# SantGadge Baba Amravati University E-Tender Notice

No. SGBAU/UGC - HRDC/NRC/54/2020

Date 25/11/2020

E-Tenders are invited (Online only) from authorized dealers / Manufacturer, Supplier for supply of Following Tenders.

Tender Sr. No.	Name of Tender	Cost of Tender Form including GST @18%	Tender Deposit (EMD)	Last Date of Submission upto 01.00 PM	Date of Opening at 01.00 PM
1	2	3	4	5	6
40 /2020	Modular Furniture	3540/-	50000/-	01/12/2020	04/12/2020

E-Tenders, Cost of Tender Form and EMD should be compulsorily submitted online on website <a href="https://www.mahatenders.gov.in">www.mahatenders.gov.in</a>. Tender will be open in the presence of Tender Opening Committee at E-Tender cell, Engineering section, Sant Gadge Baba Amravati University. The bidder shall submit the hard copy of Technical document as mentioned in Terms and Conditions at Sr. No. 4 to Store/HRDC Section. Right to reject any tender (part or full), without assigning any reason, is reserved by the University.

Sd/-Registrar Sant Gadge Baba Amravati University

### SANT GADGE BABA AMRAVATI UNIVERSITY

University Campus, Near Tapowan, Mardi Road, Amravati 444602

Phone No. (0721) 2664385, 2662206, 2662358 Ext. No. 237, 240 Fax No. :(0721) 2660949, 2662135

 $\underline{Email}-arstore@sgbau.ac.in/directorhrdc@sgbau.ac.in$ 

Website: www. sgbau.ac.in

### **GENERAL TERMS & CONDITIONS**

Tender Notice No SGBAU/UGC - HRDC/NRC/54/ 2020 Date: 25/11/2020 (Due date: 01/12/2020)

