

Cost: Rs.2000/-
(Rs. Two Thousand only)



GURU GOBIND SINGH INDRAPRASTHA UNIVERSITY
KASHMERE GATE, DELHI – 110 403

Supply and Installation of Hostel Furniture Items in
University Hostels at GGSIPU Campus,
Sector 16 C, Dwarka, New Delhi

TENDER DOCUMENT

**Guru Gobind Singh Indraprastha University
Kashmere Gate, Delhi – 110 403**

Tender Document

1. Name of work : **Supply and Installation of hostel furniture items in University Hostels at GGSIPU Campus, Sector 16C, Dwarka, New Delhi**
2. Last Date of Time for submission of tender : September 23rd, 2010 upto 03:30 P.M.
- 3 Place / Office for submission for Tender : Office of Joint Registrar (General Administration), Room No.109, Administrative Block, Guru Gobind Singh Indraprastha University, Kashmere Gate, Delhi – 110 403
- 4 Issued to : _____
- 5 Cost of Tender (Details)*
GGSSIPU Receipt No. : _____
Dated : _____
Amount : Rs. 2000/-
- 6 Date of Issue of Tender Document : _____
- 7 Signature of the officer issuing the document : _____
- 8 University Seal : _____

* In case Tender is down loaded from University website, then enclose a D/D drawn in favour of Registrar, GGSIP University, payable at Delhi at a time of submission of tender document

SECTION I
INFORMATION & INSTRUCTIONS FOR BIDDERS

Estimated Cost of Work	Rs. One Crore Approximately
Earnest Money Deposit	Rs. 2, 00,000/- (Rs. Two Lakhs Only) In the form of DD in favour of Registrar, GGSIPU, Payable at Delhi
Cost of Tender Form (Non-Refundable)	Rs. 2000/- (Rs. Two Thousand Only) through DD in favour of Registrar, GGSIPU, Payable at Delhi
Completion period of the work	Maximum 30 days (Thirty Days) supply to commence from 30 th day.
Issue of Tender Document	August 26 th , 2010 to September 23 rd , 2010 upto 3.00 PM on all working days from 10.00 AM to 03.00 PM. Tender Document may be purchased from Room No.109, Administrative Block, Guru Gobind Singh Indrapratha University, Kashmere Gate, Delhi – 110 403. <p style="text-align: center;">OR</p> Tender Document may be down loaded from the University Website.
Date and time of submission of Tender	Latest by September 23 rd , 2010 upto 03:30 PM
Opening of Technical bid in presence of the authorized representatives of bidders, if any.	September 23 rd , 2010
Submission of complete Mock- up/sample	Latest by October 1 st , 2010 upto 03.00 PM

1.0 Introduction

- 1.1 The sealed item rate tenders are invited in two Bid System – (Technical & Financial Bid) on behalf of the Guru Gobind Singh Indraprastha University, Kashmere Gate, Delhi – 110 403 from reputed & eligible agencies for **“Supply and Installation of Hostel Furniture Items in various University Hostels at GGSIPU Campus, Sector 16C, Dwarka, New Delhi”**.
- 1.2 All items must be quoted. The total order will be treated as a package and lowest bid will be considered as an average of all items.

2.0 Scope

The work consists of:

- 2.1 Supply of hostel furniture at University Campus at Sector-16C, Dwarka, New Delhi as per requirement given in Section-III.
- 2.2 Installation/fixing of furniture items, if required, at the said location.
- 2.3 Comprehensive on-site warranty for a period of 12 months from the last date of completion / installation for all the items supplied as certified by the University.

3.0 Definitions:

- 3.1 GGSIPU means Guru Gobind Singh Indraprastha University, Delhi
- 3.2 University means Guru Gobind Singh Indraprastha University, Delhi
- 3.3 Employer means the Registrar, GGSIPU and his successor
- 3.4 Bidder / Supplier means the individual, 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 an individual, the application shall be signed by him above his full type written name and current address.
- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 Joint Venture/ Consortiums are not accepted.

5.0 Sealing and Marking of Bids

- 5.1 The bidder shall place the three separate envelopes (called inner envelopes) marked “Technical Bid”, “Financial Bid” and “Earnest Money Deposit” in one outer envelope. The inner envelopes will have marking as follows:-
- A) Technical Bid
 - B) Earnest Money Deposit (EMD)
 - C) Financial Bid
- 5.2 The sealed inner and outer envelopes containing the technical and financial bid shall be addressed to Registrar, Guru Gobind Singh Indraprastha University, Kashmere Gate, Delhi – 110 403
- 5.3 The sealed tender shall bear the name and identification number of the Tender on the cover of the Envelope.
- 5.4 In addition to the identification required as above, each of the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late or is declared non-responsive.

