



**I.K. GUJRAL PUNJAB TECHNICAL UNIVERSITY JALANDHAR,
JALANDHAR-KAPURTHALA HIGHWAY,
KAPURTHALA, PUNJAB- 144603**

BID DOCUMENT

NATIONAL COMPETITIVE BIDDING

FOR

**SUPPLY OF DRAWING TABLES AND STOOLS FOR ENGINEERING DRAWING
LAB OF MECHANICAL ENGINEERING DEPARTMENT**

FOR

**I.K. GUJRAL PUNJAB TECHNICAL UNIVERSITY MAIN CAMPUS,
KAPURTHALA, PUNJAB**

INDEX

NOTICE INVITING TENDER.....	3
ONLINE BID SUBMISSION DOCUMENTS.....	6
TERM OF REFERENCE & DEFINITIONS.....	7
INSTRUCTIONS FOR E-TENDERING.....	9
INSTRUCTIONS TO BIDDERS.....	12
ANNEXURE-I.....	20
ANNEXURE-II.....	23
ANNEXURE III.....	24
ANNEXURE IV.....	25
ANNEXURE V.....	26
ANNEXURE-VI.....	27
ANNEXURE-VII.....	28
ANNEXURE-VIII.....	30
ANNEXURE – IX.....	32
ANNEXURE X.....	35
ANNEXURE – XI.....	36
ANNEXURE XII.....	38

CHAPTER-I

I.K. GUJRAL PUNJAB TECHNICAL UNIVERSITY JALANDHAR, JALANDHAR-KAPURTHALA HIGHWAY, KAPURTHALA, PUNJAB

NOTICE INVITING TENDER

(e-Tendering mode)

I.K. Gujral Punjab Technical University, Kapurthala (Punjab) intends to float open e-tender for the supply of following item(s), as per the details given below:

Name of work	Procurement of Drawing Tables and Stools for Engineering Drawing Lab of Mechanical Engineering Department
The Currency in which payment shall be made	Indian Rupees (INR)
Date of Publishing	10/12/2018 at 11.30.AM
Document Download Start Date	10/12/2018 at 11.30.AM
Pre Bid Meeting Date	18/12/2018 at 10.00 AM Venue: Seminar Room, Department of Mechanical Engineering, Ground Floor, CB-1, IKGPTU Main Campus, Kapurthala
Start Date for uploading of Bids	24/12/2018 at 12.30 PM
Last Date for uploading of Bids	16/01/2019 at 11.00 AM
Date of Opening of Technical Bids	23/01/2019 at 2.00 PM
Date of Opening of Financial Bids	Will be intimated later to the firms qualifying the technical bid.

Processing Fee	Processing Fee (as mentioned on the web portal) shall be paid through online mode only
Bid document Fee	Rs.1180/- Inclusive of GST Mode of payment: online (https://eproc.punjab.gov.in)
Earnest Money Deposit	As mentioned in Annexure X. Mode of payment: online (https://eproc.punjab.gov.in)
Bid Validity days	120 days (From last date of opening of tender)
Period of Supply	45 days (From date of issuance of Purchase Order)
Performance Security	10% of the total work order value of the successful bidder. Performance security is required to be submitted within 15 days from the date of issue of LOA.
Purchaser	I.K. Gujral Punjab Technical University (IKGPTU) Jalandhar-Kapurthala Highway, Kapurthala, Punjab-144603
Place of delivery	Department of Mechanical Engineering, I.K. Gujral Punjab Technical University (IKGPTU) Main Campus, Jalandhar-Kapurthala Highway, Kapurthala, Punjab-144603
Email Address	registrar@ptu.ac.in Cc to: vikas.chawla@ptu.ac.in