#### Tender No.40/2020

### **Modular Furniture**

- 1) E-Tenders are invited from experienced suppliers/manufacturer for supply of **Modular Furniture.**
- 2) E-Tenders should be compulsorily submitted online only.
- Last date of online submission of E-Tender is **01/12/2020 upto 01.00 P.M.** The tenders will be opened preferably on **04/12/2020 at 01.00 PM** in the presence of Tender opening committee at E-Tender Cell of Engineering Section of the Sant Gadge Baba Amravati University.
- 4) The tenderer must be submitted the following documents online only, if following documents are not found at the time of opening, the tender will not be considered. (The hard copy of the same be submitted to store section of the Sant Gadge Baba Amravati University before the date of opening)
  - a) Shop Act Registration Certificate (if Applicable)
  - b) Income Tax Clearance Certificate / Return Certificate (last/Current year)
  - c) GST Registration Certificate.
  - d) Tender Form Fee Exemption Certificate (if Applicable)
  - e) EMD Exemption Certificate (if Applicable)
  - f) PAN Card.
  - g) Declaration Regarding Not Being Blacklisted/.Debarred. (As per Annexure-A)
  - h) Fall Clause Certificate (As per Annexure-B)
  - i) Tender form fee and Tender Deposit Money (EMD).
  - j) The manufacturer should have certificate 1) ISO 9001-2008, 2) ISO 14001-2004, 3) ISO 18001-2007 & BIFMA Certification (if applicable)
  - k) The Authorized Dealer should submit valid Authorization Certificate for current year.
  - 1) Audited balance sheet last financial year and proof of having filed IT returns and GST returns for the same period.
  - m) Excise duty registration no. and copy of excise duty paid challan for the period latest quarter. (To be submitted by manufacturer only)
- The Tender Form Fee of Rs. 1180/- (including GST @18%) and EMD Rs. 10000/- should be submitted online only.
- a) A Successful bidder having deposited EMD, shall have to deposit 5% as Security deposit on total value of approved rates by the way of conversion of EMD within specific /stipulated period prescribed by University in the form of Demand Draft / Bankers Cheque./F.D.R. in favour Finance & Account Officer, Sant Gadge Baba Amravati University, Amravati
  - b) The tenderer availing the facility of exemption shall have to deposit 5% as S.D. on total value of approved rates within specific /stipulated period prescribed by University after acceptance of their rates in the form of Demand Draft / banker Cheque / F.D.R. in favour **Finance & Account Officer**, Sant Gadge Baba Amravati University, Amravati
  - c) The security Deposit / Tender Deposit / Earnest Money Deposit of successful bidder will be refunded only after completion of satisfactory final supply as per terms & conditions (i.e. after 31.03.2020)
  - d) Failure of the successful bidder to deposit Security Deposit within prescribed time limit shall produce sufficient grounds for the annulment of the award. In this event the University may make the award to next lowest evaluated bidder or may call new bids.
- 7) Incomplete E-tenders not in conformity with the prescribed specifications, terms & conditions shall be rejected. University has right to accept/ reject any or all tenders without assigning any reason.
- 8) The suppliers should quote rates for each article independently. The University reserve the right to accept the offer partially or fully.
- 9) Rates to be mentioned F.O.R. Stores/ Dept. & including all taxes, (i.e. GST, Octroi, Cess, Local Body Tax, local levy etc. if applicable) installation/Transportation etc. The approved rates should be valid forone year from the date of Agreement. The purchase order for supply shall be issued during this period as per requirement from time to time.
- 10) The supplier shall supply the ordered goods within the delivery period mentioned in the purchase order. Failing which the penalty shall be imposed @ 0.5% per week of total value and shall be deducted from the bill of supplier In case of emergency, University shall reduce the delivery period and the supplier shall have to deliver the goods within the reduced delivery period.
- In case of supply of substandard material, the supplier shall have to replace the same goods within 7 days, otherwise penalty @ 0.5% per week shall be imposed of ordered value and 2% penalty on the cost of material due to substandard supply. In case of defects noticed during use of material supplied by the supplier within 10 months from the date of supply, The supplier will require to repair / replace the materials etc. failing which the material will be repaired / purchased from another agency and the difference in cost, if any shall be adjusted from the Earnest Money/ security deposit or other any pending bills of the supplier.
- University has right to reject any part or full articles if the quality of material is disapproved & will be kept in stores / Dept. at supplier's risk only. It should be replaced at suppliers own cost within seven days.
- 13) In the event of failure to comply with the supply order, the EMD will be forfeited. If supplier fails to replace the rejected goods in time, the University shall be at liberty to purchase the ordered goods from the open market without giving any prior notice & if compelled to purchase at the higher price than the approved rates, such losses shall be recovered from the S.D. or any outstanding payment of the tenderer.
- 14) Weight/Quality/Quantity of the material will be confirmed after the physical checking at our stores/Dept. & if the shortage in any form is found, amount will be deducted from the invoice.
- 15) No advance payment shall be made.

- 16) **Terms of payment:** Payment to be made to the supplier will be subject to the deduction of taxes applicable at source at the rate in force from time to time and after satisfactory supply
- 17) In case of substandard material the supplier shall have to replace same within 30 days otherwise penalty of Rs. 500/- per day will be charged and 2% penalty at the cost of material due to substandard supply. In case of defects noticed during use of material supplied by the supplier within 4 month from the date of supply order the supplier will required to repair / replace the materials etc. Failing which the material will be repaired / purchased from another agency and the difference in cost, if any adjusted from the security deposit or other any pending bills of the supplier.
- 18) Any dispute arising out of or relating to this enquiry / tender or during the period of contract the decision of Purchase Committee shall be final.
- 19) Undertaking should be compulsorily submitted with tender for using materials of following specification, certificate as below should be to compulsory submitted

### MATERIALS SPECIFICATION:

- Mild steel: Cold Rolled Close Annealed Steel used for thickness 0.6 to 1.2 mm range as per IS-513 1994 (reaffirmed in 1998). Grade 'D' or 13 `D' quality.
- II) Mild steel:- Hot Rolled Steel used for thickness 2.0 to 3.15 mm range. As per IS 4079. 1994 'D' quality.Or IS-10748. 1995 grade IL

## III) Spray phosphating.

- a. Minimum seven stage spray phosphating line, followed by drying in oven. Good quality cleaning & coating uniformity by means of direct spray to increase the corrosion resistance of the powder coated products.
- b. Iron phosphate deposit as per IS-3618 1966 reaffirmed in 1991 and IS-6005 1998.

