



## For News Paper

<b>Sant Gadge Baba  Amravati University</b>	
<b>E-Tender Notice</b>	
No. SGBAU/2/Store/ 1262 /21 -22	Date: 19/7/2021
E-Tenders are invited from authorized dealers / Manufacturers / Suppliers for supply of following materials.	
Tender Sr. No.	Name of Tender
02/2021-22	Supply of Curtain with Fitting at the University.
Details of E-Tenders are available on <a href="http://www.mahatenders.gov.in">www.mahatenders.gov.in</a> . Right to reject any tender (part or full), without assigning any reason, is reserved by the University.	
Registrar	

## For Website

<b>Sant Gadge Baba  Amravati University</b>					
<b>E-Tender Notice</b>					
No. SGBAU/2/Store/1262 /21 -22			Date : 19 /07 /2021		
E-Tenders are invited from authorized dealers / Manufacturers / Suppliers for supply of following materials.					
Tender S. No.	Name of Tender	Cost of Tender Form	EMD	Last Date of Submission upto 01.00 PM	Date of Opening at 02.00 PM
1	2	3	4	5	6
02/2021-22	Supply of Curtain with Fitting at the university.	2360/- (Including @18% GST)	10000/-	26/07/2021	26/07/2021
E-Tenders, Cost of Tender Form and EMD should be compulsorily submitted online on website <a href="http://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 Section. Right to reject any tender (part or full), without assigning any reason, is reserved by the University.					
Registrar					

Envelope - 01

**Sant Gadge Baba**  **Amravati University**

**E - Tender Notice (Technical Bid)**

**Tender No.02/2021-22**

To,

The Registrar,  
Sant Gadge Baba Amravati University  
Amravati.

**Sub :, Supply of Curtain with Fitting at the university.**

Ref : Tender Notice No SGBAU/2/Store/1262 /2021-22 dated- 19/07/2021 (Due date- 26/07/2021)

**R/Sir.**

With reference to the above I/We M/s-----quote herewith the rates for Supply of **Supply of Curtain with Fitting at the University**. I/We read & accepted all terms & Conditions which is enclosed with this Tender From.

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 <b>Applicable</b> )	Enclosed	Not Enclosed
8	Income tax Return/ acknowledge Copy (Upto last date of Submission of this tender) (If Available)	Enclosed	Not Enclosed
9	GST Registration Certificate	Enclosed	Not Enclosed
10	Tender Form Fee & Tender Deposit Money (EMD)	Enclosed	Not Enclosed
11	EMD Exemption Certificate (for availing the facility of exemption)	Enclosed	Not Enclosed
12	Copy of PAN Card	Enclosed	Not Enclosed
13	Declaration Regarding Blacklisting/.Debarring of Taking part in Tender(As per Annexure-A)	Enclosed	Not Enclosed
14	Fall Cause Certificate (As per Annexure-B)	Enclosed	Not Enclosed
15	General Terms & Conditions (As per Annexure-C)	Enclosed	Not Enclosed

I/We have read carefully and have understood the same in vernacular know to me /us about all the Terms & Conditions and Standard Terms & Conditions and I /we hereby agree to the same and shall abide by them hence this verification

Name of Firm : .....

GST Registration No. : .....

PAN. : .....

Name & Signature of the Authorized Signatory : .....

Seal of the Firm. : .....

**DECLARATION REGARDING BLACKLISTING/ DEBARRING FOR  
TAKING PART IN TENDER**

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

I/We-----supplier/ manufactures/  
partner(s)/Authorised Distributor /agent of M/s. -----hereby  
declare that the firm/company namely M/s----- has  
not been blacklisted or debarred in the past by Union/ State Government or by any other organization from taking part  
in tenders in India.

**OR**

I/we-----supplier/ manufactures/partner(s)/  
Authorized Distributor/agent of M/s. ----- hereby  
declare that the firm/company namely M/s,----- was  
blacklisted or debarred by Union/State Government or any 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.

In case the above information found false I/we fully aware that the tender/contract will be rejected/cancelled by the University and EMD/SD shall be forfeited. In addition to the above University will not be responsible to pay the bills for any Completed/ partially completed work.

