## **TENDER DOCUMENT**

**FOR** 

SUPPLY & INSTALLATION OF CLASS ROOM/LAB FURNITURE FOR THE SCLS AT 3<sup>RD</sup> FLOOR.

## JAMIA HAMDARD

HAMDARD NAGAR NEW DELHI –110062

# (DEEMED TO BE UNIVERSITY) HAMDARD NAGAR, NEW DELHI-110062

#### TENDER NOTICE

Ref. No. JH/Civil/Furniture (UGS)/188/24

Date: 25/10/2024

Jamia Hamdard, New Delhi invites sealed items rate tenders in **two envelope systems** (Technical-bid & Financial Bid) from reputed manufacturers/suppliers registered at GeM & have carried out similar work in Govt. OR reputed institutions. Last date of submission of the Tender is **07/11/2024up to 3.00 PM.** The Parties/agencies may submit the tender after satisfying themselves eligible for the work as per Terms & Conditions of tender. The bidders are also advised to visit site to satisfy themselves before submitting the bids. Bidders not fulfilling the eligibility criteria may be rejected.

NAME OF WORK: Supply & Installation of Class room/Lab Furniture for the SCLS at 3<sup>rd</sup>

floor.

**ESTIMATED COST:** Rs 8,18,575.00, i/c GST.

**EARNEST MONEY:** Rs. 16,500.00

**TENDER COST:** Rs. 1000.00 (Non-Refundable)

**DELIVERY PERIOD:** 15 days.

**PRE-BID MEETING:** 29/10/2024 at 03:00 PM in the office of Executive Engineer.

The Tender duly filled should be dropped in the Tender Box kept in Purchase Section on or before **07/11/2024 upto 3.00 PM** along with demand draft of earnest money & Tender fee in sealed envelope clearly specifying the name of work. The Demand Drafts shall be in favour of Jamia Hamdard payable at New Delhi. The sealed envelope of the bidders containing Part-1 "Technical-Bid" shall be opened on **07/11/2024 at 03.30 PM** by the tender committee in presence of the interested parties.

Date & time for opening of financial bid will be intimated later to technically qualified bidders. Jamia Hamdard reserves the right to reject any or all tenders or split the tenders without assigning any reason.

Registrar

#### INSTRUCTRIONS TO BIDDER / TENDER CONDITIONS

Invites tenders from experienced and eligible supplier/vendors with Furniture works in Educational, Institutional and Healthcare Sectors for Supply and Installation of Furniture. On site comprehensive warranty shall commence from the date of receipt of the material as per terms & conditions specified in the tender document.

#### 1. Bidder's Qualifying Requirement (QR):

Vendors of appropriate class of those who have carried out similar work in Govt. and Semi Govt. Institutes & Organizations, who are eligible as per the minimum requirements defined as below: -

- 1. The bidder should be a manufacturer and registered at Gem (Government e Marketplace).
- 2. Infrastructure: The Vendor / Bidder or its parent company should have a well established (their own) in house manufacturing unit for the steel Laboratory Furniture and General furniture, quality management system as per International Standards providing the products and services on the continuous basis at least for the last 05 years, having experienced of supply of the required items. The Vendors/Bidders or its parent company in India or abroad should possess the current/valid approval for such items manufacturing facility by a statutory certifying authority,like Factory Inspector etc.
- **3.** Work experience: The Vendors/Bidders should have work experience as per following parameters. Supportive documents like copy of P.O./W.O, completion certificate etc. should be submitted in this regard.
  - a) Three similar completed works each costing not less than the amount 40% of the bid amount in last 7 (seven) years for Educational, institutional & research centers under Central / State Government/Central Autonomous Body/Central Public Sector Undertaking/ Educational Institute/University.
  - b) Two similar completed works each costing not less than the amount 60% of the bid amount in last 7 (seven) years for Educational, institutional& research centers under Central / State Government / Central Autonomous Body/Central Public Sector Undertaking/ Educational Institute/University.
  - c) One similar completed works each costing not less than the amount 80% of the bid amount in last 7 (seven) years for Educational, institutional & research centers under Central / State Government / Central Autonomous Body/Central Public Sector Undertaking/ Educational Institute/University.
- **4.** Should have had an annual financial turnover of Rs. 04.50 Lakhs during each of the last three yearsending 31st March. Latest audited financial statement to this effect may be submitted.

