

**PANDIT LAKHMI CHAND STATE UNIVERSITY OF
PERFORMING & VISUAL ARTS, ROHTAK**



**STANDARD BIDDING DOCUMENT FOR
PROCUREMENT, SUPPLY AND
INSTALLATION OF DRESS FORMS/BODY
FORMS FOR FASHION DESIGN LABS
IN PLCSUPVA, ROHTAK**

Name of Work:

**Procurement/Supply and Installation of Dress forms/Body forms for Fashion Design Labs at
PLCSUPVA, Rohtak.**

DNIT Amount: Rs. 8,31,560/-

Contractor

Witness

Employer

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PRESS NOTICE

PLCSUPVA, ROHTAK Notice Inviting Tender	
Name of Work:	Procurement/Supply of Dress forms/Body forms for Fashion Design Labs at PLCSUPVA, Rohtak.
Estimated Cost: Tender Fee E Service/Processing Fees	Rs. 831560/- Rs. 1000 Non -Refundable Rs. 1000 Non -Refundable
Earnest Money:	i) For Contractor/Supplier = Rs 16631.2/- ii) For L&C Society = Rs. 8315.6/-
Time limit	60 Days
Tenders to be received till: 03.00 PM on dated 10.04.2023	
<ul style="list-style-type: none">• The tenders will be received only through E-tendering For further details, please visit website https://etenders.hry.nic.in• Earnest Money as stated above will be deposited through online/Net banking or RTGS.• The agencies should quote the rate including GST, other taxes, levies& installation, labour cess etc., complete as applicable from time to time.	

Registrar
PLCSUPVA, Rohtak

DETAILED NOTICE INVITING TENDER

E-Tender is invited for below mentioned items in single stage two cover system i.e. Request for Pre-Qualification/Technical Bid (online Bid under PQQ/ Technical Envelope) and Request for Financial Bid (comprising of price bid Proposal under online available Commercial Envelope):-

Sr. no	Description of work / Items	Appx. Cost (Rs. in lacs)	EMD to be deposited by Bidder	Tender Document Fee eService Fee (Rs.)	Start Date & Time of Bid Preparation & Submission	Expiry Date & Time of Bid Preparation & Submission
1.	Procurement/Supply of Dress forms/Body forms for Fashion Design Labs at PLCSUPVA, Rohtak.	Rs. 831560/-	Rs. 16631.2/- for Contractor/ Supplier & Rs. 8315.6/- for L&C society	Rs. 1000/- for Tender Document fee & Rs.1000/- for e-Service fee	10.03.2023 at 5.0 Pm	10.04.2023 at 3.0 Pm

- The bidding document will be available on <https://etenders.hry.nic.in>
- Newly enlisted contractors/societies/suppliers/manufacturers should bring with them proof of their enlistment in appropriate class.
- The bidders would submit bid through e-tendering only on the website i.e. <https://etenders.hry.nic.in>

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 applicants 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 only of those Applicants whose PQQ/ Technical Applications meet the eligibility and qualifications requirements as per Tender document.

1. The payment for Tender Document Fee and e-Service Fee shall be made by eligible bidders online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through NET BANKING/RTGS/NEFT or OTC Please refer to ‘Online Payment Guidelines available at the Single e-Procurement portal of GoH (Govt. of Haryana) and

also 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 will be required to make online payment of (as mentioned above) towards EMD fee in due course of time. If the intended bidder fails to pay EMD fee within the stipulated time –frame, he shall not be allowed to submit this / her bid for the respective event / Tenders.

3. The interested bidders must remit the funds at least T+1 working day (Transaction day + One working Day) in advance i.e. on or before (as mentioned above); and make payment via NET BANKING/RTGS /NEFT or OTC to the beneficiary account number specified under the online generated challan. The intending bidder / Agency, thereafter, will be able to successfully verify his/her payment online, and submit bids on or before the expiry date & time of the respective events/Tenders at <https://etenders.hry.nic.in>.

The interested bidders shall have to pay mandatorily e-Service fee (under document fee – Non refundable) of Rs.1000/- (Rupee One Thousand Only) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.

The Payment for document fee/ e-Service fee can be made by eligible bidders online directly through Debit Cards & Internet Banking.

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	10.03.2023 at 05:00 PM	10.04.2023 at (03:00 P. M)
2	Technical Bid Opening		11.04.2023 at 10:00 A. M	
3	Financial Bid Opening		To be announced later	

*** Hard copy of the Technical Documents may be submitted at the office of the Registrar before the Technical Bid Opening.**

Important Note:

1. The Applicants/bidders have to complete 'Application / Bid Preparation & Submission' stage at the scheduled time as mentioned above. If any Applicant / bidder fails to complete his / her aforesaid stage with in the stipulated online time schedule for this stage, his / her Application/bid status will be considered as 'Applications / bids not submitted'.
2. Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
3. Applicant/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. In the first instance, the online payment details of tender document fee + e-Service and EMD & PQQ/Technical Envelope shall be opened. Henceforth, financial bid quoted against each of the item by the shortlisted bidder/ Agency, wherever required, shall be opened online in the presence of such bidders/ Agency who either themselves or through their representatives choose to be present. The bidder can submit online their bids as per the dates mentioned in the schedule/Key Dates above.

