

Tender Ref. No : **APS/MATHURA/MOULDED FURNITURE/2024-25/CL6**

TENDER DOCUMENT

for

PURCHASE OF SMALL STUDY TABLES WITH CHAIRS
AT APS MATHURA CANTT (UP)-281001



Tel No : **9457469176** Email : apsmathura@awesindia.edu.in

Website : www.apsmathuracantt.edu.in

TABLE OF CONTENTS

S No	Title	Page No
1	Notice Inviting Tender	3
2	Time events of various Tender related activities	4
3	Technical Specifications - Annexure I	5
4	Submission of Tender and General Terms and Conditions - Annexure II	6-8
5	Qualification in the Technical Bid/ Eligibility Criteria	9-14
6	Instructions & Special Conditions - Annexure III	15-16
7	Minimum Eligibility Criteria /Pre-Qualification Criteria - Annexure IV	17
8	Technical Bid - Annexure V	18
9	Technical Compliance Statement - Annexure VI	19
10	Financial Information - Annexure VII	20
11	Bid Security Declaration-Annexure VIII	21
12	Declaration - Annexure IX	22
13	Undertaking Regarding Blacklisting / Non-Debarment - Annexure X	23
14	Price Bid Format - Annexure XI	24
15	Proprietary Certificate- Annexure XII	25
16	Checklist	26

**Tender No : APS/MATHURA/MOULDED FURNITURE/2024-25/ Date:
02/10/2024**

NOTICE INVITING TENDER

1. APS, Mathura Cantt, invites sealed bids **from all Indian Manufacturers/Service providers or their authorized vendors, having registered office in India** who fulfill the criteria mentioned in the Tender document and have adequate credential, for the **“Supply of Small Study Tables with Chairs” at APS Mathura.**

2. As per drawing, specification, quantity given group wise in Annexure-1 at APS Mathura Cantt. Interested parties may submit their sealed bids under Two-Bid system as per **Technical Specifications** given at **Annexure I** and **General Terms & Conditions and other formats** given at **Annexure II to XII**. Two covers (Technical Bid and Price Bid) are to be sealed and placed in one large cover superscribed with tender reference number **(Tender No - APS/MATHURA/MOULDED FURNITURE/2024-25/ Date: 02/10/2024, Bid for " Purchase of small study tables with chairs at APS MATHURA")** and submitted to **"Principal, APS Mathura Cantt, Mathura (UP) on or before 16/10/2024) at 1500 PM**. Technical Bids will be opened on **(17/10/2024) at 0900AM**.

3. The technical bid will be evaluated first and price bids will be opened in respect of those OEMs/Vendors, who are found technically qualified after evaluation of Technical bids and sample cot provided. Date for opening price bids will be intimated later.

Principal

APS Mathura Cantt
Mathura, UP

TIME EVENTS OF VARIOUS TENDER RELATED ACTIVITIES

Tender No & Date	APS/MATHURA/MOULDED FURNITURE/2024-25/ Date: 02/10/2024
Brief Description of Tender	Purchase of small study tables with chairs at APS Mathura Cantt
Estimated cost (overall), if any	Rs 16,77,600/- (Rupees sixteen lakhs seventy seven thousand six hundred only)
Tender fee (Non-refundable)	Rs. 500/- (Rupees Five Hundred only) in the form of a Demand Draft drawn in favour of " Principal, APS, Mathura Cantt " and payable at any commercial/nationalized bank at Mathura. Photocopy / Fax of the demand draft will not be accepted.
EMD (Refundable)	Rs. 33,500/- (Rupees thirty three thousand five hundred only) in the form of a Demand Draft drawn in favour of " Principal, APS, Mathura Cantt " and payable at any commercial/ nationalized bank at Mathura. Photocopy / Fax of the demand draft will not be accepted. Any tender without EMD (in form of original DD) would be considered as " DISQUALIFIED " and hence would be REJECTED .
Bid submission start date & time	(03/10/2024) at (08:00 AM)
Pre -bid Meeting, if any	(17/10/2024) at (09:00 AM). Pre-Bid meeting will be held at Principal Office, APS Mathura Cantt.
Last date & time for submission of sealed tenders/quotations	(16/10/2024) at (15:00 PM)
Pre -qualification & Technical Bid opening date & time	17/10/2024) at (09:00 AM) Along with the tender documents, the bidder has to produce a detailed catalogue, OEM details of the equipment with orders received and executed for the respective items.
Two Bid System	Two Bids – (i) Technical and (ii) Price bid, in two separate sealed envelopes- placed & sealed in one envelope
Bid validity	180 days from the date of opening of Technical Bid
Submission of bids (by speed post) or (dropped by person) (Addressed to)	Chairman, Project Management Cell APS, Mathura Cantt, 281001, UP, India
Bid opening place	The Conference Room, Admin (Main) Building, APS Mathura Cantt, Mathura - 281001, UP
Any clarification	Telephone No : 9457469176 E- mail ID : apsmathura@awesindia.edu.in

Note: -

1. If the day falls on any Holiday, the date of any of the events mentioned above shall be on the next working day.
2. It is the responsibility of the Bidder to ensure that their bids whether sent by post or by courier or dropped by person should reach within the stipulated date & time.
3. The quotation received after the last date and prescribed time would summarily be rejected. Quotations having incomplete information are also liable to be rejected.
4. The Principal, APS Mathura Cantt, reserves the right to reject any or all the quotations in full or part without assigning any reason thereof and without giving any compensation. The decision of the Director in this regard shall be final and binding to all.
5. The addendum/ corrigendum if any shall only be published on Institute's website.