#### 2. Scope of vendor:

Following shall be under vendor's scope:

- 1. The scope of work includes Supply, Installation & Commissioning of Furniture, as required.
- 2. Vendor should quote the price basis up to FOR door delivery up to Jamia Hamdard inclusive of Packing Charges, Loading Charges, Freight Charges, Unloading & Internal Shifting Charges, Installation Charges and Commissioning Charges up-to the installation area.
- **3.** Removal of all the debris and dirt accumulated during the installation of Furniture.

#### 3. General instructions:

The works referred here-in shall cover the entire scope of the proposal which includes supplying and installation of material including successful completion and tests which Jamia Hamdard desires to get carried out.

#### 4. Procedure for submission of tenders:

The following procedure shall be adopted for submission and opening of tenders. The sealed Envelope SUPERSCRIBED Tender for: **Name of work:** Procurement of Furniture for the Department of Under Graduate Section of SCLS at 3<sup>rd</sup> floor.

Tenders should be submitted in two Parts i.e. "Technical-bid" (Part-A) and "Financialbid" (Part-B) in two separate sealed envelopes. Both the parts should further be put in a single sealed envelope super-scribing NIT No. & name of work, due date for opening, bidder's name &address. The tender duly filled to be hand delivered in the tender box kept in the Purchase Section. It should not be handed over to any employee of the Jamia Hamdard. No tender shall beaccepted later than the time schedule specified in NIT.

Any clarifications/amendments/corrigenda etc., to NIT before last date of submission of bid will only be available on our website: <a href="www.jamiahamdard.edu">www.jamiahamdard.edu</a>. Therefore, bidders are advised to keep visiting our website.

#### PART-I

#### **TECHNICAL-BID – PART A (Envelope 1)**

This envelope shall contain Demand Drafts of earnest money deposit and cost of tender, complete tender documents and related documents to fulfill the eligibility criteria.

#### **PART-II**

#### FINANCIAL BID – PART B (Envelope 2)

This sealed envelope shall contain the financial bid of the vendor as per bill of quantities. This envelope shall be opened only after the EMD & Tender Cost contained in envelope No.1 & technical bid is found in order as per the requirements of Tender. The date of opening of price bid shall be intimated later on.

The sealed cover containing envelope 1 & 2 shall be opened on the prescribed date and time in the presence of tenderers or their authorized representatives who may wish to be present.

#### 5. Tenderers to study entire tender document carefully:

Submission of a tender by a tenderer implies that he has read all the stipulations contained in this tender document and has acquainted himself of the nature, scope and specifications of the works to be followed.

#### 6. Tenderer to submit the entire tender document:

The tenderer shall submit all documents for the purpose of this tender after duly filling the same in all respects. Tenders which are found to be vague or incomplete shall be rejected summarily.

#### 7. Tender shall be written in English language:

Tender shall be written in English language. All information such as documents and drawings supplied by the tenderer will also be in the English language only. Drawings and designs shall be dimensioned according to the metric system of measurements. Tenders shall be forwarded under

cover or a letter typed on the tenderer's letter-head and duly signed by the tenderer. Signatures must be in long hand, executed **with blue ink** on each and every page of the enclosed tender documents by a duly authorized principal of the tendering firm. No oral, telegraphic or telephonic tenders or subsequent modifications there-to shall be entertained.

#### 8. Tenderers to quote for all items and in figures & words:

The tenderer shall quote his rates in words and figures both with reference to each item and must enter for all the items shown in the attached Bill of quantities. Incomplete offer shall be liable for rejection. In case, there is a discrepancy in "words" and "figures", the rate in words will be taken as correct for evaluation of tender. The total amount shall be written both in figures and in words. The rates should be written in computerized/typed format and NOT in hand written.

#### 9. Validity period of offers:

The rates quoted in the tender shall hold good for 180 days from the date of opening of the tender. The validity period shall be extendable with the mutual consent of both the parties. No tenderer can withdraw/or modify his tender or revoke the same within the said period of 180 days. If a tenderer on his own withdraws or revokes the tender or revises or alters or modifies the tender for any item or condition within a period of aforesaid 180 days his earnest money deposit shall stand forfeited.