#### IV) Powder coating

50-60 micron Epoxy-polyester powder coating for excellent finish, outstanding hardness and high resistance to chemical, thermal and mechanical stress (if required)

- V) Should comply with the test procedures (if required)
  - a) ASTM —American society for testing materials
  - b) ISO International organization for standardization
  - c) Scratch hardness IS 101 (PART-5/SEC-2)1988, IS 13871:1993 Impact
  - d) Resistance IS 101, IS 13871:1993
  - e) Flexibility IS 101 (PART-5 SEC-2) 1988
  - f) Salt spray IS 101 (PART 6SEC1)1988

If supplier /Manufacturer is not in a position to supply the number of goods in the mentioned time period, the supplier/Manufacturer will be blacklisted by University for next five years.

#### Other Qualification Criteria:

- I) The furniture supplied should be branded trademark registered (wherever applicable)
- II) The raw material used in furniture should be PRIME quality as under
- a. Steel parts sheet: CRCA should be as per IS-513(1994,1998) `D' grade 86 tubular parts should be ERW respective dimension.
- b. All steel products should be finished in epoxy-polyester powder coating with 50-60 micron by own powder coating plant immediately after class 'B' Phosphating to eliminate the chance of rusting for a minimum period of 10 years from the date of supply.
  ) Manufacturer should have latest plant and machineries such as CNC machines for high precision
- Manufacturer should have latest plant and machineries such as CNC machines for high precision manufacturing, conversed powder coating plant and baking oven etc. and same can be verified if necessary by furniture committee before issuing purchase order to manufacturer or its authorized dealers.
- 21) If necessary committee with technical expert may visit the tenderer's or its manufacturer premises for factory inspection before finalizing the order and incase the details furnished by the tenderer's are found misleading and false, the actual expense incurred for their visit will be deducted from EMD deposit and the name of the firm will be black listed.
- 22) The test report for raw materials is to be submitted at the time of supply.
- 23) The Photograph/catalogue for each type of quoted furniture's should be compulsorily attached with tender.
- The supplier/Manufacturer should attach an affidavit on Rs. 100/- stamp paper that they have not been black listed by Government funded/Government institution during last five years.

## 25) Standard Terms & Conditions for an Agreement

- 1) Acknowledgement And Acceptance of agreement: This agreement constitutes an offer from the university and is expressly limited to the Terms and Conditions contained herein. The Terms and Conditions of the agreement are those that apply to the purchase of materials, items, products, components or services (hereinafter referred to as "Material"). All exhibits, attachments, technical specifications, drawings, notes, instructions, or information referred in the agreement are incorporated herein by reference.
- 2) Changes / Amendments: The University shall have the right at any time, by written notice, in the form of an amendment order, to make any changes it deems necessary, including, but not limited to, changes in specifications, design, delivery, testing methods, packing or destination. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by the Vendor for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by the Vendor of notice of change (amendment order). Price increase, extension of time for delivery and change in quantity shall not be binding on the University unless sufficiently justified by a vendor and accepted by the university in a form of amendment/ Change Order issued and signed by the University.
- 3) **Delivery / Force Majeure:** If any Material is not delivered by the date specified therein, the University reserves the right, without liability, to cancel the order for undelivered material not yet shipped or tendered, and to purchase the same from another vendor and to charge the defaulting Vendor for any loss incurred in this transaction. Any provisions thereof for delivery by installment shall not be construed as obligatory unless agreed upon by both the parties. The University shall have the right to refuse deliveries made more than one week in advance of any delivery schedule appearing in the order unless arrangements for such early delivery have been confirmed with the receiving party. If the Vendor is unable to complete performance at the time specified for delivery, by reason of strikes, labor disputes, riot, war, fire or other causes beyond the Vendor's reasonable control, the University, at its option, may elect to take delivery of Material in its unfinished state and to pay such proportion of the contract price as it deemed reasonable.
- 4) Price / Taxes: Prices stated in this agreement are firm and shall remain firm until required deliveries have been completed unless otherwise expressly agreed to in writing by both parties. The Vendor agrees that any price reduction made with respect to Material covered by this order subsequent to placement will be applied to this order. All prices

specified herein include all charges for, but not limited to, inspection, and packaging. Prices set forth shall be inclusive of applicable sales, excise, value-added or similar taxes until and unless specified in the schedule.