6.0 Bid Submission:

- 6.1 The envelope named “Technical Bid” shall comprise of all documents as per clause-7
- 6.2 The envelope named Financial Bid and shall comprise of the price bids of the items included in Section III
- 6.3 Each page of the Technical Bid & Financial Bid must be sealed and signed by the authorized signatory of the bidder.
- 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 not be accepted.

7.0 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 (as per Annexure B)
- 7.3 Income tax registration, service tax registration, Vat registration, TIN number, etc. (attach copies of the original documents)

- 7.4 The bidder should not have incurred losses in more than one year in the last 3 consecutive financial years, duly certified by Chartered Accountant, along with copies of audited profit and loss account of last three years (as per Annexure C).
- 7.5 Average financial turnover of Rs **2 Crores** during the immediate last three consecutive financial years, duly audited by a Chartered Accountant (as per Annexure C)
- 7.6 The bidder should have a solvency of Rs. **30 Lacs** Certified by his Bankers. (format attached as Annexure E)
- 7.7 Firm should have executed atleast 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. **40 Lacs**
OR
Two similar work of furniture items having value of Rs. **30 Lacs** each
OR
Three similar work of furniture items having value of Rs. **20 Lacs** each
- Explanation:
1. "Similar work" means the work of supply, installation of Wooden/Board/Ply wood furniture in public sector undertaking, Govt. department, 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.
- 7.8 An affidavit declaring that the bidder/organization has not been punished/ penalized by way of imprisonment in the last 3 years.
- 7.9 An affidavit declaring that the bidder/ organization has not been blacklisted by any of the government/ public sector agency in the last 3 years.
- 7.10 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 7.7, completed during the last five years ending last day of the month of March 2010 (as per Annexure F)
- 7.11 The bidder will have to furnish the information regarding the Timely Completion report of the works mentioned in clause 7.7 as per the Annexure G.
- 7.12 The Bidder should be an ISO Certification Company.
- 7.13 The firms, who are submitting their tender, will be required to prepare a mock up sample in 1:1 scale. The Mock-up should also include the submission of shop drawing in 1:20 scale having all joinery details used. No payment what so ever shall be paid by the University for the Mockup / Sample.
- 7.14 All items must be quoted by the company. Incomplete quote shall be summarily rejected.
- 7.15 Repeat order must be honoured with the same quoted price during coming 1 year.
- 7.16 Not fulfilling the specifications may lead to cancellation of part / whole order. If the whole order is cancelled / rejected, the order shall be placed to the next lowest bidder.

8.0 Evaluation Criteria:

8.1 The evaluation criteria will consist of three stage scrutiny as given below:

8.1.1 Initial eligibility criteria

Initial eligibility criteria will be evaluated as per the clause 7.0

8.1.2 Evaluation of Technical bid

8.1.3 Evaluation of Financial bid

8.2 Technical bid Evaluation:

8.2.1 The bid which qualify in the initial eligibility criteria only those bid will be evaluated technically.

8.2.2 The bid should obtain minimum of 60 out of 100 marks with a minimum score of 50% in each category:

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

8.2.3 Even though any bidder may satisfy the above requirements, he/she would be liable to disqualification if he/she has:

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

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

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 more than 60% marks with a minimum score of 50% in each category in the Technical bid evaluation, at notified time, date and place in the presence of the qualified bidders or their representatives, if any. **The lowest financial bidder shall only be considered for award of work.**

9.0 Earnest Money Deposit:

- 9.1 The Earnest Money Deposit (EMD) of Rs. **Two Lacs** 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, GGSIPU", 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 may be retained and adjusted towards a part of the Performance 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), both in words and figures in the Schedule quantities only. No alterations in the form of tender, in the schedule of quantities or additions etc. shall be permitted. In case of difference between the rates of items written in figures and in words, the rates of items written in words shall be taken as correct. 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 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, installation at University Campus at Sector 16 C, Dwarka, providing **12 months** Warranty (on site and comprehensive) for all items along with applicable taxes and levies.

11.0 General:

- 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 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 he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, 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 at a later date, would render him liable to be debarred from tendering/taking up of any work in GGSIPU.
- 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 a 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. 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 first quality.
- 11.15 If the bidder shall obtain a contract with GGSIPU 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 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 Works
The Scope of work shall consist of fabrication and assembly for furniture including manufacturing, supply, preparation of design drawing; erection and placing in position 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 to the satisfaction of the University.

Wherever reference to Indian Standard Codes and practices is made they shall be referred to the latest edition/revision of the same, issued up to 7 days prior to the submission of tender.