SUBMISSION OF TENDER AND GENERAL TERMS AND CONDITIONS

1. Following are the procedure for submission of the Tender and other important conditions to be fulfilled by the tenderer. **Every page containing the said procedure for submission of tender and other important conditions are to be signed by the tenderer** and to be submitted along with their technical bids towards their acknowledgement that they have gone through all the contents in these pages and in the schedules as well and they are agreeing to comply.

2. **BID SYSTEM**. The offer/bids are to be submitted under a two bid system, namely Technical Bid and Commercial Bid. The Technical Bid must contain all the details as specified in the schedules along with the terms and conditions whereas the Commercial Bid must indicate the rate only. **THERE MUST NOT BE ANY COST INDICATION IN THE TECHNICAL BID.**

3. **SEALING & MARKING OF BID**. The tender should be submitted in a proper manner with the index for easy identification i.e.:

Envelope Number	To be superscribed as
A	DD for Tender Fee + E M D
B	Technical Bid
C	Commercial Bid

4. **Envelope - A (Duly sealed)**. Should contain the Demand Drafts towards Tender Fee and EMD. **Envelope - B (Duly sealed)**: Should contain the documents as listed under Technical Bid below.

5. **Envelope - C (Duly sealed)**. Should contain the document as listed under Commercial Bid below.

6. All the above three envelopes should clearly be marked on top of the envelope about type of envelope (i.e., A, B, & C), details of contents in envelope, name of agency submitting the bid.

7. The envelopes including the bigger envelope shall be addressed to:-

**Principal,
Project Management Cell, APS Mathura Cantt
Mathura, UP, PIN - 281001”.**

8. The bigger envelope **must be sealed and must bear the following identification on top**

(a) “Tender for Supply of Small Study Tables with Chairs at APS Mathura”

**(b) Bid Reference Number: APS/MATHURA/MOULDED FURNITURE/2024-25/
dated 02/10/2024.**

(b) Name and Address of the Bidder (on bottom left of the envelope).

9. If the outer envelope is not sealed and marked as above, the Institute will assume no responsibility for the misplacement or premature opening of the Bid.

10. **SUBMISSION OF TENDER.** The tender can be personally dropped in the box to be kept in the Project Management Cell on all working days (except Saturday, Sunday & Holidays) between 10.00 am and 1.00 pm in the forenoon and 3.00 pm and 5.00 pm in the afternoon session on or before the date and time as specified in the Tender Notice. The tender can also be sent by post to “**The Principal, Project Management Cell, APS Mathura Cantt, Mathura, UP, PIN - 281001.** The tender shall not be received after the expiry of the time as specified in the tender notice. The bids (technical and price bids) once submitted shall be the property of the Institute and shall not be returned to the vendor in future.

11. **TENDER FEE.** **Rs. 500/-** (Rupees Five Hundred only) by way of demand draft from any Nationalized Bank /Commercial Bank and paid in favour of “Principal, APS, Mathura Cantt”, payable at Mathura. **Photocopy / Fax copy of the demand draft will not be accepted.**

12. **EARNEST MONEY DEPOSIT (EMD).** **Rs. 33,500/-** (Rupees thirty three thousand five hundred only) in the form of a Demand Draft drawn **in favour of “Principal, APS MATHURA Cantt, Mathura”** and payable at any Commercial / Nationalized bank at Mathura. Photocopy / Fax copy of the demand draft will not be accepted. Any tender without EMD would be considered as “**DISQUALIFIED**” and hence would be **REJECTED.**

13. **RETURN OF EMD.** The following process will be adopted:-

(a) The EMD of the unsuccessful bidders will be returned to them without any interest on receipt of written request from them within thirty days after awarding the contract to the successful bidders.

(b) The EMD of the successful Bidder will be kept as Security Money and will be returned to them without any interest after the completion of the contract successfully.

14. **FORFEITURE OF EMD.** If a successful bidder fails to act on the offer made by the Institute and/or the bidder withdraws/amends his bids after opening of the tender, the EMD will be forfeited. Moreover, the bidder shall be suspended from being eligible for bidding in any contract with APS Mathura Cantt or a period equal to the duration of the contract for tender related to ‘Services’ and/or 01 to 02 years in case of ‘Procurement of Goods’ from the date of notification of the Tender document. Tender Fee/EMD should be kept in separate cover and place in technical bid cover.

15. **OPENING OF TENDER.** The offer/bid will be opened by a committee, as would be constituted by the competent authority, at a pre-defined place, time and date. Tenderer or his/her authorized representative (with proper authorization letter for attending opening of technical bids and also for opening of price bids) may choose to be present at the time of opening of Technical Bids/Price Bids.