The bids shall be submitted online in two separate envelopes:

Envelope 1: Technical Bid

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The bidders shall upload the required eligibility & technical documents online in the Technical Bid. (Format of Technical Bid is available at **Annexure A**)

Envelope 2: Financial Bid

The bidders shall quote the prices in price bid (Format of Commercial Bid is available at **Annexure B**)

**Registrar
PLCSUPVA, Rohtak**

ELIGIBILITY CONDITIONS

1. The bidder should have supplied similar items in the last three years in any Govt./Semi Govt./Private sector and in support of these will attach the documentary proofs.
2. The bidder shall provide all relevant records required i.e., Income Tax Return Certificates/ PAN, Commercial Tax Clearance/ GST and other taxes, whichever are, applicable.
3. The bidder should submit last three consecutive financial years 19-20, 20-21, 21-22 I.T.R..
4. The bidder should not have been blacklisted by any Govt./Semi Govt. organization in the last five years. A Notary -attested affidavit regarding “not blacklisted” is required.
5. All duties, taxes and other levies including the transportation expenses are payable by the supplier/Agencies/ company/ service provider/ solution providers and shall be included in the quoted price.
6. The bidder is advised to attach any additional information, which he thinks necessary with regard to his capabilities to establish that the bidder is capable, in all respects, to successfully supply the items/ complete the envisaged work. He is, however, advised not to attach superfluous information. No further information will be entertained after tender document is submitted.
7. Also, a signed copy of all the pages by the authorized signatory of the uploaded DNIT
8. Even though a bidder may satisfy the qualifying criteria, it is liable to be disqualified if it has record of poor performance or not able to understand the scope of work or has been black listed earlier by any University Government or Semi-Govt. organization in any earlier projects.

GENERAL TERM & CONDITIONS

1. General

- (i) PLCSUPVA can cancel the whole tender process at any stage without assigning any reason.
- (ii) PLCSUPVA has all the rights to cancel the contract agreement at any stage if the services of the concerned agency is not found satisfactory.
- (iii) Validity of bids should be 120 days from the opening of the technical bid.
- (iv) The University reserves the right to accept or reject or negotiate any of the tender or conditions/items without assigning any reason.
- (v) Acceptance of tender will be intimated to the successful tenderer through a letter of intent (LOI) / supply order duly signed by the authorized signatory of the institution.
- (vi) The tenderer is advised to keep watching the University Web site for any change in the NIT/DNIT till the last date/revised last date of the sale of tender and incorporate any change in NIT/DNIT and the tender bids.
- (vii) DNIT & prequalification criteria can be seen on any working day during office hours in the office of the undersigned.
- (viii) The University can ask for any clarifications & documents at any stage of the procurement, depending upon the circumstances to ascertain quality of material used in manufacturing of items.
- (ix) All the documents attached with the technical bid should be properly tagged, numbered, signed and stamped by the competent authority.
- (x) In case the day of opening of tenders happens to be holiday, the tenders will be opened on the next working day. The time and place of receipt of tenders and other conditions will remain unchanged. Also, in case the last day to accept the tender happens to be holiday, validity to accept tender will be the next working day
- (xi) The bid for the work shall remain open for acceptance during the bid validity period to be reckoned from the last date of submission of the tender. If any bidder/tenderer withdraws his bid/tender before the said period or makes any modifications in the terms and conditions of the bid, during the fixed validity period, the earnest money shall stand forfeited.
- (xii) Any work, here tendered, may be withdrawn from further processing at any stage at the discretion of the competent authority without assigning any reason.
- (xiii) The Registrar is competent to increase/decrease the quantity of work. In case of decrease of quantity, the contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from

the execution of the work in full.

- (xiv) The society shall produce an attested copy of the resolution of the Co-operative department for the issuance of tenders.

2. Rejection of Bids

- (i) The PLCSUPVA, Rohtak, reserves the right to reject any tender or all the tenders without assigning any reason.
- (ii) Tender without EMD & Tender Fee will be summarily rejected.
- (iii) Conditional tenders will not be entertained & are liable to be rejected.
- (iv) Tenders not on the prescribed Performa (attached), without requisite details, EMD and Processing Fee and received after the closing date/ time of tenders and tenders with any rider will be summarily rejected.
- (v) Canvassing in any form will be viewed seriously and if any tenderer is found to be resorting to such practices, the tender of such bidder will be rejected.
- (vi) The tender of the bidder, who does not satisfy the qualification criteria in the bid documents, is liable to be rejected summarily without assigning any reason and no claim, whatsoever on this account will be entertained.
- (vii) If any bidder give a wrong information, in his/her bid, the University reserves the right to reject such, bid at any stage and forfeit the Earnest Money Deposit / Performance Bank Guarantee and cancel the order, if awarded.
- (viii) Incomplete bids are liable to be rejected.
- (ix) If the technical offer contains any price information the offer will be summarily rejected.
- (x) Unsigned tenders/bids, unattested corrections and over writing by bidders are also liable for rejection. The schedule for accepting the tenders shall be strictly followed.
- (xi) Bids submitted without supporting documents, as mentioned, are liable to be rejected.
- (xii) The tenderers must confirm in their bid acceptance in full the terms and conditions in this inquiry. Any non-acceptance or deviations from the terms and conditions must be clearly brought out. However, tenderers must note carefully that any conditional offer or any deviation from the terms and conditions of this inquiry may render the quotation liable for rejection.
- (xiii) Each page of the tender document, including all annexures duly stamped and signed by the bidder, must be submitted along with the tender bid and tender should be page-numbered.