#### 10. Tenderer to sign all pages:

The tenderer shall stamp and sign at the bottom right-hand corner of every page of the tender documents in token of acceptance of tender conditions and for the purpose of identification.

#### 11. Erasures and alterations:

Tenders containing erasures and alterations of the tender documents are liable to be rejected unless these are authenticated by the person signing the tender documents.

#### 12. Tenderer to satisfy himself of site conditions:

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tender regarding nature of the site conditions, the means of access of the site, the accommodation they may require and in general obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender in any manner. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not and no compensation or otherwise of any charges incurred or to be incurred consequent on any misunderstanding or otherwise shall be admissible.

#### 13. Earnest money:

The tender shall be accompanied by earnest money in the form of DD from any Indian Scheduled Bank only, drawn in favour of the Jamia Hamdard payable at New Delhi. Earnest money of the unsuccessful bidder(s) shall be refunded after expiry of the validity period of the tenders/award of works whichever is earlier. In case of successful tenderer the earnest money shall be adjusted against performance security.

#### 14. Tender Rates:

The rates/price quoted by VENDOR should be all inclusive i.e. should include all material cost, labour for loading/unloading, machinery/tools & tackles, ladder, freight, Insurance,

transport/cartage of materials/labour and all other expenses not specifically mentioned but reasonably implied. Nothing over and above these rates shall be payable to the VENDOR.

Further nothing extra in rates will be considered for any variations in tender quantities or due to any site difficulties. It is mandatory for bidder to quote all items rate as asked for in the BOQ/PRICE schedule. Failure in not filling some item rates will lead to rejection of tender. The bidders should quote unconditional rates, neatly written without any overwriting and all pages should be duly signed & stamped.

Jamia Hamdard reserves the rights to increase or decrease the quantum of work during the execution of work and to accept/reject full/part proposals without assigning any reason thereof.

#### 15. Tender liable for rejection:

Tenders which do not fulfill all or any of the conditions laid down in this notice, or contain conditions not covered and / or not contemplated by the Conditions of contract and/or expressly prohibited therein or stipulate additional/alternative conditions shall be liable to be rejected.

#### 16. Tenders shall also be liable for rejection on any of the following grounds:

- a) Tenders submitted late.
- b) Tenders containing remarks uncalled for.
- c) Conditional tenders
- d) Tenders not submitted on prescribed Performa.
- e) Telegraphic tenders.
- f) Tender submitted without EMD / Cost of tender document

#### 17. Correspondence:

Tenderers must mention their postal address and telephone number(s) of the Chief Executive/authorized agent or attorney in the tender. The tender submitted by the tenderer will be rejected if he or his agent cannot be contacted on the last known address or on the intimated telephone number(s) after reasonable search in which event earnest money may be forfeited by the Jamia Hamdard.

#### 18. Jamia Hamdard not to assign any reason for rejection of tender:

Jamia Hamdard holds absolute discretion to accept or reject the lowest or any other tender without assigning any reason. No claim on this account shall be entertained.

#### 19. Amendment in tender documents:

Jamia Hamdard reserves the right to revise or amend the Bid Documents upto the date, prior to the date notified for opening of the tenders and also the right to postpone the date of submission and opening of tenders without assigning any reason, whatsoever.

#### 20. Documents to be submitted along with Technical Bids

- a) Copies of completion and Performance Certificates (duly attested) for similar scope of works issued by the officer of the client/Dept. of the rank of Executive Engineer/equivalent or the Head of the Institution will have to be furnished along with the application. The completion certificate must clearly indicate the following:
  - The date of completion of work with cost of completed work with letters of successful completion. Nature and scope of work, Time period of completion (attach client's list).
- b) The firms are advised to enclose attested copies of valid PAN, PF, ESI, GSTN.
- c) Earnest Money, **as mentioned** to be deposited.
- d) Tender Cost, as mentioned to be deposited.
- e) Company's financial performance documents (Audited balance sheet, and profit and loss statement).
- f) Copies of IT return acknowledgement for last three financial years.
- g) All Annexures attached in the Tender Document.
- h) All documents submitted by the bidder should be self-attested along with stamp.