- 5) **Inspection And Acceptance:** All Material covered by this order may be inspected and tested by the University or its designee at vendors cost. If deemed necessary by the University, the Vendor shall provide without charge, all reasonable facilities and assistance for such inspection and test. Any inspection records relating to Material covered by this agreement shall be made available to the University during the performance of the order. If any Material covered by this agreement is defective or otherwise not conforming to the requirements of this agreement, the University may, by written notice to the Vendor:
  - (a) rescind the purchase/supply order as to such non-conforming Material;
  - (b) accept such material at an equitable reduction in price;
  - (c) reject such non-conforming material and require the delivery of suitable replacements.
  - (d) If the vendor fails to deliver suitable replacements promptly, the university, with notice of seven business days, may replace or correct such material and charge the vendor the additional cost occasioned thereby, or terminate this order for default.

No inspection (including source inspection) test, approval (including design approval) or acceptance of material shall relieve the Vendor from responsibility for defects or other failures to meet the requirements of this order. Rights granted to the University in this article entitled INSPECTION are in addition to any other rights or remedies provided elsewhere in this order or in Law.

- 6) Warranty: The vendor warrants that any materials supplied hereunder shall conform to the generally recognized manufacturing and safety standards of the Vender's industry as per Indian Standard Institution (ISI) or similar standard. The Vendors' specification as may be available to the university
  - (a) In addition to any other express or implied warranties, the Vendor warrants that the material furnished pursuant to this order will be:
    - 1. free from defects in title, workmanship and material;
    - 2. free from defects in design except to the extent that such items comply with detailed designs provided by the university;
  - 3. of merchantable quality and suitable for the purposes, if any, which are stated in the Tender/quotation.
  - (b) If any material covered by this agreement is found not to be as warranted, the University may, by written notice to the Vendor:
  - 1. reject such defective material and require the delivery of suitable replacements.
  - 2. If the Vendor fails to deliver suitable replacements promptly, the University, with notice of seven business days, may replace or correct such material and charge the Vendor the additional cost occasioned.
  - (c) Any items corrected or furnished in replacement are subject to all the provisions of this article entitled WARRANTIES to the same extent as items initially furnished or originally ordered.
- 7) This warranty provision shall survive any inspection, delivery, acceptance, payment, expiration or earlier termination of this order and such warranties shall be extended to the employees, students, and users of the Material. Nothing herein, however, shall limit the University's rights in law or equity for damages resulting from delivery of defective goods or damage caused during the delivery of goods or provision of services.
- 8) Rights granted to the University in this article entitled WARRANTIES are in addition to any other rights or remedies provided elsewhere in this order or in Law.
- 9) Patent Indemnity: The Vendor agrees to indemnify, hold harmless and defend the University, its employees, and students with respect to all claims, suits, actions and proceedings of actual or alleged infringements of any Letter, Patent, Registered or Industrial Design, Trademark or Trade Name, Trade Secret, Copyright or other protected right in any country resulting from any sale, use or manufacture of any Material delivered hereunder and to pay and discharge all judgments, decrees, and awards rendered therein or by reason thereof and bear all expenses and legal fees (including the University's) associated herewith. The university reserves the right to be represented in any such action by its own counsel at its own expense.
- 10) **Indemnity:** The Vendor will indemnify, defend and hold the University, its and students harmless from any loss, expense, claim or damage including reasonable defense costs, arising from any claim or action based on any acts or omissions of the Vendor, its employees, servants, agents or subcontractors. The University reserves the right to be represented in any such action by its own counsel at its own expense.
- 11) Assignment / Subcontracting /sublet: The Vendor shall not assign the order received, any rights under this agreement or to become due hereunder neither delegated nor subcontracted /sublet any obligations or work hereunder without the prior written consent of the University.
- 12) Cancellations: The University may cancel this agreement in whole or in part, for no cause, upon written, FAX, or telex notice to the Vendor, effective when sent, provided such notice is sent at least fourteen (14) days prior to the delivery date specified on the face of this order. The University may cancel this order in whole or in part at any time for cause by written, FAX, or e-mail notice to the Vendor, effective when sent, in the event that the Vendor:
  - (a) fails to comply with any term or condition of this order including, but not limited to, delivery terms; or
  - (b) appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets; or
  - (c) files a voluntary petition in bankruptcy; or
  - (d) has had filed against it an involuntary petition in bankruptcy which remains in effect for thirty (30) days; or
  - (e) voluntarily ceases trading; or
  - (f) merges with or is acquired by a third party; or
  - (g) assigns any of its rights or obligations under the Order to a third party without the university's advance written consent.