16. **DISQUALIFICATION OF TENDER.** The tenders are liable for rejection in the following circumstances: -

- (a) If they are not in line with the terms and conditions of this tender notice.
- (b) Conditional quotations.
- (c) Incomplete tenders.
- (d) Tenders without Tender Fee and EMD.
- (e) Tenders submitted through Fax or e-mail.
- (f) If two bid system is not followed.

(g) The Firm need to quote all the charges /prices as per the tender requirement, if any firm quote nil charges/price the bid shall be treated as Unresponsive bid and will not be considered.

17. **On verifying each and every point as mentioned above, the technical bid will be opened to examine all the documents and to decide on all related aspects as per Institute's specifications and requirements.**

18. **TECHNICAL BID.** Bidders should enclose the following documents with the technical bid:-

- (a) Details of Organization as per format enclosed herewith. Filled in the form must be kept on top of the documents with the Technical Bid.
- (b) The entire tender notice duly signed on each page of the same.
- (c) In case, the bidder is an authorized dealer, "Dealership Certificate" from the original manufacturer MUST be submitted mentioning the tenure of such dealership.
- (d) Technical capability to manufacture/supply of such bulk stores as mentioned in the tender document within a month's time.
- (e) A copy confirming /undertaking the terms of supply within this period should be attached.
- (f) Proof of credentials to comply with the eligibility criteria.
- (g) Status of the firm regarding quality certification (ISO certification). Copy of the ISO 9001, and ISO 14001 certificates are to be attached.
- (h) List of reputed Organizations/Institutes where similar orders (Furniture items) have been executed. Copy of the purchase orders are to be attached.
- (j) Copy of the valid PAN Card, GST Registration etc. along with the copy of the GST return for the last financial year.
- (k) Audited Financial Statement and IT Return available at least for the three financial years: 2021-22, 2022-23 and 2023-24 (if available).
- (l) Details and nature of the maximum warranty period offered by the bidder. A declaration is to be attached on the letter head of the firm.
- (m) A Certificate/Undertaking on the letter head of the Company to the effect that the bidder/ Manufacturer must not have incurred any loss in more than two financial years during the last five financial years ending as on 31st March, 2024.
- (n) A Certificate/Undertaking on the letter head of the Company to the effect that the bidder/ Manufacturer had not been blacklisted anywhere in India or abroad by any organization.
- (o) The proposal should be properly indexed and a compliance list against the technical specifications should be provided.

QUALIFICATION IN THE TECHNICAL BID / ELIGIBILITY CRITERIA

1. The tenderer must submit supporting documents duly attested by them with signature and seal of the firm on each page of every document. In the event of non-receipt of any of the above documents with the Technical Bid, it will be presumed that the tenderer could not fulfill that particular criterion and hence the tenderer will be disqualified from the process. Any paper relating to the above documents will not be received during the Technical Bid meeting. Further, any separate correspondence in the matter shall also not be entertained.
2. Bidder should be either an Original Furniture Manufacturer (OFM) or designer or authorized distributor of a furniture supplying to the Educational Institute. The Firm should have a valid factory license for Manufacturing. Assembling and Supply of furniture. Copy of the same must be attached with the technical bid.
3. The bidder should be a company registered under the Companies Act, 1956/2013 OR a Limited Liability Partnership / a registered partnership firm OR a sole- proprietorship.
4. The original Manufacturer must possess (Min 2) following certifications related to quality & safety for furniture manufacturers ISO14001, BIFMA, Green Guard, ISO18001, ISO 45001/50001, AIOTA, IGBC. Appropriate Registration incorporation certificate must be submitted.
5. The bidder/Manufacturer must not be blacklisted/suspended by any Govt. Organization anywhere in India or abroad by any organization whatsoever. A Certificate/Undertaking to this effect must be submitted with the Technical Bid in stamp paper issued from.
6. Along with the tender documents, the bidder has to produce a detailed catalogue with clear image, OEM details of the equipment with orders received and executed for the respective items.
7. Joint ventures are not accepted. Sub-Contracting is not permitted.
8. The Firm should have a valid factory license for Manufacturing. Assembling and Supply of furniture. Copy of the same must be attached with the technical bid.
9. The bidder (Manufacturer / Company having own manufacturing units / infrastructure/Authorized Dealer or Supplier) must have executed orders for similar Furniture Equipment in the last three years (ending Dec 2023) preferably in an educational institute and must fulfill the eligibility criteria mentioned below. Copy of the relevant purchase orders and successful work completion or delivery certificate must be attached with the Technical Bid. Vendor Should have completed following successfully by or before ending 30th Dec 2023 during last 3 years :-
 - (a) Three similar work each costing not less than Rs. 5.00 Lakhs satisfactorily completed.
 - OR**
 - (b) Two similar work each costing not less than Rs. 7.00 Lakhs satisfactorily completed.
 - OR**
 - (c) One similar works each costing not less than Rs. 10.00 Lakhs satisfactorily completed.
10. Similar works means fabrication, supply, and installation of furniture with high quality of workmanship and finish complete to an Educational Institute.
11. Shall have an average annual financial gross turnover of **Rs. 50 Lakhs** on similar works during the last three consecutive financial years ending 31st March 2024. An undertaking in this regard should be enclosed. A Statement of Account Balance Sheet for the financial year. 2021-22, 2022-23 and 2023-24 duly certified by the valid Chartered Accountant must be enclosed with the technical bid.