#### **GENERAL CONDITIONS**

- Sealed tenders on item rate basis are hereby invited from vendors for the work of:
   Name of work: Supply & Installation of Class room/Lab Furniture for the SCLS at 3<sup>rd</sup> floor.
   The tender document consists of Tender form, Notice inviting tender, Instructions to bidders, General Information, Schedule of quantity, General Conditions of contract Agreement, List of tests and technical specification, etc.
- **2.** The cost of tender document may be deposited in the form of Demand Draft in favour of **Jamia Hamdard**.
- **3.** Bidders must fill the letter of undertaking and Declaration Programme complete in all respect.
- **4.** The time allowed for the completion of work is **ONE** month to be reckoned after three days from the date of receipt of work order.
- **5. Security Deposit:** A security deposit equal to 05% of the value of work will be deducted from Contractor's bills and shall be refunded after the completion of defect liability period of twelve months after ensuring successful performance executed by the contractor and the defect and liability period shall be start from the 3<sup>rd</sup> of the successful completion of work.
- 6. No sub-letting of the work is allowed. Work under this contract, either full or any part of the contract shall not be assigned or sub-let without prior written permission and information of Jamia Hamdard.
- 7. Bidders must quote their rates excluding GST and the rate & amount of GST shall be quoted separately in specified row of the BOQ attached in this tender.
- **8.** The vendor shall ensure submission of his tender after examining the tender document, scope of work, specifications, clauses, additional terms of contract agreement special terms & conditions, bill/schedule of quantity, instructions to bidders, general information, etc.
- **9.** If a tenderer whose tender is accepted, fails to undertake the work as per terms of the contract within 30 days to be reckoned from the 3<sup>rd</sup> day of the date of issue of work order, Jamia Hamdard is free to cancel the award of tender and forfeited the earnest Money deposited.
- **10.** Jamia Hamdard does not bind itself to accept any tender and reserves the right to reject any or all tenders without assigning any reason.
- **11.** Jamia Hamdard will not pay any expense, whatsoever incurred by tenderer for the preparation and submission of tenders.
- **12.** This notice inviting tender, will form part of the contract agreement to be executed by the successful tenderer with the Jamia Hamdard.
  - The successful tenderer shall have to sign the contract agreement within 15 days of the allotment of work.
  - The tenderers, whose technical bids are accepted, are required to make general presentation to the Institute, regarding their profile and work plan to execute the job.

## **GENERAL INFORMATION**

1.	Accepting Authority	Jamia Hamdard, Hamdard Nagar, New Delhi
2.	Earnest money	Rs. 16,500.00 in favour of "Jamia Hamdard"
3.	Security deposit	Security Deposit in the form of Retention Money shall be deducted from the VENDOR's running account bill at the rate of five percent (5%) of the bill amount till it reaches 5% of the total Awarded Tender value.
4.	Authority competent to grant extension of time	Jamia Hamdard, Hamdard Nagar, New Delhi
5.	Tools & plants	To be arranged by Vendor
6.	Defect Liability Period	Twelve months from the 3 <sup>rd</sup> day of acceptance of completion by the Jamia Hamdard.
7.	Warranty certificate	All items supplied/Installed shall have a warranty of 10 yrs. from the date of takeover by Institute for any manufacturing/ workmanship defects
8.	Release of Security Deposit	The performance security shall be refunded to the vendor on completion of the Defect Liability Period.
9.	Authority Competent to Appoint Arbitrator	Jamia Hamdard, Hamdard Nagar, New Delhi

#### SPECIAL CONDITIONS OF CONTRACT

- 1.1 The scope of work consists of Supply, fabrication and installation of furniture as specified in the Technical Specifications, BOQ. The entire work covered by this document shall be treated as Works Contract. Tenderer should quote for the work accordingly.
- 1.2 The Tenderer should note that no conditions having any technical or financial implications should be put in the bid document while quoting for this work. Any or all tenders with conditions are liable to be rejected without assigning any reasons by Jamia Hamdard
- 1.3 In case of discrepancy between description of items in Schedule of Quantities and Special/General Conditions, then Schedule of Quantities will prevail.
- 1.4 All Composite items shall be carried out by the Agencies at the price of individual items involved in corresponding items, unless stated otherwise in the Bill of Quantities.
- 1.5 For any dispute arising out of this contract, the exclusive civil judicial jurisdiction will be at Delhi.
- 1.6 The EE's decision shall be final with respect to the interpretation of drawings and specifications.
- 1.7 The Executive Engineer with prior approval of the Competent Authority shall give
  - a) Approval of the variation/deviation.
  - b) Approval of the extra item rates.
  - c) Approval of the Extension of time.
- 1.8 VENDOR shall follow all the safety provisions issued from government agencies/ authorities as applicable to works site as well as for activities outside the works site.

