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Chaudhary Ranbir Singh University, Jind



(Established by the State Legislature Act 28 of 2014)

Tender Ref. No	Date:

TENDER NOTICE

E-Tender on behalf of Chaudhary Ranbir Singh University, Jind is invited subscribed as "TENDER for ENTERING INTO TWO YEARS RATE CONTRACT FOR FIXING/SUPPLY OF FURNITURE ITEMS" at Chaudhary Ranbir Singh University, Jind on the basis of quality and technical expertise from the Reputed Firms latest by 04.09.2019 up to 11.00 A.M.as per details given on website along-with security amount of Rs. 200000/- (Two Lacs only) through offline mode and a separate fee of Rs. 15000/- as Tender Fee in shape of Demand Draft in favour of Registrar, C.R.S. University, Jind. The Tender technical bids and financial bids will be opened on 04.09.2019 at 03.10 P.M. Bidders shall have to pay the E- Service fee of Rs. 1000/- (excluding GST) through offline mode in favour of "Registrar, Chaudhary Ranbir Singh University, Jind payable at Jind. For more details may visit on website www.crsu.ac.in. / https://etenders.hry.nic.in

Last date of receipt of EMD Envelope: 04.09.2019 upto 03.00 P.M

Date of opening of Technical Bids: 04.09.2019 at 03.10 P.M.

Date of opening of Financial Bids: to be announced

Note: The Tender will be received only through e-tendering i.e. online mode only.

Deputy Registrar General and Purchase Branch C.R.S. University, Jind



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Chaudhary Ranbir Singh University, Jind



(Established by the State Legislature Act 28 of 2014)

STANDARD BIDDING DOCUMENTS FOR "ENTERING INTO TWO YEARS RATE CONTRACT FOR FIXING/SUPPLY OF FURNITURE ITEMS at Chaudhary Ranbir Singh University, Jind on behalf of C.R.S. UNIVERSITY, JIND.

Name of work: "ENTERING INTO TWO YEARS RATE CONTRACT FOR FIXING/SUPPLY OF FURNITURE ITEMS" at Chaudhary Ranbir Singh University, Jind.

PRESS NOTICE

Chaudhary Ranbir Singh University, Jind (Haryana)-126102 Notice Inviting Tender

Name of Work	"ENTERING INTO TWO YEARS RATE			
	CONTRACT FOR FIXING/SUPPLY OF			
	FURNITURE ITEMS" at Chaudhary			
	Ranbir Singh University, Jind.			
Tender Docs Fee + E - Service fee	15000+1000=16000			
EMD Amount	200000/- (Two Lacs only)			
Start date of Tender submission	14.08.2019 (05:00 P.M)			
Last date of online Tender submission	04.09.2019(11:00 A.M)			
Tender opening date – Technical Bids	04.09.2019 (03:10 P.M) & to be announced			

- i) The tenders will be received only online mode.
- ii) Cost of Bid documents / Processing Fee (to be paid through offline) Rs. 15000/- (non-refundable) in favor of "Registrar, C.R.S. University", payable at Jind in shape of demand draft/FD/BG.
- iii) Willing company/firms shall have to pay Rs. 1000/- (exclusive GST) as e-Service fee and will deposited offline which mentioned under the Tender Document.
- iv) The security amount of the tender (to be paid through offline) is Rs. 200000/- only.
- v) The amount of the work is approx. 10000000/- (One Crore only.).
- vi) *The university reserve the right of increased or decreased the items without any change of terms and conditions.

Deputy Registrar General and Purchase Branch C.R.S. University, Jind

DETAIL NOTICE INVITING TENDER

Invites the bids from eligible bidders through online.

On behalf of Chaudhary Ranbir Singh univesity, Jind the E-tender is invited for ENTERING INTO TWO YEARS RATE CONTRACT FOR FIXING/SUPPLY OF FURNITURE ITEMS at Chaudhary Ranbir Singh University, Jind through tender with below mentioned work are hereby invited from eligible dealer/disibutor/ firms under appropriate class/ category. The tender form "along with conditions of contract" to be fulfilled, can be obtained from the website https://etenders.hry.nic.in.