12. The firm should produce true copy Income tax returns for the Past Three years i.e. 2021-22, 2022-23 and 2023-24 along with copy of PAN and GST registration Certificate.
13. Photographic evidence of works/supplies executed must be attached.
14. The bidder/Manufacturer must not have incurred any loss in more than two financial years during the last three/five financial years ending as on 31st March, 2024. A Certificate/Undertaking to this effect must be submitted with the Technical Bid.
15. The firm/contractor must have its own workshop for fabrication of furniture and supply preferably in knockdown condition at site for assembly /as called for.
16. The firms/contractors who don't have their registered office at Mathura, Uttar Pradesh must have their functional/operational office/ workshop within 200 Km radius of Mathura, Uttar Pradesh for at least last two years (two years as on 30th Dec 2023).
17. Besides, scrutinizing the documents submitted with the Technical Bid, the tenderer may be interviewed by the Committee to assess the eligibility, capability, and suitability of the tenderer. As such, the presence of the tenderer or any authorized representative of the tenderer in the Technical Bid meeting is preferable.
18. Past Performance of the Vendors may be judged at the time of Technical Evaluation.
19. The applicant may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. No information shall be entertained after submission of tender document unless it is called for by the employer. Any information furnished by the applicant found to be incorrect immediately or at a later date would render him liable to be debarred from tendering / taking up of work in the Institution.
20. The Institute does not bind itself to offer any explanation to those bidders whose technical bids have not been found acceptable by the Technical Evaluation Committee of the Institute.
21. **PRICE BID.** The following aspects will be adhered to :-
 - (a) The Price should be quoted in INR only.
 - (b) The price should be quoted "For APS Mathura Cantt" basis. The rate should be clearly submitted in breakup of Basic Price, GST, other taxes/charges, if any in Indian rupee only.
 - (c) The unit prices should be for the same unit as indicated in **Annexure I** and not for any other unit.
 - (d) Discount, if any, should be indicated separately/prominently.
 - (e) Offers should normally be on fixed and firm price basis. Any clause making price variation will not be acceptable.
 - (f) The Price Bid should be submitted as per the format enclosed with the tender document on the Letter Head of the Firm/Agency. Price Bid in any other form will not be accepted and be **SUMMARILY REJECTED.**
22. The Price Bid(s) of only those vendor(s) who are found item-wise technically qualified will be opened. The date for the opening of price bids will be notified separately by email.

23. **BID VALIDITY**. The Bid shall remain valid for the period not less than 180 days from the date of opening of Technical Bid. A bid submitted for a bid validity of shorter period may be rejected as non-responsive.
24. **LATE BID**. Any bid received by the Project Management Cell after dead line as prescribed in the tender notice will be treated as late bid and will not be considered
25. **ACCEPTANCE AND REJECTION**. The Authority of APS Mathura Cantt does not bind itself to accept the lowest priced bid. The right to shortlist/reject any or all the tenders and/or to accept the whole or any part of the tenders without assigning any reason whatsoever will be vested upon the Committee as would be constituted for the purpose.
26. **COMPLETION OF DELIVERY & INSTALLATION PERIOD**. 60 days for all the items from the date of the Purchase Order issued.
27. **FREIGHT & INSURANCE**. No freight and insurance charges will be provided and the materials are to be delivered at various Halls of Residence, as may be desired by the Principal, APS MATHURA CANTT at the cost and risk of the Manufacturer.
28. **WARRANTY DECLARATION**. The following warranty conditions will be complied with :-
- (g) The Bidder/Manufacturer must give THREE YEARS Onsite Comprehensive OEM Warranty of the all the mentioned items (as per Annexure I) from the date of installation of the equipment/items against any manufacturing defect and also give the warranty that everything to be supplied by them shall be free from any defects and faults in materials, workmanship and shall be of the highest quality and materials of the type ordered shall be in full conformity with the specifications.
- (h) Any deviation in the material, and the specification from the accepted terms and conditions may liable to be rejected and the bidder/manufacturer need to supply all the items in the specified form to the satisfaction/specifications specified in the order and demonstrate at their own cost. The payments shall be made only after receiving the materials in the required format and quality to the satisfaction of the Project Management Cell.
29. **FAILURE OF ORDER EXECUTION**. If a successful bidder after receiving the order fails to execute the order within the stipulated period or does not fulfil any of the terms and conditions in any respect, the Institute/Project Management Cell reserve the right to cancel the order unilaterally.
30. **PAYMENT TERM**. 100% payment shall be made after successful delivery, installation and demonstration of the items at respective Classrooms in APS Mathura Cantt, as instructed by Project Management Cell, and duly certified by that respective Halls.
31. **LIQUIDATED DAMAGES**. The Furniture items should be delivered/despached to destination and ready for use not later than the delivery period specified. If the Manufacturer fails to deliver any or all the stores or perform the service by the specified date, the LD a sum equivalent to 0.5 (Half) per cent of the prices of any portion of stores delivered late, for each week or part thereof of delay. The total damages shall not exceed 10 (Ten) per cent of the value of delayed goods. Alternately, the purchase order will be cancelled and the undelivered items will be procured from elsewhere at the risk and expenses of the Manufacturer.