**DEPONENT**

Name -----

Address-----  
-----  
-----

Attested

:

(Public Notary/Executive Magistrate)

**FALL CLAUSE NOTICE CERTIFICATE**

This is to certify that we have offered the maximum possible discount to you in our Tender No.-  
----- dated-----The price charged for the stores supplied  
under Rate Contract should under no event be higher than lowest prices at which the party sells the items  
of identical description to any other Govt. organization/PSU's/Autonomous bodies/Pvt. Organizations  
during the period of contract failing which the "FALL CLAUSE" will be applicable.

In case, if the price charged by our is more, SGBAU will have the right to recover the excess  
charged amount from the subsequent/unpaid bill of the supplier.

Seal & Signature of the tenders

Note :This letter of authority should be on the letterhead of the quoting firm and should be signed by a  
person competent and having the power of attorney to bind the same.

## Annexure-'C'

<b>SANT GADGE BABA AMRAVATI UNIVERSITY</b> University Campus, Near Tapowan, Mardi Road, Amravati 444602		
Phone No. (0721) 2668195, 2668206, 2668158	Ext. No. 237, 240	Fax No. :(0721) 2668049, 2668135
Email – arstore@sgbau.ac.in      Website : www. sgbau.ac.in		

### GENERAL TERMS & CONDITIONS

Tender Notice **No SGBAU /2/Store/ 1262 /2021-22, Date 19.07.2021 (Due date :26/07/2021)**

**Tender No : 02/2021-22**

E-Tenders are invited online from manufacture/authorized dealers / Suppliers for Supply of Curtains with Fittings at the university.

- 1) Last date of online submission of E-Tender is **26/07/2021 upto 01.00 PM** The tender will be opened preferably on **26/07/2021 at 02.00 PM** in the presence of Tender opening committee if possible at E-Tender Cell, Engineering Section, Sant Gadge Baba Amravati University.
- 2) The tenderer must submit the following documents online. If following documents are not found at the time of opening, the tender will not be considered. (The supplier should submit the hard copy of the same at store Section of the Sant Gadge Baba Amravati University before the date of opening)
  - a) Shop Act Registration Certificate ( if Applicable)
  - b) Income Tax Return /acknowledge copy ( latest / Current Year) (if available)
  - c) GST Registration Certificate
  - d) Tender Form Fee & Tender Deposit Money (EMD)
  - e) EMD Exemption Certificate, (for availing the facility of exemption)
  - f) PAN Card
  - g) Declaration Regarding Blacklisting / Debarring of Taking part in Tender (As per Annexure-A)
  - h) Fall Clause Certificate (As per Annexure-B)
  - i) General Terms & Conditions. (As per Annexure-C)
- 3) The Tender Form Fee of Rs. 2360/- (including !8% GST) and EMD of Rs.10,000/- should be submitted online only.
- 4) Successful bidder should deposit 3% S.D. of the total cost of approved rates, by way of conversion of EMD if any, within specific/stipulated period prescribed by the university in the form of Demand Draft / Bankers Cheque/ Pay Order./F.D.R. in favour of Finance & Account Officer, Sant Gadge Baba Amravati University, Amravati
- 5) Failure of the successful bidder to deposit Security Deposit within prescribed time limit shall constitute sufficient grounds for the annulment of the award. In this event the University may make the award to the next lowest evaluated bidder or call for new bids
- 6) Incomplete e-tenders not in conformity with the prescribed specifications, terms & conditions will be rejected. The university has full rights to accept/ reject any or all tenders without assigning any reason.
- 7) Rates to be mentioned F.O.R. Stores/ Dept. & including all taxes. installation / Transportation etc. . The purchase order for supply will be issued within four months from the date of acceptance of the rates.**(Rates Should be valid upto 01 year)**
- 8) The supplier shall supply the ordered goods within the delivery period mentioned in the purchase order. Failing which the penalty @ 0.5% per week shall be charged of ordered value and shall be deducted from the bill of supplier. In case of emergency, the university shall reduce the delivery period and the supplier shall have to deliver the goods within the reduced delivery period.
- 9) In case of substandard material the supplier shall have to replace same within 7 days otherwise penalty @ 0.5% per week shall be charged of ordered value and 5% penalty of the cost of material due to substandard supply. In case of defects noticed during use of material supplied by the supplier within 4 months from the date of supply order 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 adjusted from the security deposit or other any pending bills of the supplier.
- 10) University has right to reject any part or full articles if the quality of material is disapproved & will be kept in stores / Dept./Section at supplier's risk only. It should be replaced at suppliers own cost within seven days.
- 11) In the event of failure to comply with the supply order the EMD will be forfeited. As well as if suppliers fail to replace the rejected goods in time, The university is at the 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.
- 12) The Security Deposit / Tender Deposit / Earnest Money Deposit of successful bidder will be refunded only after completion of final supply as per the terms & conditions, as mentioned in clause No.11