Sr. No	Description of work / Items	EMD to be deposited by Bidder		Start Date & Time of Bid Preparation & Submission	Expiry Date & Time of Bid of Preparation & EMD Submission	Tender Opening Date – Techanical bid
1.	ENTERING INTO TWO YEARS RATE CONTRACT FOR SUPPLY OF FIXING/SUPPLY OF FURNITURE ITEMS	Rs. 200000/- (To be paid offline)	Rs. 15000/- & Rs. 1000/- (excluding GST) To be paid offline	14.08.2019 (05:00 P.M)	04.09.2019 (03:00 P.M)	04.09.2019 (03:10 P:M)

Under this process, the Pre-qualification/ Technical online bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. PQQ/Technical & Commercial Envelope. Eligibility and qualification of the Applicant will be first examined based on the details submitted online under first cover (PQQ or Technical) with respect to eligibility and qualification criteria prescribed in this Tender document. The Price Bid under the second cover shall be opened for only those Applicants whose PQQ/Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

- 1. The payment for Tender Document Fee and e-Service Fee and EMD shall be made by eligible bidders offline in shape of Demand Draft in favour of Registrar, C.R.S. University", payable at Jind as mentioned under the Tender Document.
- 2. Intending bidders will be mandatorily required to online sign-up (create user account) on the website https://etenders.hry.nic.in to be eligible to participate in the e-Tender. He/She will be required to make offline payment of Rs. 200000/- towards EMD fee in due course of time. The intended bidder fails to pay EMD fee under the stipulated time frame shall not be allow to submit his / her bids for the respective event/Tenders. The amount of the work is approx. 10000000/- (One Crore only.).

The interested bidders shall have to pay mandatorily e-Service fee (under document fee – Non refundable) of Rs.1000/- exclusive GST (Rupee One Thousand Only) offline in shape of Demand Draft.

The Payment for document fee/e-Service fee can be made by eligible bidders offline.

The Bidders can submit their tender documents (online) as per the dates mentioned in the key dates:-

Key Dates

Sr. No.	Department Stage	Bidder's Stage	Start date and time	Expiry date and time
1		Tender Document Download and Bid Preparation/Submission	14.08.2019 05:00 P.M	14.09.2019 11:00 A:M
2	Technical Bid Opening		04.09.20	19 3:10 P:M
3	Financial Bid Opening		To be announced	

ENTERING INTO TWO YEARS RATE CONTRACT FOR SUPPLY OF FIXING/SUPPLY OF FURNITURE ITEMS

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

Important Note:

- 1) The Bidders have to complete 'Application / Bid Preparation & Submission' stage on scheduled time as refer above. If any bidder failed to complete his / her aforesaid stage in the stipulated online time schedule for this stage, his / her Application/bid status will be considered as 'Applications/ bids not submitted'.
- 2) Bidder must confirm & check his/her bid status after completion of his/her all activities for e-bidding.
- 3) Bidder can rework on his/her bids even after completion of 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.
- 4) Wiling contractor shall have to pay the e-service fee of Rs-1000/- Offline. Bid security has to be submitted in specified sealed BS envelope. The Tender document fee, E-service Fee and bid security/earnest money will have to be in any of the form as specified in the biding document. The BS envelope has to reach in the O/o Registrar, CRSU, Jind-126102 on or before 04.09.2019 (15.00) Hrs. However, as the detail of bid security are required to be filled at the time of bid preparation and submission stage, the bidder are required to keep the BS ready appropriately.

- 5) The bidders already registered at the portal http://etenders.hry.nic.in need to re-create password after login with the default password sent to their respective online registered e-mail address eproc.nichry@yahoo.com.and.support-eproc@nic.in, And in this regard for any queries please contact at helpdesk number (Monday to Friday from 09:00am.to5:00 pm) 0172-2700275. The bidders can and also contact to helpdesk team of Delhi (24 x 7) 0120-4001002, 0120-4200462, 0120-4001005, 0120-6277787
- 6) The bidders have to complete 'Bid Preparation & Submission' stage on scheduled time as mentioned above. If any bidder failed to complete his/her aforesaid stage in the stipulated online time schedule for this stage, his/her bid status will be considered as 'bids not submitted'.
- 7) Bidder must confirm & check his/her bid status after completion of his/her all activities for e-bidding.
- 8) Bidder can rework on his/her bids even after completion of 'Bid Preparation & submission stage' (Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Bidder Stage.
- 9) The Bidders can download the bidding documents from the Portal http://etenders.hry.nic.in. The tender Document Fee, E-service Fee and EMD has to be attached online during the Bid Preparation and Hash Submission stage and Bid Security has to be submitted in a separate sealed BS envelope. The tender Document Fee, E- service Fee and Bid Security / earnest money will have to be in any one of the form as specified in the bidding document. The BS envelop has to reach in the office of Registrar, CRSU, Jind on or before 04.09.2019 upto 15:00 Hrs. However, the details of the Bid Security are required to be filled at the time of Bid Preparation and Submission stage, the Bidders are required to keep the BS ready appropriately.