32. **FINAL SELECTION AND AWARD CRITERIA.** The order shall be placed to successful L1 bidder. The decision of the Competent authority will be final in awarding the order. **The benefit of any downward price revision (revision on account of budget/financial policy, tax revision, EPZ etc.) is to be given to APS Mathura Cantt by the selected OEM/vendor at any point of time.**
33. **INSTALLATION AND COMMISSIONING.** Free of cost at Various Halls at APS, Mathura Cantt. The supplier must ensure timely installation with necessary support to the indenter, as per details and lists to be made available by the APS MATHURA Office.
34. **DISPUTE AND JURISDICTION.** Any legal disputes arising out of any breach of contract pertaining to the whole process of this tender shall be settled in the court of competent jurisdiction in the district of Mathura, UP.
35. **ADDENDUM/CORRIGENDUM.** The addendum/corrigendum if any shall be published on Institute's **Website i.e www.apsmathuracantt.edu.in.**
36. **OTHER CONDITIONS.** The details are as under:-
- (a) The quality of the earlier supplies of similar nature of items to the Institute by any of prospective bidder during last five years will be kept in view for qualification in the Technical Bid.
 - (b) No payment shall be made for any damage caused by rain, snowfall, flood, earthquake or any other natural causes whatsoever during the execution of work. The damages to the work will be made good by the Manufacturer at his own cost and no claim on this account shall be entertained.
 - (c) The manufacturer shall at his own cost shall arrange for necessary licenses/permission/clearance etc. required to import the material for completion of work within the stipulated period.
 - (d) If the materials used or finished works are not found acceptable, the Manufacturer shall arrange for the replacement of material required for re-execution of the work as per the contract.
 - (e) The rate quoted shall be inclusive of expenditure on the requisite approval/quality assurance tests/certification to be carried out on the materials and/or work as may be decided by the Competent authority for which nothing extra shall be payable.
 - (f) Principal may accept or reject any or all the bids in part or in full without assigning any reason and does not bind himself to accept the lowest bid. The Institute at its discretion may change the quantity/upgrade the criteria/drop any item or part thereof at any time before placing the Purchase Order.
 - (g) A bid submitted with false information will not only be rejected but also the OEM/ vendor will be debarred from participation in future tendering process.
 - (h) In case of any dispute, the decision of the Principal of this Institute shall be final and binding on the bidders.
 - (j) In case the due date for opening tender happens to be a holiday, the same will be opened on the next working day. The timings will however remain unchanged. Please Note that the Institute remains closed on Sunday.
 - (k) The Bidders are requested to submit the bids after issue of clarifications only considering the changes made if any. Bidders are totally responsible for incorporating/complying the changes/amendments issued if any, in their bid.

37. **FORCE MAJEURE**. For the purpose of and within the scope of contract by way of indication and not of limitation. The term "Force Majeure" shall mean acts of nature, strikes. Lockouts or other industrial disturbances, act of public/enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms lightening, flood, washouts, civil disturbances, explosion and any other similar even not within the control of either party on which by exercise of due care and diligence neither party is able to prevent or overcome. If a Force Majeure situation arises, the firms shall promptly notify the Institute in writing of such conditions and the cause thereof.
38. **TERMINATION FOR CONVENIENCE**. The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective. The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices.
39. If the applicant is an individual the application shall be signed by him above, his full type written name and current address. If the applicant is a proprietary firm the application shall be signed by the proprietor above, his full type-written name and the full name of his firm with its current address.
40. If the applicant 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 applicant should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.
41. **Final Decision Making Authority**. The Institute reserves the right to accept or reject any application and to annul the tender process and reject all applications at any time, without assigning any reason or incurring any liability to the applicants.
42. **Site Visit**. The applicant is advised to visit the site of work at his own cost and examine it and its surroundings himself to collect all information that he considers necessary for proper assessment of the prospective assignment.
43. Drawings enclosed are for tender purposes only. The contractor is to submit shop drawings for furniture items in the BOQ for issue of GFC/go ahead before mass production.
44. All materials & finishes to be approved by client before procurement.
45. The bidder should possess Anti Rust treatment plant, powder coating machinery and oven in their own premises, if they are quoting for furniture specifications with powder coating (**copy of details of machinery/plant to be attached**). APS Mathura Cantt reserves the right to visit bidder's factory to evaluate the strength of the company, if required.
46. **Tolerance Clause**. To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 25% plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered has been increased or decreased by the Buyer within this tolerance limit.