- 11.21 Drawings
The drawing provides a general idea about the work to be performed under the Scope of the Contract and are by no means final drawings showing the full range of work under the scope. Work 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 to 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 and Mock-up / Sample shall be summarily rejected. Similarly, 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 Particulars provisional

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 power to make alteration in, omission from, addition of or substitution for the original specifications, drawings, designs.

14.3 Variation in the quantity of work up to 30% from the proposed quantity will be acceptable to the bidder whereas beyond 30% deviation in the quantity, the University will have power to determine the market rate and same will be binding to the contractor

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 addenda.
- 16.2 Any addendum thus issued shall be a part of the tender document and shall be uploaded on the University website (www.ipu.ac.in). Prospective bidders must visit the website before filling and submission of Tender Document for such information.

17.0 Validity of Tender:

One hundred and twenty days from the date of opening of tender. During this 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 on this regard.

18.0 Performance Guarantee:

- 18.1 The Performance Guarantee of 5% of the total tendered value will be deposited by the tenderer within the 10 days after the letter of intent. The Performance Guarantee shall be accepted in the following form and shall be in favour of “Registrar, GGSIPU”, payable at Delhi with a validity of months as under:-
- i. Demand draft / Bankers cheque (6 months validity)
 - ii. Fixed deposit receipt (FDR) of a nationalized bank (18 months validity)
 - iii. Bank Guarantee(As per Annexure-J)(18 months validity)
- 18.2 The Performance Guarantee will be refunded without any interest after the successful installation and 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.
- 18.4 In case a fixed deposit receipt/ Bank Guarantee of any bank is furnished by the contractor to the University as part of the Performance Guarantee and the Bank is unable to make payment against the said instrument. The loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the University to make good the deficit.

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 & installation. 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.

20.0 Warranty

The contractor shall provide **12 months** Warranty (on site and comprehensive) on all items from the last date of installation 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, installation of units. The contractor will test the products and accomplish the adjustments necessary for successful and continuous operation of the products supplied at all installation 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 installed at University Campus at Sector 16C, Dwarka, New Delhi **within 30 days**, as specified in delivery schedule submitted by bidder. The supply and installation is to commence 30th day after the issue of letter of Indent. The 30 days will start after 10 days from date of Issue of Letter of Indent 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 80% of the payment, on prorata basis, will be made on delivery, assembly, installation and receipt of the invoice against thereof for each batch / lot.
- 22.3 The 20% of the contract price shall be paid to the supplier after the complete supply / installation 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 Install any or all of the goods with in 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 equivalent to 0.5% of the contract price of the delayed goods weekly or part thereof of delay until actual delivery.. The penalties will be maximum of 10% of the contract amount / awarded value.
- 23.2 In case of extraordinary delay or beyond 30 days of stipulated delivery period, 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 installation after a request call/telegram is made or letter is written) shall not exceed 01 day.
- 24.2 The period for correction of defects in warranty period is 03 days.
- 24.3 In case an item is not usable beyond the stipulated maximum downtime the contractor will be required to arrange for an immediate replacement.
- 24.4 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 repairs along with the penalty of 100% shall be recovered by the payment with held with University and the balance amount if any, will be paid to the contractor after completion of warranty obligations.

25.0 Packing and Marking

- 25.1 All packing should be strong enough to withstand rough handling during loading/unloading and transporting. Fragile articles should be packed with special precaution and should bear the marking like Fragile, handle with care, This side up etc.
- 25.2 All protection and threaded fittings shall be suitably protected and covers shall block the openings.

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, installation.

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 amicably 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, GGS Indraprastha University.

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.

29.0 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 J)

LETTER OF TRANSMITTAL

From:

To

The Registrar
GGSIU
Kashmere Gate, Delhi

Sub: Submission of Tender Document for the work of “**Supply and installation of hostel furniture items in various University hostels at GGSIU Campus, Sector 16C, Dwarka, New Delhi**”.

Sir,

Having examined the details given 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, GGSIU to approach Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize the GGSIU 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. / Fax no.
3. Legal status of the bidder (attach copies of original documents defining the legal status)
 - An individual
 - 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

Signature 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 five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached)

Item	2007-08	2008-09	2009-10
Gross Annual turn over on works			

If data of 2009-10 financial year is not available then data of 2006-07 financial year may be given for the calculation of average turnover of last three years. These three years will be considered for eligibility criteria also.

- 2) Proposed Financial arrangements for carrying out the proposed work

Signature of Chartered Accountant with seal

Signature of Bidder(s) with seal

Annexure D

DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED DURING THE LAST FIVE YEARS ENDING LAST DAY OF THE MONTH MARCH 2010

S. No.	Name of Work/ Project and location	Owner of sponsoring organization	Value in Lacs of rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/ arbitration cases pending/ in progress with details*	Name and address/ telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

- 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.

* Indicate gross amount claimed and amount awarded by the Arbitrator.