The tender shall be submitted by the tenderer in the following three separate envelops:

- 1. Earnest Money -Envelope 'BS' (scanned copy online and hard copy in physical form)
- 2. N.I.T. and Technical Bid Envelope 'T I' (on line)
- 3. Tender in Form A (Price Bid) Envelope 'C I' (on line)

<u>Note:</u> Online Bidders are required to submit the physical BS in a physical BS Envelop- 'BS'. Price Bids and Technical Bid are to be submitted mandatory online and shall not be accepted in any physical form.

Reference of the BS is to be mentioned online.

Above envelop, as applicable, shall be kept in a big outer envelope, which shall also be sealed, In the first instance, the Envelop – 'BS' of all the Bidders containing the Bid Security shall be opened online and physically. If the Tender document fee, E-service Fee and Earnest Money is found proper, Technical Bid shall be opened in the presence of such contractors who choose to be present. The Financial Offer in Envelop in 'Cl' shall be opened (online) only if the tenderers meet the qualification criteria as per the Bid document. The date of opening of Financial Bid shall be fixed at the time of opening of Technical Bid.

The Contractual Agencies will submit the necessary documents as under.

Envelope 'BS' - Bid Security Envelope

Physical BS Envelop—The tender Document Fee, E-service Fee and Bid Security will have to be in any one of the forms as specified in the bidding document.

Online BS Envelope - Reference details of the Bid Security instrument and scanned copy of the Bid Security.

In case Financial bid is submitted but Bid Security has not been submitted by any bidder, then bidder would be debarred from further tendering for a period of minimum 1 year.

Adjustment of tender document fees of the Contractors / Agencies:

- 1. "Single tender shall normally not be considered unless there are special circumstances to do so. In such eventuality, decision to accept the single tender shall be as prescribed in the rules. If special circumstances are not present, tenders shall be re-called. If re-tendering again results in a single tender, its acceptance may be considered with proper justification and reasons"
- 2. Those bidders shall not be required to pay tender document fees, who choose to submit bids again on tender being re-called on account of single tender / bid being received on first call.

Envelope 'CI' - Price Bid Envelope

Information related to Price Bid of the tender to be submitted mandatorily online. The envelope marked BS shall be submitted clearly marking the name of agency and name of work.

The contractual Agencies can submit their tender documents as per the dates mentioned in the key dates above

Instructions to bidder on Electronic Tendering System

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. Registration of bidders on e-Procurement Portal:-

All the bidders intending to participate in the tenders process online are required to get registered on the centralized e - Procurement Portal i.e. https://etenders.hry.nic.in. Please visit the website for more details.

2. Obtaining a Digital Certificate:

The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – https://etenders.hrv.nic.in.

The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.

The bidder must ensure that he/she comply by the online available important guidelines at the portal https://etenders.hry.nic.in for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.

Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised **to keep a backup**

of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).

In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate /power of attorney / lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user. The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3. Opening of an Electronic Payment Account:

For purchasing the tender documents online, bidders are required to pay the tender documents fees online using the electronic payments gateway service shall be integrated with the system very soon till then it will be submitted manually. For online payments guidelines, please refer to the Home page of the e-tendering Portal https://etenders.hry.nic.in

4. Pre-requisites for online bidding:

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be downloaded from the home page of the website - https://etenders.hry.nic.in. The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

5. Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the portal system on the Home Page at https://etenders.hry.nic.in

6. Download of Tender Documents:

The tender documents can be downloaded free of cost from the eProcurement portal https://etenders.hrv.nic.in

7. <u>Key Dates:</u>

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

8. <u>Bid Preparation (Technical & Financial) Online/offline Payment of Tender Document Fee, eService fee, EMD fees.</u>

The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The payment for tender document fee and eService can be made by eligible bidders/ contractor online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS/NEFT.

PREPARATION & SUBMISSION OF ONLINE APPLICATIONS / BIDS:

Detailed Tender documents may be downloaded from e-procurement website (https://etenders.hry.nic.in) and tender mandatorily be submitted online.

Scan copy of Documents to be submitted / uploaded for Prequalification or Technical bid under online PQQ/Technical Envelope: The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of PQQ or Technical Envelope.

FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually)

9. ASSISTANCE TO THE BIDDERS:-

In case of any query regarding process of ete nders and for undertaking training purpose, the intended bidder can also avail the following and can contact service provider as per below:

Office Timings of Help-desk support for Portal of Government of Haryana- Technical Support Assistance will be available over telephone Monday to Friday (09:00 am to 5:30 pm).

