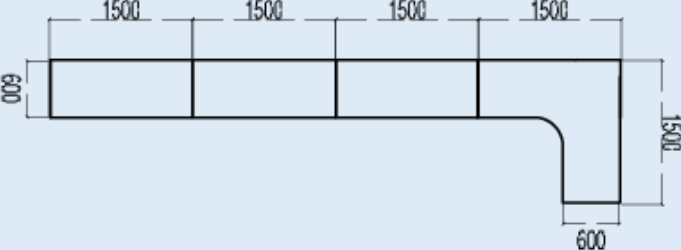
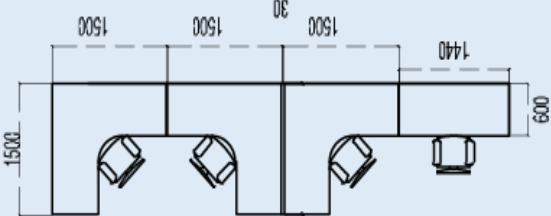
4. We, _____ (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the University under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Registrar, University of Delhi, on behalf of the University certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharge this guarantee.
5. We, _____ (indicate the name of the Bank) further agree with the University that the University shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of terms and conditions of the said agreement or to extent time of performance by the said Contractor(s) from to time or to postpone for any time or from time to time any of the powers exercisable by the University against the said contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act of omission on the part of the University or any indulgence by the University to the said contractor(s) or by any

such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect or so relieving us.

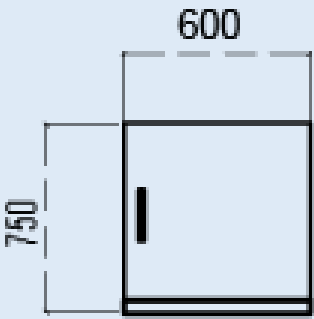
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the University in writing.
8. This guarantee shall be valid upto _____ unless extended on demand by the University. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Date the -----day of -----for----- (indicate the name of the Bank)

Technical Specification of the Modular Workstation (Furniture) items to be supplied in DREAM Building, Cluster Innovation Centre, Rugby Stadium, North Campus, University of Delhi

S.NO.	Technical Specifications	
1	DESK BASED WORKSTATION FOR STAFF & CUBICLES-	No of units
	Providing and Supplying in position Desk Based workstation of Size as Specified below.Worktop made of minimum 25 mm thick Prelam Particle Board with 2mm thick PVC Lipping on all Straight edges. Understructure consists of Square Powder Coated CRCA steel Pipes of cross section 50mm x 50mm x 1.6mm, powder coating thickness minimum 50microns. Privacy panel 30mm thick with Fabric/Magnetic Pinup/Marker for Upper & Laminate for Lower Panels (as per drawing/approved cluster). Desk Based System with scientific wire management system for both data and electrical cables for switches and sockets access to the switches through the access flap mounted on the worktop.	
Suggestive Image		
1.1 Config-I		12
1.2 Config-II		02
1.3 Config-III		03
1.4 Config-IV		01

1.5 Config-V		01
1.6 Config-VI		02
1.7 Config-VII		06
1.8 Config-VIII		03
2	PEDESTAL DRAWER UNIT-	No of units
	P/S Three Drawer CRCA Steel Powder Coated Pedestal (2 Box + 1 File) with Castors. The pedestal / drawers unit shall have outer Dimensions of 680mm Height x 390 mm Width x 450 mm Depth. The pedestals shall have central locking mechanism with flush fitted PVC handles. The drawers and filing box shall be mounted on telescopic ball bearing slides.	66
3	CABINET STORAGE UNIT-	No of units
	Providing and Supplying Hinged Door Free standing cabinet units of size as specified below resting on floor having door, top, sides, back, shutter & shelves in made of minimum 25 mm thick MDF Board with 2mm thick PVC Lipping on all Straight edges. All doors with handle and locks. Depth of all units (outer dimension) is 600mm	
	Front Dimension	
3.1 Design-I		05
3.2 Design-II		01

3.3 Design-III		03
4	DISCUSSION TABLE	No of units
	P/S Circular Shape Discussion Table with 25mm thick Prelam Partical Board Top supported by CRCA steel powder coated understructure.Size-900 mm Dia x 725mm H	20
Suggestive image	