47. **Option Clause**. This contract has an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. It will be entirely at the discretion of the Buyer to exercise this option or not.

48. **Fall clause**. The price charged for the stores supplied under the contract by the Contractor shall in no event exceed the lowest prices at which the contractor sells the stores or offer to sell stores of identical description to any persons/Organization including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed. If at any time, during the said period the contractor reduces the sale price, sells or offer to sell such stores to any person/organization including the purchaser or any Deptt, of central Govt. or any Department of the 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, the shall forthwith notify such reduction or sale or offer of sale to the Principal, APS Mathura and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

INSTRUCTIONS & SPECIAL CONDITIONS

1. **GENERAL**. Only Indian Manufacturers/Service provider or their authorized vendors, having registered office in India are invited to quote.
2. **DEVIATION FROM SPECIFICATIONS**. It is in the interest of the tenderer to study the specifications in the tender schedule thoroughly before quoting so that, if the tenderer makes any deviations, the same are prominently brought out in the body of the tender. If you need to add any optional items to your system in order to meet our specifications, you are requested to quote for the total including the option required to suit our requirements. Otherwise, your tender will not be considered at all.
3. **GUARANTEE**. The tenderer has to declare that the goods sold to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications.
4. **PATENT RIGHTS**. The Supplier shall indemnify APS Mathura Cantt against all third-party claims of infringement of patent, trademark or industrial design rights, copy rights arising from use of the Goods or any part thereof in India.
5. **INDEMNITY**. The vendor shall indemnify, protect and save APS Mathura Cantt against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipment(s) supplied by him.
6. **JURISDICTION**. All questions, disputes, or differences arising under, out of or in connection with the contract, if concluded, shall be subject to the exclusive jurisdiction at the place from which the acceptance of Tender is issued i.e. Jurisdiction of MATHURA DISTRICT COURT. Acceptance to this effect is also necessary at the time of opening of Technical Bid.
7. **SAMPLE APPROVALS**. A pre-delivery inspection may be undertaken by the APS MATHURA CANTT representatives at the place of manufacture of the supplier's works / sites of installation of similar works. If required, inspections at various stages of manufacturing can also be undertaken by the APS MATHURA CANTT representatives at supplier's workshop and contractor should not have any objection for the same. The time taken for inspection is inclusive of the scheduled completion time of the delivery & placing. If there are any issues, regarding quality of materials, the APS MATHURA CANTT reserves right to get the material tested and the contractor has to bear all expenses towards transportation, testing charges, etc.
8. Each of the supplied items must conform to the sample shown by the bidder for evaluation that has been approved. If the technical committee observes that the quality of the supplied items appears to be lower than the sample provided and initially approved, then randomly selected supplied items will be subjected to further third party testing at any NABL accredited laboratory. Vendor will bear all the cost of the test. Negative report may lead to cancellation of Supply order/Work Order, forfeiture of Performance Bank Guarantee and necessary legal action under relevant clauses of IPC.

9. **DEFECT LIABILITY PERIOD AND WARRANTY.** The contractor shall provide 12 months Warranty (on site and comprehensive) on all items from the last date of placing and shall be responsible for any defects that may develop in the furniture. They shall also have to replace any defective part of the product supplied and other accessories, without any exception and recourse without any extra cost. The contractor is responsible for all packing, unpacking, assembly, placing of units and upto the directed floor /location. The contractor will test the products and accomplish the adjustments necessary for successful and continuous operation of the products supplied at all placing 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 under defect liability conditions without any additional expenses to the Institute.

10. Payment due to Variation in Prices of Materials after receipt of tender. There will be no Variation in Prices/Rates of any Items of work, and the prices shall remain firm during the currency of the Contract and for the extended period of Contract, if any.

11. **DELAY AND NON-CONFORMANCE OF SUPPLIES.** If the contractor fails to supply and place any or all of the goods within the period specified in the Work/ Supply Order, Institute shall without prejudice to its other remedies under the Purchase Order/Work Order deduct from the contract price, as liquidated damages a sum @ 1% per week of delay, for delay until actual delivery for reasons attributable to the vendor. The penalties will be maximum of 5% of the contract amount/awarded value. In case of extraordinary delay, the Institute reserves the right to terminate the contract without any liability to cancellation charges and encash the Performance Guarantee. The supplies would be thereafter procured from any other vendor at the Risk and Cost of the vendor for the short supplies.

12. **SERVICES DURING WARRANTY PERIOD.** The maximum response time for maintenance complaint during warranty period (i.e. time required for contractor's maintenance engineer to report at the placing after a request call/email /telegram is made or letter is written) shall not exceed 02 days. The period for correction of defects in warranty period is 03 days. 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 up to a maximum of 4 weeks (maximum 20%). Subsequently, the rectification shall be carried out by the Institute at the risk and cost of the contractor. The cost of the repairs along with the penalty of 100% shall be recovered from the payment withheld with Institute and the balance amount, if any, will be paid to the contractor after completion of warranty obligations.

13. **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 removed by the contractor at his own risk and cost.