All queries would require to be registered at our official email id for on- time support (Only those queries which are sent through email along with appropriate screenshots or error description will be considered as registered with the Help-desk)

Important Note:-

- (a) Any intending bidder can contact the helpdesk on or before prior to 4 hours of the scheduled closing date & time of respective e-Auction/ Tender event.
- (b) For queries pertaining to e-Payment of EMD, please contact the helpdesk at least 2 business days prior to the closing date & time of e-Auction/Tender event.
- (c) Help-desk support will remain closed during lunch break i.e. from 1:30 PM up to 2:15 PM on each working day.

The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

The electronic payments gateway service shall be integrated with the system very soon till then it be submitted manually.

Hence, the bidders have to provide information and credentials related to manual payment submission at single portal e-Procurement system, under PQ/Technical Envelope of the respective tenders.

10. The bidders shall upload their technical offer containing documents, qualifying criteria, technical specification, schedule of delivers, and all other terms and conditions except the rates (price bid).

The bidders shall quote the prices in price bid format.

NOTE:-

- A) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal https://etenders.hry.nic.in
- B) For help manual please refer to the 'Home Page' of the e-Procurement website at https://etenders.hrv.nic.in...

The agency shall get the Bank Guarantee of Earnest money verified from the concerned issuing Bank Branch and submit the confirmation letter of Bank Guarantee along with the Bank Guarantee. The confirmation letter should contain the land line telephone No., Fax No. of the issuing bank branch and land line telephone No. Fax No. of the regional office of the bank. The bank guarantee should be signed at least by Two Officers of the Bank. The Bank Guarantee should contain full names & designation of the Two Officers signing the Bank Guarantee along with their code number.

Other Information:

- 1. The intending Contractors shall fill in the item rate in the online BOQ templates of the tender.
- 2. Duly accepted power of Attorney in original along with its two certified copies in the name of tenderer or authorized representative to act on behalf of the agency.
- 3. Bidder must strictly abide by the stipulations set forth in detailed notice inviting tenders while tendering for the work.
- 4. In case any tenders does not comply with procedure given in the DNIT, it will be presumed that the contractor is not interested in work and the work shall not be let out to him. Further he may be de-barred without further notice to him for failing to abide by the approved terms of detailed notice inviting tenders for this work.
- 5. The tenders which are not accompanied by the earnest money or do not strictly follow the technical requirement, are liable to be rejected summarily without arising any reason and no claim what so ever on their account will be considered.
- 6. Tenders quotations which are dependent upon the quotations of another tender shall be summarily rejected.

ENTERING INTO TWO YEARS RATE CONTRACT FOR FIXING/SUPPLY OF FURNITURE ITEMS

CHAUDHARY RANBIR SINGH UNIVERSITY, JIND (HARYANA)

1. ELIGIBILITY CRITERIA

Sr. No.	Eligibility Criteria					
1	The bidder should have valid ongoing Annual Rate Contract (ARC) for the supply of complete					
	range of academic, lab and office Furniture items with at least three (3) Government					
	Departments/Centrally Funded Educational Institutes (Such as IITs, IIMs, NITs, IISc etc.)					
	/Central or State Universities/ PSUs. Copies of the Annual Rate Contract must be attached.					
2	Rate contract proposal will be accepted from the eligible and experienced OEM (Original					
	Equipment Manufacturer) OR OEM Authorized Dealer positioned in India. The firm should be					
	Registered in India, should have a manufacturing centre in India and should be in existence					
	for minimum Five years.					
3	Average Annual Turnover of company should be Rupees 10 crores & above. The bidders					
	should submit the complete financial statement (Auditors Report, Balance Sheet, P&L					
	Account, Cash Flow Statement along with all schedules and notes to account) of last three					
	years ended on March 31, 2018.					
4	The bidders should not have been black listed by any Government / Semi Government / Board					
	/Corporations /Autonomous Body. An affidavit on Non-Judicial Stamp paper of Rs 100/- has to					
	be submitted by Power of Attorney holder of the firm to this effect. In case dealer is					
	submitting the bid then affidavit of dealer as well as OEM's affidavit is also required who has					
_	authorised him to bid on his behalf.					
The bidders should possess following prevalent certifications related to quality						
	a) ISO 14001 2015 or latest version					
	b) ISO 14001: 2015 or latest version					
	c) OHSAS 18001: 2007 or latest version					
	d) BIFMA Membership					
	e) Green Guard or IGBC Certificate (Indian Green Building Council)					
	f) ISO-50001-2011 or latest version (Energy Management System)					
	g) AIOTA Certification (All India Occupational Therapist's association)					
	(All Certificates to be attached).					
The bidders should have the capability to execute the rate contract with respect to p						
	furniture and manufacturing facilities					
-	(List of manufacturing furniture to be enclosed)					
7	The bidders should have a Standard Price List of all the products applicable throughout the					
	country. Electronic version of the catalogue indicating the price of each items be provided.					
	The price should inclusive of fixing and instillation cost (ready to use cost).					
8	Committee may visit the manufacturing centre to examine the manufacturing capacity of the firm.					