1. For participating in the above e-tendering process, the bidder shall have to get them registered in <https://eproc.punjab.gov.in> and get User ID and Password. Class 3 digital signature is mandatory to participate in the e-tendering process. For any clarification difficulty regarding e-tendering process, please contact **Help Desk Number** 0172-2970263, 0172-2970284 (on Government working days from 09.00 AM to 05.00 PM) or call at 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787. International Bidders are requested to prefix 91 as country code. The blank tender documents can be obtained from Punjab Government e-procurement website:-<https://eproc.punjab.gov.in>
2. All bids (both Technical and Financial) should be uploaded in the **E- procurement portal (<https://eproc.punjab.gov.in>)**. No manual bids will be accepted.
3. Bidders are advised to visit the I.K. Gujral Punjab Technical University Web site for getting themselves updated for information on this tender. Corrigendum and addendum (if any) will be

uploaded **only on E- procurement portal (<https://eproc.punjab.gov.in>) and/or** IKGPTU website (www.ptu.ac.in/Tender.aspx). Bidders are advised to visit web page and update themselves. Corrigendum/addendum are the part of tender documents and Bidders are supposed to upload the same, duly signed as per the guidelines given in the tender document.

(-----)
Registrar
IKGPTU, Kapurthala

CHAPTER-II
ONLINE BID SUBMISSION DOCUMENTS

Online Submissions:

The Online bids (complete in all respect) must be uploaded online as mentioned below: -

Technical Bid (Following documents to be provided as single PDF file)			
Sl. No.	Documents	Content	File Types
1.	Technical Bid	Technical Specification Compliance Sheet as per Annexure-I	.PDF
2.		Organization Declaration Sheet as per Annexure-II	.PDF
3.		List of organizations/clients where the same products have been supplied along with their contact number(s). (Annexure VI)	.PDF
4.		Supporting documents in support of all claims made as per tender document	.PDF
Financial Bid			
Sl. No.	TYPES	Content	
1.	Financial Bid	Price bid should be submitted only in standard Bill of Quantity (BOQ) file provided in the e-tender.	.xls

CHAPTER-III
TERM OF REFERENCE & DEFINITIONS

Supplier	“Supplier” shall mean the person, firm or corporation whom the Purchase/Supply Order is issued for Supply, Commissioning, Installation & Maintenance of Laboratory Item for Setting of I.K. Gujral Punjab Technical University Main Campus, Kapurthala (Punjab).
Authorized Signatory	The bidder’s representative (explicitly, implicitly, or through conduct) with the powers to commit the authorising organisation to a binding agreement. Also called signing officer/ authority having the Power of Attorney from the Competent authority of the respective Bidding firm.
Bid	"Bid" means the response to this document presented in Two Packets, Technical Cum Commercial Bid and Financial Bid, which are supplied with necessary documents and forms as given in Annexure, complete in all respect adhering to the instructions and spirit of this document.
Bidder	“Bidder” means any individual/proprietor/ partnership firm/ agency/ company/ responding to Request for Proposal and who makes a Bid.
Contract	“The Contract” means the agreement entered into between I.K. Gujral Punjab Technical University, Kapurthala (Punjab) and the selected bidder(s) in terms of clauses mentioned
Day	“Day” means a working day as per rules of I.K. Gujral Punjab Technical University, Kapurthala (Punjab).
IKGPTU	I.K. Gujral Punjab Technical University, Kapurthala (Punjab)
EMD	Earnest Money Deposit
D.D	Demand Draft
TC	Tender Committee
PBG	Performance Bank Guarantee
Security Deposit (SD)	Amount of the Order Value deposited by the Bidder and retained till the successful completion of the project (as long as the bidder fulfils the contractual agreement).
Services	“Services” means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract.
RFP	“ RFP ” means the Request for Proposals
Goods and Materials	“Goods and Materials” shall mean the articles, materials, item, IT Item, supplier’s/Bidder’s drawings, Data/Software and other property and all services- including design, delivery, installation, inspection and maintenance support specified or required to complete the order and incidental thereto.