14. **INSURANCE, FREIGHT AND DELIVERIES.** The contractor shall make all arrangements towards safe and complete delivery at the designated locations indicated by Institute in the Purchase Order. Such responsibility on part of the contractor will include taking care of insurance, freight, statelevel permits, octroi, duties, green tax etc. as applicable. These shall be included in rates and no extra shall be payable on such account. The contractor will keep Institute informed about changes, if any, in various stages of deliveries/ placing.

MINIMUM ELIGIBILITY CRITERIA / PRE-QUALIFICATION CRITERIA

1. **REGISTRATION CERTIFICATE(s)**. Certificate of incorporation, PAN, GST, Trade License and so on shall be provided with the bid document.
2. **PAST EXPERIENCE OF THE BIDDER.**
 - (a) Experience in terms of years, and/or: as mentioned in "Qualification in Technical Bid / Eligibility Criteria".
 - (b) Experience in terms of execution of orders: as mentioned in "Qualification in Technical Bid / Eligibility Criteria".
 - (c) Necessary supporting document with work orders/purchase order, list of satisfactory clients, completion certificate shall be enclosed with the bid document. Prior experience may be relaxed for start-ups as per Govt. orders issued from time to time. Supporting documents may be submitted along with the bid document.
 - (d) **ISO CERTIFICATION (if any)**. Supporting document must be enclosed with the bid document.
 - (e) Annual Average turnover (Rs.) for last three Financial Year: Bidder shall enclose CA Certificate/Audited statement.
 - (f) Income Tax Return (ITR) for last three Financial Year: Bidder shall enclose ITR certificates.
 - (g) **NON-BLACKLISTING CERTIFICATE**. The bidder should not have been suspended or blacklisted by any Govt. Organization. (An undertaking to this effect must be submitted by the bidder that the firm has not been suspended or blacklisted by any Govt. Organization in the past or as on the date of bidding).

TECHNICAL BID

S. No	Description	Submitted (If Yes- Page No.)
1	Certificate of Incorporation / Registration Certificate	
2	Trade License, PAN and GST Certificates	
3	Status of the Tenderer. (Attach documents, if registered company/ partnership / propriety ship)	
4	Manufacturer (OEM certificate) or Service Provider / Dealer. (Authorization and OEM certificate from Manufactures)	
5	Details of key top official/authorized official with e-mail ID and contact number	
6	Experience certificate (Previous Work Orders/Purchase Orders, list of satisfactory clients with address and contact number, completion certificates, etc.)	
7	Technical Compliance Statement, as per Annexure - VI	
8	ISO Certificate, if any	
9	Average turnover of company in last three financial years, if any. Bidder shall enclose CA Certificate/Audited statement as per Annexure - VII	
10	Income Tax Returns of last three financial years	
11	Bid Security Declaration as per Annexure - VIII	
12	Declaration as per Annexure - IX	
13	Undertaking / Self-Certification of non-blacklisting as per Annexure - X	
14	Price Bid as per Annexure XI	
15	Proprietary Certificate as per Annexure XII	
16	Other documents like literature, catalogues etc. (if any)	

NOTE:- Attach all relevant documents in the same serial order as above, properly indexed, duly signed. This is to be submitted in a separate sealed envelope super scribing "TECHNICAL BID", Notice inviting Tender Reference No and Name of the bidder. Price bid of that company/firm only will be opened which do technically qualify, for further consideration.

Signature and seal of the Bidder

TECHNICAL COMPLIANCE STATEMENT

Items	Qty	Technical Requirement	Complied (Yes / No)
Small Study tables with chairs (set of 01 X table and 02 X chairs)	240 set (240 tables and 480 chairs)	<p><u>Study Table</u></p> <p>Top 1500mm X 400mm Height 760mm</p> <p>Type - Dual Desk water proof Wood plastic laminated Scratch free thickly polished, laminated and non toxic surface Frame oval shape, Rust free and minimum frame size 16 gauge without sharp edges and environment friendly plastic. Basket/plate under the Top for books Hooks to hang water bottles</p> <p><u>Chair</u></p> <p>380mm X 400 mm X 760mm (H) Colorful injection moldings seat and back. Grooves for hand bags Frame oval shape, Rust free and minimum frame size 16 gauge without sharp edges and environment friendly plastic</p> <p><u>Common QR</u></p> <p>All joints of frame firmly welded and all sheet screwed or riveted with no sharp edge Photos/images of table and chairs being offered to be attached with the technical bid</p>	

FINANCIAL INFORMATION

Tender No,

Date:

Bidder Name:.....

Address:.....

PAN No.:.....

GST No.:.....

Details to be furnished duly supported by figures in Balance Sheet/ Profit & Loss Account for the last three preceding years (Financial years) duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (copies to be attached).

Ser No	Details	Year ending 31st March		
		Year 1	Year 2	Year 3
1.	Gross annual turnover in the similar works			
2.	Profit (+) / Loss (-) Gross			

1. Income Tax Return
2. Audited Account of the company for last three years
3. Income Tax, PAN Details
4. GST No.

This is to certify that to the best of my knowledge and belief, the aforesaid facts and figures are correct and in conformity with the books of accounts of the establishment.