#### **2 BILL OF QUANTITIES (BOQ):**

2.1 A BOQ with probable quantities in respect of the work and specifications accompany these special conditions. The bill of probable quantities is liable to be operated by omissions or variations or additions at times, at the discretion of EE. Such variation in the quantities shall not, however, vitiate/prejudice the contract in any way whatsoever and VENDOR shall be paid for actual measured quantities of work executed by him at the rates given in the BOQ.

#### 3 COMMENCEMENT OF WORK

3.1 The work shall commence within <u>03 days</u> of issue of the Notification of Award (NoA)/ Letter of Award (LoA).

#### 4 DISPATCH OF MATERIALS

4.1 Materials shall not be dispatched from the manufacturer's works or to the Site without clearance from the Engineer In-Charge or his Representatives and Engineer from Jamia Hamdard and the VENDOR shall seek permission for the same for such dispatch when necessary.

#### **5** SPECIFICATIONS:

If specifications for an item of work are not covered by the CPWD Specifications/B.I.S. Specifications/attached specifications prevailing as on date of tender, the same shall be decided by the Jamia Hamdard and shall be binding on the vendor.

The Jamia Hamdard shall have the power to insist upon the vendor to purchase and use such materials of particular approved make which may in his opinion be necessary for proper and reasonable compliance with the specifications and execution of work. In the event of any variation/discrepancy in the drawings, specification and tender documents the decision of the Jamia Hamdard shall be final binding and conclusive on the vendor.

- As required by Engineer In-charge, the vendor shall provide all facilities at site or at manufacturer's works or an approved laboratory for testing of materials and/or workmanship. All the expenditure in respect of this shall be borne by the vendor wherever applicable. The vendor shall, when required to do so by Engineer In-Charge submit manufacturer's certificate that the materials have been tested in accordance with requirements of the specifications.
- 5.2 Neither the omission by Engineer In-charge to test the materials nor the production of manufacturer's certificate etc., as aforesaid shall affect the right of the Engineer In-charge to reject after delivery of the materials found not in accordance with the specifications.

#### 6 TESTING OF MATERIAL

As required by the Engineer In-Charge or his representative the vendor shall provide all facilities at site or at manufacturer's work or an approved laboratory for testing of materials and/or workmanship. All the expenditure in respect of this shall be borne by the vendor unless specified otherwise in the contract. The vendor shall when required to do so by the Engineer In-Charge, submit that the materials have been tested in accordance with requirements of the specifications.

#### 7 APPROVAL OF SAMPLES

After pre-qualifying the technical bid, the vendor shall arrange and manufacture relevant samples at his own cost of each item of work within 10 days of communication in this regard by Engineer In-Charge. These samples to be tested against the technical specifications such as thickness of G.I. Sheet, powder coating thickness, etc. The committee based on the evaluation score will recommend to open the financial bids of only eligible bidders.

#### **8** FORCE MAJEURE

The Vendor 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.

- 8.1 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Jamia Hamdard either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 8.2 If a Force Majeure situation arises, the Vendor shall promptly notify the Jamia Hamdard in writing of such conditions and the cause thereof. Unless otherwise directed by the Jamia Hamdard in writing, the Vendor 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.

#### 9 RISK PURCHASE CLAUSE

In an event of failure of supply of the item/equipment within the stipulated delivery schedule, the Jamia Hamdard has all the right to purchase the item/equipment from the other source on the total risk of the vendor under risk purchase clause.

#### 10 LIQUIDATED DAMAGE (L.D.)

If a vendor fails to execute the order in time as per the terms and conditions stipulated therein, it will be open to the Jamia Hamdard to recover liquidated damages for delay in delivery and installation from the vendor at the rate 0.5% of the value of the order per week subject to a maximum of 10% of the total order value. The L.D charges can be increased in case of gross violation of the Purchase Order terms as decided by the Competent Authority of Jamia Hamdard.