Order	“Order” shall mean the Purchase/Supply Order and its attachments and exhibits.
Purchaser	“Purchaser” shall mean I.K. Gujral Punjab Technical University, Kapurthala (Punjab)
Consignee	“Consignee” shall mean I.K. Gujral Punjab Technical University Main Campus, Kapurthala, Department of Mechanical Engineering, where the items are to be supplied and commissioned.

CHAPTER- IV

INSTRUCTIONS FOR E-TENDERING

1. Instructions for Online Bid Submission:

- a) Bidders are free to bid for any item.
- b) Bid for the product to be uploaded in two parts i.e. Technical Bid and Financial Bid.
- c) Technical Bids should not contain any commercial details. Failure would result in rejection of the bid.
- d) Only authorized person should sign the tender/quotation. His name, designation and address should be given in capital letters. University may not consider the tender unless and until all the documents are properly signed by the authorized signatory.
- e) Copy of Power of Attorney for the authorized person shall be uploaded along with the bid.
- f) All the columns of the quotation form shall be duly, properly and exhaustively filled in. Quotations shall be only in figures.
- g) The quotations will be regarded as constituting an offer or offers open to acceptance in whole or in part or parts at the discretion of I.K. Gujral Punjab Technical University, Kapurthala (Punjab).
- h) The scanned copies of all the Annexures and required documents must be uploaded with the bids.

2. Minimum Criteria/ Qualifications for Bidding

Following are the minimum criteria/requirements for the bidders participating in the bidding process (Documents must be provided in support of the following otherwise University may not consider the tender)

S. No.	PQ criteria	Supporting Documents required
1	The bidder must have minimum two years' experience of supplying drawing tables/stools (as applicable). This experience will be counted from 1 st April,2014.	• Documentary proof of experience
2.	The Bidder must have supplied the Drawing Tables/ stools to Govt./PSU's/Autonomous bodies/ Govt. Institutions such as IIT's/NIT's/IIIT's/Central Universities/ State Universities during last three Financial years for which necessary supporting documents have to be enclosed.	Copies of work orders and completion certificates/ satisfactory certificate by various clients in last 3 financial years.
3	The average annual turnover of the bidder should be Rs. 14,00,000 (Rs. Fourteen Lakh only) during the last three financial years (2015-2016, 2016-2017 & 2017-2018). In this regard, the bidder should submit copies of audited Balance sheets including profit and loss accounts for the last three financial years as above. The agency should have profit for all 3 years. A registered CA's certificate indicating turnover amount for the relevant period also is accompanied.	Certificate from the Chartered Accountant and copy of audited balance sheets/P&L Accounts

Notwithstanding anything stated above, the Consignee reserves the right to assess bidder's capability and capacity to perform the contract, should circumstances warrant such an assessment in the overall interest of the I.K. Gujral Punjab Technical University, Kapurthala (Punjab).

3. Digital Signature Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Signature Certificate (DSC). Also referred to as Digital Signature Certificate (DSC), of Class 2, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration

For participating in the above e-tendering process, the bidder shall have to get them registered on <https://eproc.punjab.gov.in> and get User ID and Password. Class 2 digital signature is mandatory to participate in the e-tendering process

5. Preparation/ Submission of Bids

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents-including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can only be in PDF or xls format as required. Bid documents may be scanned with 100 dpi with black and white option.
- d) Bidder should log in to the site well in advance for bid submission and complete all formalities of registration (at least two days in advance) so that he/she upload the bid in time i.e. on or before the bid submission time.
- e) Bidder will be responsible for any delay due to any reason.

6. Instructions for Financial Bid/ BOQ

- a) Price to be quoted in the Bid of Quantity (BOQ) according to the instructions provided.
- b) The Bidder can quote for all or any of the Laboratory items/item listed in this document.
- c) The rate shall be inclusive of all taxes, octroi, transportation (as per the location), packing, loading and unloading (as designated location), Insurance etc. and nothing shall be paid extra except GST as

mentioned in BOQ.