- The company must have a complete range of furniture items for such as
 - a) office furniture (Tables and Chairs)
 - b) Modular furniture for Office, library and Computer/ Electrical/any other Labs
 - c) Hostel Furniture
 - d) classroom furniture
 - e) seating products like executive chairs, conference room chairs, seminar chairs, auditorium chairs, stadium chairs, canteen chairs etc.
 - f) Sofas and waiting area chairs
 - g) Guest House Furniture

2. Terms & Conditions Details

Sr. No.	Specification
1	Due date: The tender has to be submitted before the due date. The offers received after the due date and time will not be considered.
2	Preparation of Bids: The offer/bid should be submitted in two bid systems i.e. Technical bid and financial bid. The technical bid should consist of all technical details along with commercial terms and conditions. Financial bid should indicate item wise price for the items mentioned in the technical bid.
3	EMD: The tenderer should submit an EMD amount of Rs. 200000/- through Demand Draft in favour of Registrar, CRSU, Jind payable at Jind. The Technical Bid without EMD would be considered as UNRESPONSIVE and will not be accepted.
4	Refund of EMD: The EMD will be returned to unsuccessful Bidder within 30 days of the award of the contract.
5	Opening of the tender: The technical bid will be opened by a committee duly constituted for this purpose in presence of bidder's representative if available (only one representative will be allowed to participate in the tender opening). The technical bid will be examined by the technical evaluation committee. The financial offer/bid will be opened only for the offer/bid which technically meets all requirements of the tender and will be opened in the presence of the vendor's representatives (if available) subsequently for further evaluation. The bidder should produce authorization letter from their company to participate in the tender opening.
6	Acceptance/ Rejection of bids: The Committee reserves the right to reject any or all offers without assigning any reason.
7	Pre-qualification criteria: (i) Bidders should be the manufacturer / authorized dealer. Letter of Authorization from original equipment manufacturer (OEM) on the same and specific to the tender should be enclosed. (ii) An undertaking from the OEM is required stating that they would facilitate the bidder on a regular basis with technology/product updates and extend support for the warranty as well. (Ref. Annexure-II) (iii) Non-compliance of tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between bidder specification and supporting documents etc. may lead to rejection of the bid. (iv) In the tender, either the Indian agent on behalf of the Principal/OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. (v) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit

a bid on behalf of another Principal/OEM in the same tender for the same item/product.

8 Performance Security:

The successful bidder(s) shall require to submit the performance security in the form of irrevocable bank guarantee issued by any Indian scheduled commercial Bank for an amount equivalent to 5 percent of the purchase order within 21 days from the date of receipt of the purchase order and should be kept valid for a period of 60 days beyond the date of completion of warranty period. This will be in addition to the EMD.

9 Force Majeure:

The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of CRSU Jind either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- ➤ If a Force Majeure situation arises, the Supplier shall promptly notify CRSU Jind in writing of such conditions and the cause thereof. Unless otherwise directed by CRSU Jind in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

10 Risk Purchase Clause:

In event of failure of supply and installation of the item/furniture within the stipulated delivery schedule, CRSU Jind has all the right to purchase the item/furniture from the other source on the total risk of the supplier under risk purchase clause.

11 Delivery and Documents:

Delivery of the goods should be made within the delivery period defined in purchase order.

12 Delayed delivery:

If the delivery is not made within the due date for any reason, CRSU Jind will have the right to impose penalty 0 .5% per week and the maximum deduction is 10 % of the contract value / price. Extension of delivery period on genuine grounds has to be obtained prior to the last date of supply specified in the purchase order and at the sole discretion of CRSU Jind.

13 Prices:

The price should be quoted in net per unit (with breakup) and must include all packing and delivery charges. The Bidder must quote total price of the item (inclusive of all taxes). The price should be inclusive of fixing and instillation cost (ready to use cost). The discount offered shall be a firm and fixed percentage and not variable linked to value of the orders.

The net price for each item must not be higher than the price quoted by OEM on GEM at any time during the RC period.

14 Notices:

For the purpose of all notices, the bidder may write at the following address:

Registrar

Chaudhary Ranbir Singh University

Jind- 126102

Email: <u>general@crsu.ac.in</u> Phone No. 01681-241004

15 Progress of Supply:

Wherever applicable, supplier shall regularly intimate progress of supply, in writing, to CRSU Jind. In case OEM is entered into a Rate contract directly & wanted to supply & execute through the nearest authorized dealer that is located within 150 Kms of CRSU Jind for faster sales & services then OEM has to mention the name & details of that concerned authorized dealer in a separate letter & attach it with technical bid itself or else the same shall not be considered after the bidding.