Upon the occasion of any one of the aforesaid and in addition to any remedies which the university may have in Law or in Equity, the university may also cancel this order or any outstanding deliveries hereunder by notifying the Vendor in writing of such cancellation and the Vendor shall thereupon transfer title and deliver to the university such work in progress or completed material as may be requested by the university. The University shall have no liability to the Vendor beyond payment of any balance owing for Material purchased hereunder and delivered to and accepted by the university prior to the Vendor's receipt of the notice of termination, and for work in progress requested for delivery to the university.

- 13) **Rescheduling:** The University may without liability at least fourteen (14) days prior to the scheduled delivery date appearing on the order defer delivery on any or every item under said order by giving oral notice to the Vendor (confirmed in writing within ten (10) working days) of any necessary rescheduling.
- 14) ) Shipping, Packaging and Labeling: All Material purchased hereunder must be packed and packaged to ensure its safe delivery in accordance with good commercial practice and where incorporated, the University's packaging specification.
- 15) The Vendor as an Independent Contractor: The Vendor shall perform the obligations of this order as an independent contractor and under no circumstances shall it be considered an agent or employee of the university. The terms and conditions of this order shall not, in any way, be construed as to create a partnership or any other kind of joint undertaking or venture between the parties hereto. The Vendor expressly waives any and all rights which may or may not exist to claim any relief under the university's comprehensive insurance policy, worker's compensation or unemployment benefits.
- 16) Invoicing / Payments / Set-Offs: After each completion of supply/purchase order, the Vendor shall send quadruplicate invoices including item number to the University's concern Department.

  Payment of invoice shall not constitute acceptance of Material ordered and shall be subject to appropriate adjustment, if the Vendor failed to meet the requirements of this agreement. The University shall have right at any time to set-off any amounts due to the Vendor, (or any of its associated or affiliated companies) against any amounts owed by the university with respect to this agreement.
- 17) Compliance with Laws: By acceptance of this agreement, the Vendor agrees to comply with the requirements of all the existing laws. The Vendor also agrees to comply with the Fair Labour Standards Act and the Occupational Safety and Health Act, and all other applicable laws, ordinances, regulations and codes in the Vendor's performance hereunder. The Vendor further agrees to indemnify and hold the University and its customers harmless from any loss or damage that may be sustained by the University, by reason of the Vendor's failure to comply with any laws, ordinance, regulations and codes.
- 18) **Reproduction of Documentation:** The University shall have the right at no additional charge to use or incorporate all or portions of material found in the Vendor's literature and/or reproduce the Vendor's applicable literature such as operating and maintenance manuals, technical publications, prints, drawings, training manuals and other similar supporting documentation and sales literature. The Vendor agrees to advise the University of any Updated Information relative to the foregoing literature and documentation with timely written notice.
- 19) Law of the Contract: This agreement shall be governed by and interpreted in accordance with the laws in existence and the Jurisdiction of the Amravati, Maharashtra
- 20) All legal matters will be subject to Jurisdiction of Amravati.
- 21) Any Person working in university in any capacity should not take part in tender.

Sd/-Registrar Sant Gadge Baba Amravati University

 $I/We\ have\ read\ carefully\ and\ have\ understood\ the\ same\ in\ vernacular\ known\ to\ me\ /\ us\ about\ all\ the\ Standard\ Terms\ \&Conditions\ and\ I/\ we\ hereby\ agrees\ to\ the\ same\ and\ shall\ abide\ by\ them\ hence.$ 

Seal & Signature of the Vender

## Envelope No.- 01

Sant Gadge Baba Amravati University
E - Tender Notice (Technical Bid)
Tender No.40 /2020

To,

The Registrar, Sant Gadge Baba Amravati University Amravati

Subject- Modular Furniture.