- d) The prices quoted by the bidder shall be fixed for the quantity mentioned for the duration of the contract and shall not be subject to adjustment on any account. University reserves the right to increase/decrease the quantity.
- e) The changes displayed in the corrigendum/addendum to the bid documents, particularly with the BOQ should be applicable to the bid submission.

7. Evaluation of Bids

- a) A committee of I.K. Gujral Punjab Technical University, Kapurthala (Punjab) will evaluate the bids of all the bidders, both technically and financially.
- b) Conditional bids shall be summarily rejected.
- c) The Technical bids shall be evaluated as per the following:
 - i. Compliance to eligibility criteria: Compliance to the eligibility criteria specified in section “Minimum Eligibility Criteria/ Qualification for bidding” of this tender document. Non-compliance of ANY eligibility criteria would result in disqualification of the bid.
 - ii. Compliance to the item specifications specified in this tender: The bids found eligible according to the eligibility criteria would then be checked for compliance to the item specifications mentioned in tender document. Non-compliance of any required specification would result in disqualification of the bid.
- d) The Financial Bids of only the technically qualified bidders would be opened. The date and time of the opening of the Financial Bids are mentioned in Chapter I and if there is **any change of date and time, the same shall be uploaded on <https://eproc.punjab.gov.in> and/or on the university website www.ptu.ac.in**. No separate advertisement will be given in the newspaper. The bid shall be evaluated on the total value (inclusive of GST) of independent item wise. The bidder of the lowest commercial bid would be awarded the contract.

Note:

The Bid shall be typed in English and signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. The person(s) signing the Bids shall initial all pages of the Bids.

Where ever any document has been issued in vernacular language, its translated copy in English from the competent authority is also required to be uploaded.

CHAPTER-V INSTRUCTIONS TO BIDDERS

1. Due date

The e-tender bids have to be uploaded by the due date. The offers received after the due date and time will not be considered.

2. EMD

Details in Annexure X.

3. Fee

The tenderer should submit the cost of tender document, processing fee and EMD through online mode of payment (<https://eproc.punjab.gov.in>).

4. Refund of EMD

- a) No interest will be paid on EMD amount.
- b) The EMD will be returned to unsuccessful Tenderer only after the Tender is finalized.
- c) Earnest money will be forfeited if the bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.
- d) In Case of Successful Bidder, the EMD shall be refunded after submission of 10% Performance Security from a scheduled bank operating in India.

5. Acceptance/ Rejection of bids

I.K. Gujral Punjab Technical University, Kapurthala (Punjab) reserves the right to reject any or all offers without assigning any reason.

I.K. Gujral Punjab Technical University, Kapurthala (Punjab) based on the requirement without assigning any reason to the Bidder may split work/Scope/Bid offer in stages or in parts according to the need of work for ease of execution of work.

I.K. Gujral Punjab Technical University Main Campus, Kapurthala (Punjab) reserves right to take decision according to requirement and no claim on whatsoever ground shall be entertained from the bidder.

6. Performance Security

The successful bidder should be required to deposit Performance Security equivalent to 10% of cost of item/instrument mentioned in the supply order to I.K. Gujral Punjab Technical University, Kapurthala (Punjab) within 15 days from the date of receipt of Purchase/supply Order. The Performance Security should be issued by a nationalized/ scheduled bank in favour of "**Registrar, I.K. Gujral Punjab Technical University, Kapurthala (Punjab)**" to be valid for a period of 90 days beyond the date of completion of warranty period.

7. Risk Purchase Clause

In event of failure of supply of the item(s) within the stipulated delivery schedule, the consignee has all the right to purchase the item/item from the other source on the total risk of the supplier under risk purchase clause.