Dated:

Signature of Chartered Accountant
with seal and membership number

BID SECURITY DECLARATION

Tender No.:, Date:.....

1. I, _____ Son /Daughter of Shri _____ -
2. Proprietor/Partner/CEO/MD/Director/Authorized
3. Signatory of M/s.-----am competent to sign this Bid Security Declaration and execute this tender document and hereby declare that;
4. I/we understand that, according to your conditions, bid must be supported by a Bid Securing Declaration.
5. I/we accept that I will automatically be suspended from being eligible for bidding in any contract with APS Mathura Cantt for a period equal to the duration of the contract for tender related to 'Services' and/or 01 to 03 years in case of 'Procurement of Goods' from the date of notification, if I am in a breach of any obligation(s) under the bid conditions, because I:-
 - (a) have withdrawn/modified/amended, impairs or derogates from the tender during the period of bid validity specified in the bid document, or
 - (b) having been notified of the acceptance of our Bid by APS Mathura Cantt during the period of bid validity, (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the General terms and conditions & Instructions to Bidders.
6. I/we understand this Bid Securing Declaration shall cease to be valid if I am not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) 45 (forty-five) days after the expiry of the validity of my Bid.

Signature of the Authorized Person _____

Date: _____

Full Name: _____

Place: _____

Company Seal: _____

DECLARATION

Tender No.: _____, Date:_____

1. I, _____ Son /Daughter of Shri _____
 Proprietor/Partner/CEO/MD/Director/Authorized Signatory of M/s.-----
 -----am competent to sign this declaration and execute this tender document.

2. Tender ref N o : _____dt _____ I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.

3. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief.

4. I/we am/are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

5. All the rates quoted in our proposal are in accordance with the terms and conditions as specified in the bid document. All the prices and other terms and conditions of this proposal are valid for a period of 60 calendar days from the date of opening of bid.

6. We do hereby confirm that our bid prices include all taxes/levies/GST indicated separately.

7. We hereby declare that if any tax law is altered, we shall pay the same.

8. The quoted rates are inclusive of ESI, PF and Green Tax no extra on such heads would be payable on such account.

9. We declare that all the works shall be performed strictly in accordance with the technical specifications and other tender conditions with no deviations

10. Each page of the tender document and papers submitted by my Company is authenticated, sealed and signed, and I take full responsibility for the entire documents submitted.

Signature of the Authorized Person _____

Date: _____

Full Name: _____

Place: _____

Company Seal: _____

UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

(On Company / firm's Letterhead)

Tender No.:, Date:.....

I/We hereby confirm and declare that we, M/s _____, is not blacklisted/ Deregistered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services as on date.

Signature of the Authorized Person _____

Date: _____

Full Name: _____

Place: _____

Company Seal: _____

(On the Official Letterhead of the Company/firm)

PRICE BID FORMAT**Tender No : No APS/MATHURA/MOULDED FURNITURE/2024-25/**

Date: 02/10/2024

**TENDER FOR SUPPLY OF SMALL STUDYTABLES WITH CHAIRS
AT APS MATHURA**

S. No	Description	Quantity	Unit Price without GST (in Rs.)	GST % on unit price (in Rs.)	Unit Price including GST (in Rs.)	Total Amount for entire quantity (in Rs.)
		A	B	C	D=(B+C)	E =(A * D)
Group A:						
1						
Total						

Note: Detailed specifications as per Annexure I

Total amount in words: Rupees _____

1. Non-conformities between Figures and Words:-

(a) If, in the price structure quoted for the required goods, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly.

(b) If there is an error in a total corresponding to the addition or subtraction of sub- totals, the sub-totals shall prevail and the total shall be corrected; and

(c) If there is a discrepancy between words and figures, the amount in words shall prevail.

Signature of the bidder along with seal

(To be submitted with the technical bid)

PROPRIETARY CERTIFICATE

(To be given on the letter head of the firm, do not use the Xerox copy of the letter head)

Ref No..... dated.....

The Principal
APS, Mathura Cantt
Mathura. UP

1. We certify that all the furniture items catalogued in the MRP Price List are manufactured by our firm in our plant, located at _____ under our Technical Guidance, Supervision and Quality Control.

Name:

Signature of the Authorized Signatory:

Designation:

Seal of the Firm:

Date:

CHECKLIST**(Bidder should fill up YES or NO without fail)**

S.No	Bid Enclosures	Yes/ No
Technical Bid (Envelope – A) contains the following documents		
1	Tender fee : Rs _____/-	
2	EMD Rs...../	
3	Technical Bid as per Annexure - V along with all supporting annexure, documents, photos/images etc. as mentioned in the Tender document as per given sequence	
4	Signed Notice Inviting Tender (NIT) and corrigenda thereon, if any	
5	Any other supporting/ additional document/ information	
Financial Bid (Envelope - B)		
1	Price Bid (As per the format given at Annexure - XI)	

Note: All pages of the bid documents must be serially numbered and signed.