- 13) Weight/Quality/Quantity of the materials will be confirmed at the university. The shortage if any, amount will be deducted from the invoice.
- 14) The terms of payment in advance will not be accepted
- 15) **Term of payment:** Payment to be made to the supplier will be subject to the deduction of taxes at source at the rate in force from time to time after satisfactory supply.

16) **STANDARD TERMS AND CONDITIONS :**

A) **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.

B) **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 instalment 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, labour disputes, riot, war, fire or other causes beyond the vendor 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.

C) **Price / Taxes:**

Price 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.

D) **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.

E) **Warranty:**

The vendor warrants that any Material supplied hereunder shall conform to generally recognized manufacturing and safety standards of the vendor's industry as per Indian standard Institution (ISI) or similar standard. The vendor's specifications on performance as detailed in the vendor's brochures, sales literature and other specifications 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 as items initially furnished or originally ordered.

F) 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.

G) Rights granted to the University in this article entitled WARRANTTIES are in addition to any other rights or remedies provided elsewhere in this order or in Law.

**H) 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.

**I) Indemnity:**

The vendor will indemnify, defend and hold the University, its and students harmless from any loss, expense, claim or damage including reasonable defence 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.

**J) 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.

**K) 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 to vendor, effective when sent, in the event that the vendor :

- (a) fails to comply with any term or condition for 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 cancelation 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 vendor's receipt of the notice of termination, and for work in progress requested for delivery to University.

**L) 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 ten (10) working days ) of any necessary rescheduling.

**M) Shipping, Packaging and labelling:**

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.

**N) 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 as 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 or may not exist to claim any relief under the University's comprehensive insurance policy, worker's compensation or unemployment benefits.

**O) Invoicing / Payments / Set-offs:**

After each completion of supply/purchase order, the vendor shall duplicate 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.

**P) 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.

**Q) 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.

17) Any dispute arising out of or relating to this enquiry/tender the decision of Hon'ble Vice-Chancellor shall be final.

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 General Terms & Conditions & Standard Terms & Conditions and I / we hereby agrees to the same and shall abide by them hence this verification.

Name of Firm : .....

GST Registration No. : .....


PAN. : .....

Name & signature of the Authorized signatory: .....

Seal of the Firm : .....



Envelope - 02

  
**Sant Gadge Baba Amravati University**  
E - Tender Notice (Price Bid)  
Tender No. 02 /2021

To,

The Registrar,  
Sant Gadge Baba Amravati University,  
Amravati.

**Sub : Submission of rates for Supply of Curtains with Fittings at the university**

Ref: Tender Notice No. SGBAU/2/Store/1262/2021-22, Dated : 19/ 07/2021 (Due date : 26/07/2021)

With reference to the above I/We \_\_\_\_\_ herewith submit the rate/s as under. I/We are ready to supply the following materials in accordance with the terms and conditions.

Sl. No.	Item Description	Quantity Required Approx	Units	Rate per unit in Rs. (including all taxes)
1	2	3	4	5
1	Curtain Cloth for windows & doors (High Quality ) As per Our Specimen sample (Windows curtain 675 No. Approx & Door curtain No.162 Approx)	1550	Meter	
2	Curtain Stitching with Vardhman thread (4'x6')	600	Nos	
3	Curtain Stitching with Vardhman thread (4'x8')	150	Nos.	
4	Curtain Rings (Fiber)	500	Dozen	
5	Canvas for curtain	550	Meter	
6	Curtain Bracket Pair (High Quality Stainless Steel)	300	Pair	
7	Stainless steel Rod ¾ inch (Heavy)	800	Feet	
8	Charges for Bracket (Pair) Fitting With screw, grip etc. complete	300	Pair	

Name of Firm \_\_\_\_\_

GST Registration No. \_\_\_\_\_

PAN \_\_\_\_\_

Name & signature of the Authorized signatory \_\_\_\_\_

Seal of the Firm \_\_\_\_\_