8. Packing Instructions

Each package will be marked on three sides with proper paint/ indelible ink, the following:

- a) Item Nomenclature
- b) Supply Order/Contract No
- c) Supplier's Name and Address
- d) Consignee/Purchaser details
- e) Packing list reference number

All packing should be strong enough to withstand rough handling during loading unloading and transporting. Fragile articles should be packed with special precaution and should bear the marking like Fragile, handle with care, This side up etc. All delicate surfaces of item/goods should be carefully protected and painted with protective paint/ compound and wrapped to prevent rusting and damage.

Attachments and spare parts and all small pieces should be packed with adequate protections and wherever possible should be sent along with the major items. Each item should be tagged so as to identify it with the main item and part number and reference number should be indicated.

All protection and threaded fittings should be suitably protected and covers should block the openings.

9. Unloading and Unpacking

Unless specified otherwise in the purchase order, Unloading and storage of the same at the designated place should be undertaken by the supplier. The Unpacking of the materials should also be arranged by Supplier.

10. Delivery and Documents

Delivery of the goods should be made within a **maximum of 45 days** from the date of placement of purchase/supply order. The successful bidder to provide absolute supply schedule within 7 days from the receipt of Purchase Order. Within 24 hours of dispatch, the supplier should notify the consignee and the insurance company by cable/telex/fax/e mail the full details of the shipment including contract number, railway receipt number etc. and date, description of goods, quantity, name of the consignee, invoice etc. Till the consignee/purchaser takes over/ receives the item/ items, the supplier should be responsible to keep the same in safe custody and the charges (if any) to be borne by the supplier. The supplier should mail the following documents to the consignee with a copy to the insurance company:

- a) 4 Copies of the Supplier invoice showing contract number, goods 'description, quantity unit price, total amount;
- b) Acknowledgment of receipt of goods from the consignee(s) by the transporter;
- c) Insurance Certificate if applicable;
- d) Manufacturer's/Supplier's warranty certificate if applicable;
- e) Inspection Certificate issued by the nominated inspection agency, if any
- f) Supplier's factory inspection report if any; and
- g) Two copies of the packing list identifying the contents of each package.

The above documents should be received by the Consignee before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

11. Delayed delivery

If the delivery is not made within the due date for any reason, the Consignee will have the right to impose penalty @ 1% per week and the maximum deduction is 10% of the contract value / price. Once the maximum is reached, I.K. Gujral Punjab Technical University, Kapurthala (Punjab) has the right to terminate the contract/ cancellation of purchase order without any liability to cancellation charges and encash the submitted performance security.

12. Prices

- a) Prices should be inclusive of charges for delivery of item at the sites specified in the scope of work section of this tender document, and are to be quoted in Indian Rupees only.
- b) The prices should be inclusive of current GST, freight, insurance, etc. Further if there is any change in the GST by Govt. of India then the same shall be applicable on presentation of the proof. No change due to devaluation of Rupee, shall be entertained.
- c) The prices must be quoted in the standard Performa (BOQ) given in Financial Bid failing which the Bid would be treated as unresponsive.

13. Progress of Supply

- a) Wherever applicable, supplier should regularly intimate progress of supply, in writing, to the consignee as under:
 - b) Quantity offered for inspection and date;
 - c) Quantity accepted/rejected by inspecting agency and date;
 - d) Quantity dispatched/delivered to consignees and date;
 - e) Quantity where incidental services have been satisfactorily completed with date;
 - f) Quantity where rectification / repair / replacement effected / completed on receipt of any

- communication from consignee/Consignee with date;
- g) Date of completion of entire Contract including incidental services, if any; and
 - h) Date of receipt of entire payments under the Contract (In case of stage-wise inspection, details required should also be specified).