Signature of Bidder(s) with seal

Solvency Certificate from Bankers of the company in the following form:
FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information M/s..... having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of Rs..... (Rupees.....)

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)
For the Bank

NOTE

- (1) Bankers certificate should be on letter head of the Bank, sealed in cover addressed to tendering authority,
- (2) In case of partnership firm, certificate should include names of all partners as recorded with the bank.

Signature of Chartered Accountant with seal

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 H

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

S. No.	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	Remarks
1	2	3	4	5	6	7	8	9
1								
2								
3								

Signature(s) of Bidder(s) with seal

Marking System of Technical Bid

1. Experience of similar project (Maximum Marks: 15)

Cost of Single Project	Maximum Marks per Project	No. of Projects
>= 40 Lacs	15	
>=30 Lacs and <40 Lacs	7.5	
>= 20 Lacs and < 30 Lacs	5	

Note: Number of projects will be considered as per the clause 7.7

2. Client Satisfaction (Maximum Marks: 10)

Grading in 'Client satisfaction Report'	Marks per project		
	>= 40 Lacs	>=30 Lacs and <40 Lacs	>= 20 Lacs and < 30 Lacs
Very Good	10	5	3.8
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 7.7

3. ISO Certification (5)

S.No.	Status of ISO Certification	Marks
1.	Available	5
2.	Not Available	0

4. Average turnover in last three years (10)

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

**Form of Performance Guarantee
Bank Guarantee Bond**

1. In consideration of the GGSIPU (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 Project-in-Charge 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 discharges 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 the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time 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 of 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.

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

SECTION III

FINANCIAL BID (To be sealed separately)

Financial bid in respect of supply and installation of hostel furniture items in various university hostels at Guru Gobind Singh Indraprastha University Campus, Sector 16C, Dwarka, Delhi

S.N o.	Name	Description	Quantity
Requirement for Students' Rooms			
1.	Table Size – 4'X2.5'	Table made up of Dia/Pipe 38 X 16swg MS Pipe with the pedestal on 0.8mm MS Sheet fabrication. The entire structure is welded and powder coated to atleast 50µ. Table top made of commercial board with greenply laminate of 19mm with 3 drawers of size 2.5'X1'X6' which is duly fixed on steel channel with rollers.	400
2.	Study Chair	Chair frame with arms made up of Dia/Pipe 25 X 16swg MS pipe with 75mm X 35mm Teak Wood Planks seat & back duly polished with PU Coating.	400
3.	Single Bed - 6'X3'	Single bed of size (6ft x 3ft) of Greenply make 12mm ply for top fixed on frame made of 50mm x 25mm tube of 16 guage steel duly supported on four legs made of 32mm dia pipe / tube of 16 guage. Head alongwith two supports after every 2ft. made of same size of tube and material. The frame should be side back rest with a frame of 36" x 15" with middle support of same material and size. Foot rest frame size should be 36" x 3" of same material & size duly polyster powder coated in seven stage process of minimum 50 micron thickness.	400
4.	Rack – 4'X2.5'X1.5'	Rack of size (4ft x 2.5ft x 1.5ft) made of commercial board of 19mm thick alongwith adequate margins and Greenply laminate with two drawers. Drawers should be : Duly fixed on steel channels with rollers. There will be two doors fixed with frictionless hinges.	400
5.	Mattress	Mattress (Coirfoam) of 4" (Four inches)	400
Requirement for Dining Rooms			
6.	Dining Table - 6'X4'	Dining Table size (6ft x 4ft) made up of: (i) Frame of 75mm x 25mm tube of 16 guage steel duly supported on four legs made of 25mm dia pipe / tube of 16 guage. The frame should be power coated in seven stage process of minimum of 50 micron thickness. (ii) Commercial Board top of 19mm thick with Greenply laminate	40
7.	Dining Chairs	Chair frame made up of Dia/Pipe 25 X 16swg MS pipe with 75mm X 35mm Teak Wood Planks seat and back duly polished with PU coating.	200
Requirement for Common Rooms			
8.	Easy Chairs	Easy Chairs with arms made of the following: (i) Chair frame with arms made up of Dia/Pipe 25 X 16swg MS pipe with 75mm X 35mm Teak Wood Planks seat & back duly polished with PU Coating.	100
9.	Sofa Set of capacity 3+1+1 with centre table of 4'X2'	The complete structure is made with Solid Wood which is chemically treated and seasoned. Hand rest support, seat rest, back rest & back pillow are cushion with high density foam with pollysheet, upholstered with deep brown colour fabric. The Centre Table is made up of Teak Wood top of 19mm and metal framework of 16swg to match. The Teak Wood part is PU Coated.	10

All items must be quoted by a company, otherwise, company will not be considered.