#### 11 RESOLUTION OF DISPUTES

- 11.1 The dispute resolution mechanism would be as follows:
- In case of Dispute or difference arising between the Jamia Hamdard and a domestic vendor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Jamia Hamdard and if he is unable or unwilling to act, the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
- 11.3 The venue of the arbitration shall be the place from where the order is issued.

#### **INSURANCE** (if applicable)

For delivery of goods at the Jamia Hamdard's premises (JAMIA HAMDARD), the insurance shall be obtained by the vendor from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes. The insurance shall be valid for a period of not less than 3 months after installation and commissioning.

#### 12 TAXES

Vendors shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Jamia Hamdard. However, GST in respect of the transaction between the Jamia Hamdard and the Vendor shall be payable extra, if so stipulated in the order.

#### 13 BILLING AND PAYMENTS

- Payment shall be on the basis of supply/delivery of the furniture, its installation and commissioning of the same furniture.
- Extra item of work and rates shall be either as derived from the Tender items or from analysis of rates quoted by the vendor.
- 13.3 Vouchers and/or Challans for various materials required for the works shall be produced to the Engineer In-Charge on demand.
- 13.4 Full and Final bill shall be paid as per the provisions of contract after final certification and after completion of all works as per drawings, BOQ, specifications & instructions of Engineer In-Charge and on testing / commissioning / guarantee.
- 13.5 Deductions from payments: TDS as per govt. guidelines and 0.25% for JHRW.

#### 14 FINAL BILL

14.1 The VENDOR shall submit within 30 days of Final completion of the work the Final Bill for the works carried out along with all the necessary supporting measurements as required by the Engineer In-Charge. In case the VENDOR fails to do so, the EE's certificates of the measurements and of the total amount payable for the work accordingly, shall be final and binding on all parties. The final bill shall be processed after complete testing and valuation within 3 months from the submission of the Bill.

#### 15 COMPENSATION

- 15.1 No compensation for alteration in or restriction of work to be carried out.
- 15.2 If the VENDOR is required to carry out additional works/items during the tenure of this contract, as instructed by Engineer In-Charge in writing, he shall carry out the same at his quoted prices of items and will not be entitled to any extra claim on this account.

#### 16 SPARE PARTS

The Vendor may be required to provide any or all of the following materials, notifications, andInformation pertaining to spare parts manufactured or distributed by the Vendor. Such spare parts as the Jamia Hamdard may elect to purchase from the Vendor, providing that this election shall not relieve the Vendor of any warranty obligations under the Contract; and In the event of termination of production of the spare parts; Advance notification to the Jamia Hamdard of the pending termination, in sufficient timeto permit the Jamia Hamdard to procure needed requirements, furnishing at no cost to the Jamia Hamdard, the blueprints, drawings and specifications of the spare parts, if requested. Vendor shall carry sufficient inventories to assure ex-stock supply of consumable spares. Other spare parts and components shall be supplied as promptly as possible but in any case, within six months of placement of order.

#### 17 TERMINATION FOR DEFAULT

- 17.1 The Jamia Hamdard may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or part:
  - a) If the Vendor fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Jamia Hamdard; or
  - b) If the Vendor fails to perform any other obligation(s) under the Contract.
  - c) If the Vendor, in the judgment of the Jamia Hamdard has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 17.2 For the purpose of this Clause:

- a) "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.
- b) "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 Tenderer (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;"
- 17.3 In the event the Jamia Hamdard terminates the Contract in whole or in part, the Jamia Hamdard may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Vendor shall be liable to the Jamia Hamdard for any excess costs for such similar Goods or Services. However, the Vendor shall continue the performance of the Contract to the extent not terminated.

#### 18 TIME SCHEDULE AND WORK PROGRAM

- 18.1 After the work is awarded, the VENDOR shall prepare and submit a detailed Bar chart, for approval by Engineer In-Charge. This time schedule after approval shall form a part of the contract and the work shall be carded out in all respects as per this Bar chart.
- 18.2 Time is the essence of this contract. The VENDOR shall properly assess his capabilities and fully satisfy himself before start of work that he will be able to adhere to the specified time schedule.

If the VENDOR apprehends any delay in execution of work due to drawings and approvals required, he shall immediately advise Engineer In-Charge in writing. The temporary stoppage, if any, not attributable to the VENDOR shall be considered by the Engineer In-Charge while considering extension of stipulated date of completion.