3. Earnest Money Deposit (EMD)

- a) The EMD/performance security shall be forfeited in case: -
 - (i) The Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
 - (ii) The bidder, having been notified of the acceptance of his tender by the Buyer, during the period of its validity,
 - (iii) The Bidder fails to furnish the Performance Security for the due performance of the contract.
 - (iv) The Bidder fails to sign the agreement.
 - (v) Fails or refuses to execute the contract.
 - (vi) Fails to respond to queries by the PLCSUPVA.
 - (vii) The Performance Security will be refunded/ returned to the agency, without any interest after the expiry of the contract period.
- b) In any case, if the tenders are not opened due to any reason, the EMD shall be returned to all bidders.
- c) The EMD of unsuccessful bidders shall be returned without interest after award of the contract to the successful bidder. The EMD stands forfeited in case the bidder withdraws his bid after submission of tender document.

4. Price / Taxes

- a) The rates quoted by the bidder shall be complete for supply & Testing & Commissioning and Installation in all respects and shall be inclusive of all applicable taxes, duty(ies) loading, unloading, packing, transportation charges from works to PLCSUPVA, installation etc. and nothing extra/additional shall be payable on these rates.
- b) Prices stated in this tender are fixed and shall remain fixed until required deliveries have been completed or unless otherwise expressly agreed to in writing by both the parties. The vendor agrees that any price reduction made with respect to material covered by this order, subsequent to placement, will be applied to the order. All prices specified herein include all charges, including inspection, packaging and One year warranty. Prices set forth shall be inclusive of applicable taxes.

5. Acknowledgement and Acceptance of agreement

This agreement constitutes an offer from the University and is expressly limited to the Terms and Conditions contained herein. The Terms and Conditions of the agreement are those that apply to the purchase of materials, items, products, components or services (hereinafter referred to as "Material"). All exhibits, attachments, technical specifications,

drawings, notes, instructions, or information referred in the agreement are incorporated herein for reference.

6. The Vendor as an Independent Contractor

The Vendor shall perform the obligations of this order as an independent contractor and under no circumstances shall it be considered an agent or employee of the University. The terms and conditions of this order shall not, in any way, be construed as to create a partnership or any other kind of joint undertaking or venture between the parties hereto. The Vendor expressly waives any and all rights which may or may not exist to claim any relief under the University's comprehensive insurance policy, workers compensation or unemployment benefits.

7. Delivery

The equipment should be delivered at Pt. Lakhmi Chand State University of Performing & Visual Arts, Rohtak and within a time period of 45 days from the date of supply order and complete installation within 15 days after the date of arrival. If any material is not delivered by the date specified therein, the University reserves the right, without liability, to cancel the order for undelivered material not yet shipped or tendered, and to purchase the same from another vendor and to charge the defaulting Vendor for any loss incurred in this transaction. Any provisions thereof for delivery by installment shall not be construed as obligatory unless agreed upon by both the parties. If the vendor is unable to complete performance at the time specified for delivery, by reason of strikes, labour disputes, riot, war, fire or other causes beyond the Vendor's reasonable control, the University at its option, may elect to take delivery of material and to pay such proportion of the contract price as deemed reasonable by the University.

8. Performance Security

On receipt of notification of award from the University, the successful Bidder shall furnish the performance security at five per cent of the cost of the material ordered in the form of Bank Guarantee or FDR from any Nationalized Bank in favour of The Pt. Lakhmi Chand State University of Performing & Visual Arts, Rohtak, which shall be valid for 60 days from the date of issue of supply order. Failure of the successful bidder in this respect shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the University may make the award to the next lowest evaluated bidder on the same rate or call for new bids.

9. Reproduction of Documentation

The University shall have the right at no additional charge to use or incorporate all or portions of material found in the Vendor's literature and/or reproduce the Vendor's

applicable literature such as operating and maintenance manuals, technical publications, prints, drawings, training manuals and other similar supporting documentation and sales literature. The Vendor agrees to advise the University of any Updated Information related to the foregoing literature and documentation with timely written notice.

10. Shipping, Packaging and Labeling

All Material purchased hereunder must be packed and packaged to ensure its safe delivery in accordance with good commercial practices and where incorporated. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit, including the final destination.

The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in the contract and in any subsequent instructions ordered by the Purchaser.

It is the sole responsibility of the vendor to provide/replace the item/goods, if it is lost or broken during the shipping or transportation due to whatever reasons.

The vendor will responsible be to ensure, by contacting the University, that the shipping has been properly done i.e., all the items/goods have properly reached the University.

11. Changes / Amendments

At any time prior to the deadline for submission of tender, the Purchaser may amend the tender documents by issuing Addenda/Corrigendum. The University shall have the right at any time, by written notice, in the form of an amendment order, to make any changes, if it deems necessary, including, but not limited to changes in specifications, design, delivery, testing methods, packing or destination. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by the Vendor for adjustment under this clause shall be deemed waived of unless asserted in writing within ten

(10) days from the receipt by the Vendor of notice of change (amendment order). Price increase, extension of time for delivery and change in quantity shall not be binding on the

University unless sufficiently justified by vendor and accepted by the University in the form of amendment/ modified Order issued and signed by the University.