16 Inspection and Tests:

Inspection and counting of Goods will be done at CRSU Jind. Items should be supplied in packed condition as per industry norms.

17 Resolution of Disputes:

In case of dispute or difference arising between CRSU Jind and the supplier relating to any matter arising out of or connected with this tender shall be referred to and decided by the Vice Chancellor, CRSU Jind. The decision of the Vice Chancellor, CRSU Jind shall be final and conclusive.

18 Applicable Law:

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction.

The place of jurisdiction would be Jind(Haryana) INDIA.

19 Right to Use Defective Goods:

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, CRSU Jind shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with CRSU Jind operation without any additional cost.

20 Supplier Integrity:

The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

21 Installation & Demonstration:

In case of any mis-happening/damage to supplies during the carriage of supplies from the origin of furniture to the installation site, the supplier has to replace it with new supplies immediately at his own risk. CRSU Jind will not be liable to any type of losses in any form.

22 Incidental services:

The incidental services shall include:

- Arranging the shifting/moving of the item to their location of final installation within CRSU Jind premises at the cost of Supplier.
- Furnishing of 01 set of detailed operations & maintenance manual if applicable.

23 Warranty:

- I. Warranty period shall be one year from date of installation of goods at the CRSU Jind. The warranty should be comprehensive on site.
- II. CRSU Jind shall promptly notify the Supplier in writing of any claims arising under the warranty. Upon receipt of such notice, the supplier shall immediately within 05 working days arrange to repair or replace the defective goods or parts thereof free of cost at the installed destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on CRSU Jind for the replaced parts/goods thereafter. The period for correction of defects in the warranty period is 05 working days. If the supplier having been notified fails to remedy the defects within 05 working days, CRSU Jind may proceed to take such remedial action as may be necessary, at the supplier's risk and expenses and without prejudice to any other rights, which CRSU Jind may have against the supplier under the contract.

24 Governing Language

The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

25 Notices

- Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by e mail and confirmed in writing to the other party's address.
- A notice shall be effective when delivered or on the notice's effective date, whichever is later.

26 Taxes

Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to CRSU Jind.

28 Payment:

The payment shall be made by CRSU Jind against delivery, inspection, successful installation, commissioning and acceptance of the furniture at CRSU Jind in good condition and to the satisfaction of CRSU Jind and on production of unconditional performance security as specified in tender terms and conditions.

29 User list:

Brochure detailing technical specifications and performance, list of industrial and educational Establishments where the items enquired have been supplied must be provided. (Ref. Annexure-III)

30 Defective supply:

If any of the furniture supplied by the bidder is found to be substandard, refurbished, unmerchantable or not in accordance with the description/specification or otherwise faulty, CRSU Jind will have the right to reject the furniture or its part. The prices of such furniture shall be refunded by the bidder with 18% interest per annum (if such payments for such furniture have already been made). All damaged or unapproved goods shall be returned at suppliers cost and risk and the incidental expenses incurred thereon shall be recovered from the supplier. Defective part if found before installation and/or during warranty period, shall be replaced within 05 working days on receipt of the intimation from CRSU Jind at the cost and risk of supplier including all other charges. In case supplier fails to replace the furniture against the defective supply or repair in the warranty period as per the terms & conditions, CRSU Jind may consider "Banning" the supplier.

31 Termination for Default:

CRSU Jind may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- I. If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by CRSU Jind; or
- II. If the Supplier fails to perform any other obligation(s) under the Contract.
- III. If the Supplier, in the judgment of CRSU Jind has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
 - For the purpose of this Clause:
 - i. **"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- ii. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission)
 - designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition,"

32 Disputes and Jurisdiction:

Any legal disputes arising out of any breach of contract pertaining to this tender shall be settled in the court of competent jurisdiction located within Jind.

33 Compliancy certificate:

This certificate must be provided indicating conformity to the technical specifications. (Annexure-I)

- Periodic Review: The RC committee of CRSU Jind will perform periodic review of this Rate Contract. The extension of the Rate Contract between CRSU Jind and the RC vendor will be solely dependent upon the performance.
- CRSU Jind reserves the right to include more than one party in the Rate Contract.