- 18.3 The whole of the work including all extras and additional items if any, when ordered are required to be completed in the time stipulated in the contract. The VENDOR will be required, if necessary, to work in additional shifts in order to complete all works by the stipulated date.
- 18.4 The whole of the work must be executed at all levels and by such time as directed by Engineer In-Charge.
- 18.5 No work shall be done on Sundays & holidays without the sanction in writing of the Engineer In-Charge.

#### **CHECKLIST**

#### To be submitted along with the bid

The tenderers are requested to ensure the submission of the essential documents to avoid disqualification of the bid. However, the check list is not exhaustive and the tenderer are requested to go through the NIT & related documents carefully and completely for fulfilments of tenderers requirement.

S. No.	Enclosures	Submitted
1.	Copies of valid registration certificate	
2.	Cost of tender documents (non-refundable) in form of DD in favour of Jamia Hamdard	
3.	EMD in form of DD in favour of Jamia Hamdard.	
4.	List of Similar Work orders, Copies of completion and performance certificates (duly attested) for similar scope of works.	
5.	Average annual turn-over of last three financial years should be 4.5.0 Lakhs with certificate from practicing CharteredAccountant/relevant documents.	
6.	Ensure signature with stamp on all pages of tender documents.	
7.	Copies of valid PAN, PF, ESI, GSTIN, WCT if applicable.	
8.	Copies of IT return acknowledgement for last three financial years.	
9.	Copies of Certifications and memberships as mentioned.	
10.	E-mail address	
11.	Address for communication	
12.	Contact details such as phone number, mobile no., landline no.	

Signature of Tenderer
Dated the

# List of approved makes/specification:

Items	Makes/Brand
MS Tube	Apollo, Tata, Sri Ram, Finolex
Pre-laminated Particle Board	Century, Greenlam
CR Sheet	Tata, Jindal Stainless
Commercial ply	Greenlam

# PART-B: Financial Bid (To be submitted in separate envelope)

**Schedule of quantity:** 

	Schedule of quantity:							
S.N	Description	Unit	Qty	Rate	Amount (Rs.)			
1	Lab stools (steel) Made of 7/8"O.D., 18-gauge steel tubing in 3 fixed and 3 adjustable sizes with an optional backrest. The seat is a full 14" diameter with an ½" diameter Masonite board recessed into the pan and will not chip or crack. Footrings, 5/8" O.D, are welded to each leg, with 4 contact points at each leg for added rigidity. The optional backrest is 6" high and 12" wide and adjusts up/done and forward /backward.	Each	120.00					
2	Office Table (4'X2'X2'6" Only side three drawers) providing and supplying office table made of 19 mm thick commercial Ply board finished with 1 mm thick laminate on top of table. Including teak wood moulding all-round the table. The top of table fixed on frame of M. S. tube of 25x 25 mm of 20 gauge and the legs shall be in 16 gauge The table must be fitted with a three drawer box in the R.H. S. and cupboard having one shelf making two compartments of the L.H.S. of thickness 0.8 mm (Body) and 0.63 mm (Drawers). The drawers must slide on solid roller suspension for smooth movement and load bearing capacity. Including spray painting	Each	7.00					
3	Visitor Chairs Providing and supplying medium back chairs for general staff, visitors etc. M.S. tube 20 mm of 16 gauges. The seat back shall be moulded plywood with 3" foam rubber on seat on seat and back. The armrests shall be moulded PU upholstered in synthetic upholstery material.	Each	14.00					
4	Supply, fabricating & installation of three-seater desks with bench: Structure made with 0.8 mm thick CR Sheel. Stiffeners made with 25x25mm square tube of 1.6mm wall thickness side structure made with CR sheet press formed and welded to 50x25mm tube of wall thickness 1.6mm with 25mm round tube of 1.6 mm wall thickness. Front modesty panels & bottom shelf made with 25mm pre laminated particle board. MS frame duly powder coated. Desk top made with 25mm thick pre laminated. Partical board with 2mm pvc edge binding on all sides. Dimensions; width to top: 40mm, width of shell: 250 mm, Height: 762 mm width of modesty: 300 mm, width of seat: 300 mm., Height: 762.	Each	42.00					
	Total Amount i/c GST							

(Signature of bidder with seal)