12. Inspection and Acceptance

- (i) PLCSUPVA will not compromise with the quality/sub-standard material. At any stage, if it is found that the supplier has supplied inferior quality different Payment shall be made for such items after reasonable deduction(s)/ rejection of the lot and may reshot in forfeiture of Performance Security, as it may deem fit, in the circumstances & decided by the University.
- (ii) Material procured from vendor shall be inspected and tested by the University or its designee at vendor's cost. If deemed necessary by the University, the Vendor shall provide without charge, all reasonable facilities and assistance for such inspection and test. Any inspection records relating to Material covered by this agreement shall be made available to the University during the performance of the order.
- (iii) If any Material covered by this agreement is defective or otherwise not conforming to the requirements of this agreement, the University may, by written notice to the Vendor,
 - a. withdraw the purchase/supply order as to such non-conforming Material;
 - b. accept such material at an equitable reduction in price;
 - c. reject such non-conforming material and require the delivery of suitable replacements
 - d. If the vendor fails to deliver suitable replacements promptly, the University, with a notice of seven business days, may replace or correct such material and charge the vendor the additional cost occasioned thereby, or terminate this order for default.
 - e. No inspection (including source inspection) test, approval (including design approval) or acceptance of material shall absolve the Vendor from the responsibility for defects or other failures to meet the requirements of this order. Rights granted to the University in this article titled INSPECTION is in addition to any other rights or remedies provided elsewhere in this order or in Law.

13. Price Fall Clause:

If at any time prior to delivery of the equipment/stores, the bidder/supplier reduces the sale price of such equipment stores as covered under this tender enquiry, to any organization (including Central/State/Deemed University) at price lower than the price quoted under this contract, he shall forthwith reduce the price payable under this tender for the equipment/stores being supplied after the date of coming into force of such reduction, the price of equipment/stores shall stand correspondingly reduced.

14. Selection of the Bidder:

For the purpose of selection of the bidder, a two-stage bidding process will be followed. The response to the tender should be submitted in two parts viz. Technical Bid & Commercial Bid.

(a) Technical Bid:

Technical bid should contain information regarding the company/firm registration details, Authorization letter, Clientele list (List of Users), Performance certificate from clients, self-declaration for not being black-listed, business turnover, experience and other details of the firm to judge the suitability of the bidder. Bidder must ensure the following conditions while going in for the bidding:

- (i) Specifications: Specifications are basic essence of the product/contract. It must be ensured that the offers must be strictly as per our specifications. At the same time it must be kept in mind that merely copying our specifications in the quotation shall not make the parties eligible for consideration of the quotation. A quotation has to be supported with the printed technical leaflet/literature of the quoted model of the item by the quoting party/manufacturer and the specifications mentioned in the quotation must be reflected /supported by the printed technical leaflet/literature. Therefore, the model quoted invariably be highlighted in the leaflet/literature enclosed with the quotation.
- (ii) Non-compliance of the above shall be treated as incomplete/ambiguous and the offer can be ignored without giving an opportunity for clarification/negotiation etc. to the quoting party.
- (iii) Details of the firm & company, copy of registrations must be enclosed. In case of authorized dealers/distributor certificate in prescribed format from Original Equipment Manufacturers (OEM), the same should be enclosed for participation in the said tender.
- (iv) Authorization letter from manufacturer in case of dealer/s for the said equipment must be enclosed with the technical specifications.
- (v) OEM should be an internationally/nationally - reputed Branded Company.
- (vi) Copy of mandatory test reports, national testing/reliability and endurance test reports etc., certified or conducted at the manufacturing site, granted by the bureaus/quality control departments/national testing laboratories.
- (vii) A write up on service and maintenance capability, mitigation of risks or breakdown and replacement capability, with the escalation support matrix suggested for the University.

Vendors must indicate their sales and support service centres in India and their plan to address issues about services, maintaining minimum service inventory etc.

- (viii) Signed & Stamped compliance sheet of the technical specification of the offered equipment with technical printed literature must be enclosed with the technical bid in the prescribed format.
- (ix) Clientele list (List of the institutes/organizations, where the similar order has been executed during the last three years) and work done list. Supporting documents (couple of orders without any alteration/modification, copies of installation report) must be enclosed.
- (x) (PO) to whom such items/stores have been supplied should be mentioned in the technical bid.
- (xi) Performance Certificates from clients.
- (xii) Self-attested photocopies of annual turnover, IT clearance Certificate, Audited Balance Sheets, etc.
- (xiii) The bidder/OEM self-declaration stating that he/she has not been banned/debarred or black listed by any Central/State Govt. of India/PSU/Organizations/Institutes in India or abroad in prescribed format.
- (xiv) Tender form fee in case of website version.
- (xv) The form of the "Terms and Conditions" should be duly filled in and signed by authorized person.
- (xvi) It is only when the information about the company/Goods in quotation in technical bid is found satisfactory; the commercial part will be opened.
- (xvii) The University reserves the right to carry out a technical inspection and performance evaluation (benchmarking) of the offers, made by the shortlisted vendors. The shortlisted vendors may be asked to come and give out presentation / demonstration.