36 FALL CLAUSE:

- i. The price charged for the item supplied under the Rate contract by the RC supplier / vendor shall in no event exceed the lowest price at which the RC supplier sells the item or offers to sell item of identical description to any organizations including CRSU Jind or any Department of the Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government, as the case may be during the period till performance of all Supply Orders placed during the period of the rate contract.
- ii. If at any time, during the said period the RC supplier reduces the sale price, sells or offers to sell such stores to any organization including CRSU Jind or any Department of Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to CRSU Jind and price payable under the Rate contract for the items supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

The RC supplier / vendor shall furnish the following certificate along with each bill for payment for supplies made against the Rate Contract:

I/We certify that there has been no reduction in sale price of the items under the Rate Contract of description identical to the items supplied to the Government under the contract herein and such items have not been offered/sold by me/us to any person/ organization, including CRSU Jind or any Department of Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government as the case may be up to the date of bill/the date of completion of supplies against all supply orders placed during the currency of the R/C at a price lower than the price charged to the Government under the contract.

- CRSU Jind as well as the selected RC supplier may withdraw (with sufficient justifications, acceptable to each one) the rate contract by serving 30 days' notice period to each other.
- In case of emergency or when special need arises, CRSU Jind may purchase the same item through ad hoc contract with a new supplier.
- CRSU Jind is entitled to place supply orders upto the last day of the validity of the rate contract and, though supplies against such supply orders will be effected beyond the validity period of the rate contract, all such supplies will be guided by the terms & conditions of the rate contract.
- 40 CRSU Jind will not guarantee any specific business volume or business amount to any RC supplier.
- The rate contract will be valid for Two years from the date of award and it may be extended up to one more year on the basis of satisfactory performance and mutual understanding between the supplier and CRSU Jind.

42 Evaluation Criteria

	Parameter	Evaluation Criteria	Maximum
			Marks
1	The bidder should have valid ongoing Annual Rate Contract (ARC) for the supply of complete range of academic, lab and office Furniture items with at least three (3) Government Departments/Centrally Funded Educational Institutes (Such as IITs, IIMs, NITs, IISc etc.) /Central or State Universities/ PSUs. Copies of the Annual Rate Contract must be attached.	RCs and additional 1 mark for each additional RC.	10
2	Average Annual Turnover of company should be more than 10 crores and above. The bidders should submit the complete financial statement (Auditors Report, Balance Sheet, P&L Account, Cash Flow Statement along with	Annual Turnover = 10 Cr, 5 marks, additional 1 mark for each increase in turnover by 2 Cr	10

	all schedules and notes to account) of last three years ended on March 31, 2018.		
3	The firms should possess following prevalent certification possessed by most of reputed brands of furniture manuf		safety
1.	ISO 9001: 2015 or latest version	Yes/No	5
II.	ISO 14001: 2015 or latest version	Yes/No	5
III.	OHSAS 18001: 2007 or latest version	Yes/No	5
IV.	BIFMA Membership	Yes/No	5
V.	Green Guard or IGBC Certificate (Indian Green Building Council)	Yes/No	5
VI.	ISO 50001-2011 or latest version (Energy Management System)	Yes/No	5
VII.	AIOTA Certification (All India Occupational	Yes/No	5
	Therapist's association)		
4	The bidders should not have been black listed by any	Yes/No	5
	Government / Semi Government / Board/Corporations		
	/Autonomous Body. An affidavit on Non Judicial Stamp		
	paper has to be submitted by the firm to this effect.		
5	Firm should not have incurred loss in last 3 years.	Yes/No	5
6	Firm should have a authorized dealer within 100 Km radius of CRSU, Jind. Proof to be attached	Yes/No	5
7	The bidders should have a Standard Price List of all the products applicable throughout the country.	Yes/No	10
8	The firm should submit a "Solvency Certificate" from a Bank worth Rs. 2,00,00,000/- (Two Crore) issued by a nationalized bank against this tender.	Yes/No	10
9	Firm should have in house manufacturing setup of complete range of furniture items like Tables, Chairs, Storage of wood and steel both, Modular Furniture, Powder coating plant, fabric stitching section, Lab	Yes/No	10
	furniture, and Public seating.		

Bidders will be evaluated finally on the basis of above evaluation table. Minimum marks to qualify technically is 50 out of 100. However, the committee may raise the above criteria in order to restrict the number of RC suppliers.

Finally, the bidders will be ranked based on total score obtained by them (in all above items from serial number 1 to 9). Total number of RC furniture vendors to be shortlisted will be decided by the Vice Chancellor, CRSU Jind.

03 -Financial Bid

The technical and financial bids will be submitted online only.

Technical bid: 'Annexure - A' - The bidders shall send the required eligibility & technical documents online in the Technical Bid envelope.

Financial Bid shall be filled properly by the bidder as per Annexure – A and it shall be submitted online only.