Ref- Tender Notice No SGBAU/UGC – HRDC/NRC/54/2020 Date: 25/11/2020 (Due date: 01/12/2020)

### R/Sir.

With reference to subject mentioned above I/We M/s-----quote herewith the rates for Supply of Furniture. I/We read & accept all terms & Conditions of this Tender.

			1
1	Full Name of Vender:		
2	Name of Firm:		
3	Address of the Firm:		
4	E-Mail:		
5	Phone No.:		
6	Mobile No:		
7	Shop Act Registration Certificate ( if Applicable)	Enclosed	Not Enclosed
8	Income tax Clearance Certificate /Return Certificate	Enclosed	Not Enclosed
	(Latest current year )		
9	GST Registration Certificate	Enclosed	Not Enclosed
10	Tender Form Fee Exemption Certificate ( if Applicable)	Enclosed	Not Enclosed
11	EMD Exemption Certificate ( if Applicable))		
12	Tender form fee and Tender Deposit Money (EMD).	Enclosed	Not Enclosed
13	PAN Card	Enclosed	Not Enclosed
14	Declaration Regarding not being Blacklisted/Debarred.  (.As per Annexure-A)	Enclosed	Not Enclosed
15	Fall Cause Certificate (As per Annexure-B)	Enclosed	Not Enclosed
16	General Terms & Condition and Standard Terms& Condition. (As per Annexure- C)	Enclosed	Not Enclosed
17	The Authorized Dealer should submit valid Authorization Certificate for current year.	Enclosed	Not Enclosed
18	The manufacturer should have certificate 1) ISO 9001-2008, 2) ISO 14001-2004, 3) ISO 18001-2007 & BIFMA Certification. (If Necessary)	Enclosed	Not Enclosed
19	Audited balance sheet of last financial year and proof of having filed IT returns and GST returns for the same period.	Enclosed	Not Enclosed
20	Excise duty registration no. and copy of excise duty paid challan for the period latest quarter. (To be submitted by manufacturer only)	Enclosed	Not Enclosed

I/We have read carefully and have understood the same in vernacular know to me /us about all the Terms &

## Annexure-A

## DECLARATION REGARDING NOT BEING BLACKLISTED/ DEBARRED

(To be executed & attested by public Notary / Executive Magistrate on Rs. 100/- judicial Stamp paper by the bidder)

I / We	Supplier / Manufacturer / Partner(s) /
Authorized Distributor of M/s.	hereby declare that the firm / company
namely M/s.	has not been blacklisted or debarred in the past by Union /
Sate Government or by any other organization from taking part in	tenders in India.
Or	
I / We	Supplier / Manufacturer / Partner(s) /
Authorized Distributor of M/s.	hereby declare that the firm / company
namely M/s.	was blacklisted or debarred in the past by Union / Sate
Government or by any other organization from taking part in	tenders for a period of years
w.e.f to The period is over on	and now the firm / company is entitled to
take part in tenders	
the University and EMD / SD shall stand forfeited. In addition to of any completed / partially completed work.	the above, the Oniversity will not be responsible for payment
	DEPONENT
	Name :
	Address:
Attested:	

(Public Notary / Executive Magistrate)

## Annexure – B

## **Fall Clause Notice Certificate**

This is to certify that I/we have offered the maximum possible discount to you in the Tender
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No
Contract should, under no event by higher than lowest prices at which the party sells the terms of identical description to any
other Govt. organization / PSU/s / Autonomous bodies / Pvt. Organization during the period of contract failing which the
"FALL CLAUSE" will be applicable.
In case, if the price charged by our firm is more, SantGadgeBaba Amravati University will have the right to
recover the excess charged amount from the subsequent / unpaid bill of the supplier.
Seal and signature of Tenders
Note: This certificate should be on the letter head of the firm and should be signed by the person competent and having the
power of attorney to bind the same.