(b) Commercial/Price Bid:

- (i) Commercial bid should contain price of the material required to be supplied as per Price Schedule "A" as supplied by the University along with the Tender form, duly filled in and signed by the authorized person.
- (ii) All costs should be given in figures and words. All the Govt. levies like GST, octroi, custom duty, education cess& service tax etc., if any, should be clearly and separately mentioned for each item or component. However, all taxes will be paid at actual rates applicable at the time of delivery.

- (iii) The rates quoted should be applicable to educational institutions and any cost advantage received in lieu thereof should be passed on to the University.
- (iv) Prices shall not be subject to escalation of any nature
- (v) Prices should be FOR – Pt. Lakhmi Chand State University of Performing & Visual Arts, Rohtak, and supplier will be responsible for custom clearance, if any, for forwarding the same up to University campus. Custom Duty will be reimbursed on actual basis, after submission of the evidence in original.
- (vi) The quoting party should give a certificate to the effect that the quoted prices are the minimum and they have not quoted the same item on lesser rates than those being offered to University to Institutions or any other customer and they will not do so till the validity of offer or execution of the purchase order, whichever is later.
- (vii) The party must give details of identical or similar equipment, if any, supplied to any University department during the last three years along with the final price paid and Performance certificate from them.
- (viii) The Cost of the equipment should be inclusive of all taxes and statutory levies. Labour / installation charges, packing, insurance, freight etc. should be mentioned separately (inclusive of all taxes payable on them). Maximum educational discount for University, as could be offered, should also be mentioned.
- (ix) Financial statements with net profit, duly audited / certified by Chartered Accountant (CA) of the last three financial years along with the copies of Income Tax Returns (ITR) must be enclosed with the technical bid.
- (x) **Inspection:** The inspection of the system will be done by our technical expert in the presence of firm's representative.
- (xi) In case of receipt of the material in short supply or damaged condition, the supplier will have to arrange the supplies/ replacement of goods free of cost pending the settlement of the insurance case wherever applicable on FOR at the University or CIF basis till satisfactory installation of the system.
- (xii) **No commitment to accept lowest or any bid:** University shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. The University reserves the right to make any changes in the terms and conditions of the bid. The University will not be obliged to meet and have discussions with any vendor and or to consider any representations.

- (xiii) **Short listing of Vendors:** The University will create a shortlist of technically qualifying vendors and the financial bid of only these vendors will be opened. University reserves the right to decide whether the items being quoted are as per the requirement of the University and are of standard/leading brands in the market. University reserves the right to decide which offer best suits the requirement of the University. Further, after opening financial bids of the short listed tenders, if there is a discrepancy between words and figures, the amount indicated in words will prevail.
- (xiv) **Installation and Commissioning:** Free of cost at University. The OEM must ensure timely installation of the complete unit with necessary support to the indenters, as per details and lists to be made available by the Stores Section or the indenting Departments.
- (xv) Past Performance of the Vendors will be judged at the time of Technical Evaluation.
- (xvi) The OEM (Original Equipment Manufacturer) should be relevant ISO-9000 or ISO-14001 certified company with due credits to energy conservation and green earth compliance.
- (xvii) While the above procedures lay down the overall guidelines, Pt. Lakhmi Chand State University of Performing & Visual Arts, Rohtak reserves the right to select the vendor based on other parameters, at its discretion.

15. Liquidated damages for delayed supply:

If the delivery and commissioning is not completed within 45 days, the delivery/commissioning period may be extended by another 15 days subject to penalty of 1% (one percent) of the cost of delayed items.

16. Assignment / Subcontracting /sublet

The Vendor shall not assign the order received, any rights under this agreement or to become due hereunder neither delegated nor subcontracted /sublet any obligations or work hereunder without the prior written consent of the University.

17. Cancellations

The University reserves Right to Accept any Bid and to Reject any Or all Bids: The Purchaser also reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

The University may cancel agreement entered with vendor in whole or in part, for no cause, upon written, e-mail, or telex notice to the Vendor, effective when sent, provided

such notice is sent ten (10) days prior to the delivery date, specified on the face of this order.

The University may cancel order in whole or in part at any time for cause by written or e-mail notice to the Vendor, effective when sent, in the event that the Vendor:

- (i) fails to comply with any term or condition of this order including, but not limited to, delivery terms; or
- (ii) appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets; or
- (iii) files a voluntary petition in bankruptcy; or
- (iv) has had filed against it an involuntary petition in bankruptcy which remains in effect for thirty (30) days; or
- (v) voluntarily ceases trading; or
- (vi) merges with or is acquired by a third party; or
- (vii) Assigns any of its rights or obligations under the Order to a third party without the University's prior written consent.

Upon the occasion of any one of the aforesaid and in addition to any remedies which the University may have in Law or in Equity, the University may also cancel this order or any outstanding deliveries hereunder by notifying the Vendor in writing of such cancellation and the Vendor shall thereupon transfer title and deliver to the University such work in progress or completed material as may be requested by the University. The University shall have no liability towards the Vendor beyond payment of any balance owing for Material purchased hereunder and delivered to and accepted by the University prior to the Vendor's receipt of the notice of termination, and for work in progress requested for delivery to the University.