04 - Validity & Termination of Contract

Validity of work order / contract shall be initially for 2 years which can further be extended for next 1 year on the basis of work satisfaction level.

05 -Payment Schedule

Vendor will produce invoices along with supply and 100% payment shall be given as Per University Norms.

06 Jurisdiction

The dispute, if any, shall be subject to the jurisdiction of Courts at Jind. Any other jurisdiction mentioned in the tender or invoices of the manufacturers/distributors/ dealers/suppliers etc. shall be invalid and shall have no legal sanctity.

07 University reserves the right at the time of award of supply Order to increase or decrease or even delete the number of items without any change in terms and conditions.

08 The Sub Committee reserves the right for negotiation thereafter if considered necessary.

COMPLIANCE SHEET

TECHNICAL SPECIFICATIONS

Sr. No.	Eligibility Criteria	Compliance (Y/N)
1	We have valid ongoing Annual Rate Contract (ARC) for the supply of complete range of academic, lab and office Furniture items with at least three (3) Government Departments/Centrally Funded Educational Institutes (Such as IITs, IIMs, NITs, IISc etc.) /Central or State Universities/ PSUs. Copies of the Annual Rate Contract have been attached. Total number of RC details are attached at Annexure III.	
2	Our firm is Registered in India, and we have a manufacturing centre in India and we are in existence for minimum Five years.	
3	Our Turnover is more than 10 crores & above. The complete financial statement (Auditors Report, Balance Sheet, P&L Account, Cash Flow Statement along with all schedules and notes to account) of last three years ended on March 31, 2018 have been attached.	
4	We have not been black listed by any Government / Semi Government / Board/Corporations/ PSU/Autonomous Body. We have submitted an affidavit on Non Judicial Stamp paper of Rs 100/- to this effect.	
5	The bidders should possess following prevalent certifications related to quality & safety possessed by most of reputed brands of furniture manufacturers a. ISO9001: 2015 or latest version b. ISO 14001: 2015 or latest version c. OHSAS 18001: 2007 or latest version d. BIFMA Membership e. Green Guard or IGBC Certificate (Indian Green Building Council) f. ISO-50001-2011 or latest version (Energy Management System) g. AIOTA Certification (All India Occupational Therapist's association) (Certificates are attached).	
6	The bidders should have the capability to execute the rate contract with respect to personnel, furniture and manufacturing facilities (List of manufacturing furniture to be enclosed)	
7	The bidders should have a Standard Price List of all the products applicable Throughout the country.	
8	We have no objection if RC Committee visit our manufacturing facilities to examine the manufacturing capacity of the firm.	
9	Firm should have in house manufacturing setup of complete range of furniture items like Tables, Chairs, Storage of wood and steel both, Modular Furniture, Powder coating plant, fabric stitching section, Lab furniture, and Public seating.	
10	We have attached the "Solvency Certificate" from a Bank worth Rs. Two Crore.	

I have also enclosed all relevant documents in support of my claims, (as above) in the following pages.

_hereby certify that all the information and

<< Organization Letter Head >> DECLARATION SHEET

data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. I have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and

We,__

intent of specification.

certified that our organization meets all the conditions	ed (Copy attached) by the OEM to participate in Tender of eligibility criteria laid down in this tender documen logy/ product updates and extend support for the warrant	t. Moreover,
The prices quoted in the financial bids are subsidized du	e to academic discount given to CRSU Jind.	
We, further specifically certify that our	NAME & ADDRESS OF	
organization has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector	THE Vendor/ Manufacturer / Agent	
Undertaking in the last three years.		
1. Phone		
2. Fax		
3. E-mail		
4. Contact Person Name		
5. Mobile Number		
6. GST Number		
7. PAN Number		
8. Actual address (with contact person's name) of the manufacturing office in India (for inspection)		

(Signature of the Tenderer) Name: Seal of the Company

List of Govt. Organization/Deptt.

List of Government Organizations for whom the Bidder has undertaken such work during last three years (must be supported with work orders)					
NAME OF CONTACT PERSON	CONTACT NO.				
	with work orders)				

Signature of	of	Bid	der
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Name: Designation:

Organization Name: Contact No.:

Bid Submission

The bids (complete in all respect) must be submitted online

Sr. No.	Documents	Content
1	TECHNICAL BID	Compliance Sheet as per Annexure - I
2		Organization Declaration Sheet as per Annexure - II
3		List of organizations/ clients where the same products have been supplied (in last two years) along with their contact Number (s). (Annexure-III)
4		Technical supporting documents in support of all claims made at Annexure-I
Sr. No.	TYPES	Content
1	FINANCIAL BID	Price bid should be submitted in online