18. Warranty

- (i) A vendor shall have to give a three year onsite comprehensive warranty with the statement of availability of spares for at least 5 years from the date of the installation of Goods equipment against any manufacturing defects and also give the warranty declaration that everything to be supplied hereunder shall be free from all defects and faults in material, workmanship, transportation hazards, and shall be of the highest quality and material of the type ordered, shall be in full conformity with the specifications. During the warranty period, replacement of any part of equipment or rectification of defects of works will be free of cost.

- (ii) Any deviation in the material and the specifications from the accepted terms may make a bid liable to be rejected and the bidders need to supply all the equipment goods in the specified form to the satisfaction / specifications specified in the order / contract and demonstrate at their own cost. The payments shall be made only after receiving the material in the required specifications and quality to the satisfaction of the University authorities.
- (iii) The Vendor shall warrant that any material supplied hereunder shall conform to the generally recognized manufacturing and safety standards of the Vendor's industry as per Indian Standard Institution (ISI) or of similar standard. The Vendor will warrant specifications on performance as detailed in the Vendor's brochures, sales literature and other specifications as may be available to the University.

In addition to any other express or implied warranties, the Vendor will warrant that the material furnished, pursuant to this order, will be:

- (iv) If any material covered by agreement is found not to be as warranted, the University may, by written notice to the Vendor:
 - a) Reject such defective material and require the delivery of suitable replacements.
 - b) Any items corrected or furnished in replacement are subject to all the provisions of this article entitled WARRANTIES to the same extent as items initially furnished or originally ordered.
 - c) Free maintenance and service during warranty.
 - d) Regular upgrades of all softwares, if any, during the entire warranty period.
 - e) Vendor should provide a certificate that it will provide the spares in future at least for five years.
 - f) Vendor should provide insurance up to the delivery point i.e. Pt. Lakhmi Chand State University of Performing & Visual Arts, Rohtak and until the time of installation.

This warranty provision shall survive any inspection, delivery, acceptance, payment, expiration or earlier termination of this order and such warranties shall be extended to the employees, students, and users of the material. Nothing herein, however, shall limit the University's rights in law or equity for damages resulting from delivery of defective goods or damage caused during the delivery of goods or provision of services.

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

19. Consumables/spares

All hardware & software including drivers, device interface cards/network adaptor card must be pre-installed & pre-configured in the computer /equipment provided. Licensed version of system software should be provided in CD (with up-gradable version).

- (i) Manual - Hard copies and soft copies of instruction/operation/service manuals should be supplied
- (ii) List of important Consumable/ Spares and parts having sufficient shelf life for trouble - free operation of three years should also be provided.
- (iii) **Training/installation:**
 - a) Installation testing: suppliers of the instrument must provide free installation, commissioning and testing of the equipment in the laboratory.
 - b) Comprehensive training of faculty & staff after installation should be provided, wherever deemed appropriate and an update in every six months (3-4 days) for one year.
- iv) PLCSUPVA will not responsible for any loss of property, manpower, and issues related to labour and/or labour laws of the agency, involved in the Operation.
- v) Agency will strictly follow all the safety measures as per rules of the government.

20. Patent Indemnity

The Vendor shall have to indemnify, keep harmless and defend the University, its employees, and students with respect to all claims, suits, actions and proceedings of actual or alleged infringements of any Letter, Patent, Registered or Industrial Design, Trademark or Trade Name, Trade Secret, Copyright or other protected right in any country resulting from any sale, use or manufacture of any Material delivered hereunder and to pay and discharge all judgments, decrees, and awards rendered therein or by reason thereof and bear all expenses and legal fees (including the University's) associated herewith. The University reserves the right to be represented in any such action by its own counsel at its own expense.

21. Annual maintenance Contract

A separate annual maintenance contract will be executed along with contract and will be applicable after one year warranty period. On execution of the A.M.C. contract, performance security will be returned to the first party.

22. Compliance with Laws

After acceptance of tender, successful bidder shall have to comply with the requirements of all the existing laws. The Vendor shall also have to comply with the Fair Labour

Standards Act and the Occupational Safety and Health Act, and all other applicable laws, ordinances, regulations and codes in the Vendor's performance hereunder. The Vendor will have to indemnify and hold the University and its customers harmless from any loss or damage that may be sustained by the University by reason of the Vendor's failure to comply with any laws, ordinance, regulations and codes.

23. Law of the Contract

The agreement entered with vendor shall be governed by and interpreted in accordance with the laws in existence and the Jurisdiction of Haryana. All disputes shall be subjected to Rohtak jurisdiction only.

24. Site preparation

The supplier should visit the University and be satisfied with the space and inform University about the site preparation, if any, needed for installation, immediately after receipt of the supply order. Suppliers must provide complete details regarding space and all infrastructural requirements needed for the equipment which University need to arrange before the arrival of equipment to ensure its early installation and smooth operation thereafter. The supplier may offer his advice and render assistance to the University in the preparation of the site and other pre-installation requirements.

25. Arbitration Clause:

That in case of any dispute between party of first part (PLCSUPVA) and the part of other party (Agency) arising out of or in relation to the agreement, the dispute shall be referred to Hon'ble Vice Chancellor PLCSUPVA for arbitration. The award of the said Arbitrator shall be binding upon both parties. The seat of the arbitration shall be at PLCSUPVA, Rohtak.

26. Withholding of Payment:

This clause authorizes Buyer to withhold payment till the end when the seller fails in its contractual obligation. The standard text of this clause is as under:

27. Right of Acceptance of Offer.

The Buyer reserves the right to accept partly or reject any offer without assigning any reason thereof. The Buyer does not pledge itself to accept the lowest or any other tender and reserves to itself the right of acceptance of the Whole or any part of the tender or portion of the quantity. Seller shall supply the same at the rate quantity offered.

In respect of inquiries, which call for procurement of more than one item, the Buyer reserves the right to consider and accept the offer for any of the items in the enquiry reserving the right to utilize the offer for balance items at a later stage within the validity

of offer.

28. Patent Rights

The Seller shall indemnify and hold the Buyer harmless against all third-party claims of infringement of patent, trade mark or industrial design rights arising from use of the stores supplied or any part thereof.

29. Force Majeure

Should any force majeure circumstances arise, each of the contracting party shall be excused for the non-fulfillment or for the delayed fulfillment of any of its contractual obligations, if the affected party, within 14 days of its occurrence, informs in a written form the other party. Force majeure shall mean fires, floods, natural disasters or other acts such as war, turmoil, strikes, sabotage, explosions, and quarantine restriction beyond the control of either party.

30. Penalty

For Use of Undue influence: The Seller shall undertake that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees brokerage or inducement to any person in service of the Buyer, or otherwise, in procuring the Contracts or forbearing to do or for having done or borne to do any act in relation to the obtaining or execution of the Contract or any other Contract with the University for showing or forbearing to show favour or disfavor to any person in relation to the Contract or any other Contract with the University. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offence by the seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the seller and recover from the seller the amount of any loss arising from such cancellation. A decision of the buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including, but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

31. Right to Variation Clause

To take care of any change in the requirement during the period between issue of RFP and conclusion of contract, Buyer reserves the right to increase or decrease the quantity of the required deliverables by 50% without any change in the terms & conditions and prices quoted by the Seller. While concluding the contract, the quantity can be accordingly increased or decreased at the same terms and conditions.

32. Termination for Default

The PLCSUPVA may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the agency, terminate this contract in whole or in part.

- (i) If the agency fails to deliver any or all the items within the time period(s) specified in the contract, or any extension thereof granted by the PLCSUPVA.
- (ii) If the agency fails to perform any other obligations under the contract and
- (iii) If the agency, in either of the above circumstances, does not remedy its failure, within a period of 15 days (or such longer period as the PLCSUPV Amay authorize in writing) after receipt of the default notice from the PLCSUPVA.
- (iv) On a notice period of 30 days.

Note: Those terms & conditions mentioned in the tender document, which are not applicable to this tender, will not be mandatory.

Registrar,

PLCSUPVA, Rohtak

Phone- 01262-242705

E-mail: Registrar@plcsupva.ac.in

PAYMENT TERMS

1. Terms

- i. Counter conditions by the tenderers in matters concerning payment of bills shall not be acceptable.
- ii. The payment shall be in Indian Rupees and shall be paid on financial terms and conditions finally negotiated with the successful agency, without error and delays.
- iii. Invoicing / Payments / Set-Offs:
 - a. After each completion of supply/purchase order, the Vendor shall send duplicate invoices, including item numbers to the University's concerned Department.
- iv. Payment of invoice shall not constitute acceptance of Material ordered and shall be subject to appropriate adjustment, if the Vendor fails to meet the requirements of this agreement. The University shall have right at any time to set-off any amounts due to the Vendor, (or any of its associated or affiliated companies) against any amount owed by the University, with respect to this agreement.
- v. The eighty percent (80%) payment shall be released on delivery of equipment, inspection report and on certification of satisfactory installation of the equipment at the consignee's premises and after "ensuring verification of the Performance Security" five percent.
 - a. Balance twenty percent (20%) of the payment shall be released upon successful Test & run of the equipment at least for a month and after ensuring that already furnished Performance Security is valid for a period of 6 months beyond the date of completion of all contractual obligations of the bidder / supplier including comprehensive maintenance warranty obligations.
- vi. The EMD of successful tenderer will be kept till the installation of the items and no interest is payable thereon.
- vii. The successful firm shall have to submit a performance Guarantee (PG) of an amount equal to the five percent of the total ordered value to the firm in the form of Bank Guarantee or FDR issued by a nationalized bank in favour of the Registrar, PLCSUPVA, Rohtak payable at Rohtak within 15 days (fifteen days) from the date of issue of work order /Letter of Acceptance (LOA). The performance security will be refunded only after 45 days from the successful installation of the items/ execution of the work and completion of defect liability period. The performance security deposit shall be forfeited in case as any terms and conditions of the agreement etc. to be signed at the time before the release of the purchase order to the successful bidder is infringed or the bidder fails to complete the supply the order in time.
- viii. Retention money @6% of bill Amount will be deducted from each bill and same shall be

released after 3 months from the successful Installation of the equipment.

- ix. Payment shall be released on receipt of the original bills in triplicate complete in all respects.
- x. In case of non-delivery of items on stipulated time/ errors, the vendors shall also be liable to be penalized.
- xi. The agency shall be responsible for any delay / error in services and penalty @0.1% of the order may be imposed value per day.
- xii. Penalty of an amount not exceeding the total value of the project may be imposed on a vendor in case of violations of terms and conditions of agreement as decided by the university besides forfeiture of security and legal action.
- xiii. The successful bidder shall sign an agreement immediately after the acceptance of the tender for timely execution of the purchase order.
- xiv. GST & Labour cess as applicable will be deducted from the bill as per Govt. instruction as amended from time to time.

ANNEXURE A

TECHNICAL BID

The bidders shall upload the required eligibility & technical documents online in the Technical Bid

Sr. No.	Particulars	Information to be provided by the bidders Yes/No or as required	Copies of proof enclosed at Page No.
1.	Name & Address of the Supplier, Phone No. Fax/ E-mail		
2.	Permanent Account Number (PAN) of the Supplier/Firm		
3.	Goods & Service Tax No. (GSTN) of the Supplier/Firm		
4.	Registration No		
5.	Bank Account Details & IFSC code.		
6.	Three years' experience		
7.	03 years ITR		
8.	Notary attested Self- declaration affidavit for not being black listed by any Govt. Deptt.		
9.	Undertaking regarding acceptance of the All the Terms & Conditions		

Note:-

1. The agency shall quote the rate which will be valid for further 120 days.
2. The contractor shall quote the rates including all the taxes, GST & Installation charges & all other charges which will be incurred during the job completion and no extra amount will be paid on this account. The contractor who does not quote the rates, the tender of that contractor shall be rejected outrightly.
3. No material shall be supplied by the University.
4. The conditional tender and the tender in variation of the tender documents shall be outrightly rejected.
5. The contractor/agency/vendor that fulfills the requirement of the documents as per technical document sheet is eligible for purchase/filling the tender.
6. Defect liability period will be 12 months.
7. Quantity/amount can be increased or decreased with the permission of the Competent Authority.
8. In case of any duplicacy of terms and conditions mentioned in the tender document. The same will be considered in the benefit of the University.

9. Financial BID

Procurement/Supply of Dress forms/Body forms for Fashion Design Labs at PLCSUPVA, Rohtak.					
Approx. Amount: Rs. 8, 31, 560/-.....					
For Contractor/ Supplier: Rs. 16631.2/-					
For L&C Society: Rs. 8315.6/-					
Time Limit: 1 Month					
Sr. No.	Category	Description of Item	Size	Qty.	Rate to be Quoted by the Contractor/ Agency
1.	Female	Full Body (Torso) Triple layer fiber material, Collapsible shoulders and height adjustable stand/Roller coaster (Four wheel) covered with Muslin Fabric (Greige color)	8	10	
2.	Female	Half Body (Torso) Triple layer fiber material, Collapsible shoulders and height adjustable stand/Roller coaster (Four wheel) covered with Muslin Fabric (Greige color)	8	40	
3.	Female	Full Body (Torso) Triple layer fiber material, Collapsible shoulders and height adjustable stand/Roller coaster (Four wheel) covered with Muslin Fabric (Greige color)	10	5	
4.	Female	Half Body (Torso) Triple layer fiber material, Collapsible shoulders and height adjustable stand/Roller coaster (Four wheel) covered with Muslin Fabric (Greige color)	10	15	
5.	Male	Full Body (Torso) Triple layer fiber material, Collapsible shoulders and height adjustable stand/Roller coaster (Four wheel) covered with Muslin Fabric (Greige color)	38	5	
6.	Male	Full Body (Torso) Triple layer fiber material, Collapsible shoulders and height adjustable stand/Roller coaster (Four wheel) covered with Muslin Fabric (Greige color)	40	5	
7.	Male	Half Body (Torso) Triple layer fiber material, Collapsible shoulders and height adjustable stand/Roller coaster (Four wheel) covered with Muslin Fabric (Greige color)	40	10	

8	Male	Full Body (Torso) Triple layer fiber material, Collapsible shoulders and height adjustable stand/Roller coaster (Four wheel) covered with Muslin Fabric (Greige color)	42	2	
9	Male	Half Body (Torso) Triple layer fiber material, Collapsible shoulders and height adjustable stand/Roller coaster (Four wheel) covered with Muslin Fabric (Greige color)	42	3	

General Specifications-

1. Dress forms/Body forms of Triple layers of Uniform thickness Fibers.
2. Fabric cover or Muslin not to be less than 100 GSM.
3. Easy cushioning for pinning to be maintained at every part.
4. Rustproof Steel Plating on Neck and Armhole areas.
5. Full body with Hanging Stand and Half body with four wheel roller coaster Stand.
6. Supporting Stands of Good quality iron with rustproof paint.
7. Body shape of International Standards.
8. Single sizes to be in uniform dimensions.
9. Waistband ribbon stitched properly.
10. Princess lines with exact mirror Image.

Note:-

1. The contractor shall quote the rates including all the taxes, GST& Installation charges & all other charges which will be incurred during the job completion and no extra amount will be paid on this account. The contractor who does not quote the rates, the tender of that contractor shall be rejected outrightly.
2. No material shall be supplied by the University.
3. The conditional tender and the tender in variation of the tender documents shall be outrightly rejected.
4. The contractor/agency that fulfills the requirement of the documents as per technical document sheet is eligible for purchase/filling the tender.
5. The validity of tender shall be 120 days.
6. Defect liability period will be 12 months.
7. Quantity/amount can be increased or decreased with the permission of the Competent Authority. In case of any duplicacy of terms and conditions mentioned in the tender document the one, which is more beneficial to the university will be considered.