14. Inspection and Tests

Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

- a) After the goods are manufactured and assembled, inspection and testing of the goods should be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications attached to the purchase order. Manufacturer's test certificate with data sheet should be issued to this effect and submitted along with the delivery documents. Officer/faculty from the university may inspect the material and testing if required at vendor's premise. The location where the inspection is required to be conducted should be clearly indicated by the bidder after confirmation of the order.
- b) The acceptance test will be conducted by the Consignee/Purchaser, or other such person nominated by the Consignee/Purchaser at its option after the item is delivered at Purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble free operation and ascertaining conformity with the ordered specifications and quality. There should not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the item is expected to occur. The Supplier should maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Consignee, the successful completion of the test specified.
- c) In the event of the ordered item failing to pass the acceptance test, a period not exceeding one weeks will be given to rectify the defects and clear the acceptance test, failing which the Consignee reserve the right to get the item replaced by the Supplier at no extra cost to the Consignee.
- d) Successful conduct and conclusion of the acceptance test for the installed goods and item should also be the responsibility and at the cost of the Supplier.
- e) The time taken for pre-dispatch inspection is inclusive of the scheduled completion time of the delivery & installation of the item. Only the item certified by the Consignee/Purchaser should be dispatched to the consignee.
- f) The Supplier/manufacturer should display sample Item for verification of the item by Consignee/ purchaser before technical committee (if required)/ production of the same in bulk if required.

15. Defective Item

- a. If any of the item supplied by the Tenderer is found to be substandard, refurbished, un-merchantable or not in accordance with the description/specification or otherwise faulty, the committee will have the right to reject the item or its part. The prices of such item should be refunded by the Tenderer with 18% interest if such payments for such item have already been made.

- b. All damaged or unapproved goods should be returned at suppliers cost and risk and the incidental expenses incurred thereon should be recovered from the supplier. Defective part in item, if found before installation and/or during warranty period, should be replaced within 45 days on receipt of the intimation from this office at the cost and risk of supplier including all other charges. In case supplier fails to replace above item as per above terms & conditions, I.K. Gujral Punjab Technical University Main Campus, Kapurthala (Punjab) should consider "Banning" the supplier.

16. Right to Use Defective Goods

- a) If after delivery and acceptance the use of the goods proves to be unsatisfactory, the Consignee should have the right to continue to use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Consignee's operation.
- b) Replacement of Goods broken, damaged or short: In the event of any material or part thereof found broken or damaged or received short during transit or during installation or Commissioning or testing at site, before commissioning in service the suppliers should replace the same free of cost. However, I.K. Gujral Punjab Technical University, Kapurthala will recover amount equivalent to the cost of such damaged / broken / short supplied materials and will repay when actual replacement is given.
- c) Substitution and Wrong Supplies: Unauthorized substitution or materials delivered in error of wrong description or quality or supplied in excess quantity or rejected goods should be collected by the supplier at its own cost and risk.

- 17.** In case of any mishappening/ damage to items during the carriage of items from the origin of item to the delivery site, the supplier has to replace it with new items immediately at its own risk. Supplier will settle his claim with the insurance company as per his convenience. I.K. Gujral Punjab Technical University Main Campus will not be liable to any type of losses in any form.

18. Governing Language

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

19. Notices

- a) Any notice given by one party to the other pursuant to this contract/order should be sent to the other party in writing or FAX or e mail and confirmed in writing to the other party's address.
- b) A notice should be effective when delivered or on the notice's effective date, whichever is later.
- c) For the purpose of all notices, the following should be the address:

Registrar, I.K. Gujral Punjab Technical University, Kapurthala
Punjab- 144603
Email: registrar@ptu.ac.in

20. Taxes

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

21. Payment:

- i) 80% payment shall be made against delivery of Laboratory item in good conditions at consignee/purchaser place and to the entire satisfaction of the consignee.
- ii) 20% after one month of successful handing over of Laboratory item.

22. Termination for Default

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

- a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Consignee; or
- b) If the Supplier fails to perform any other obligation(s) under the Contract.
- c) If the Supplier, in the judgment of the Consignee has engaged in corrupt or fraudulent practices etc. in competing for or in executing the Contract.
- d) For the purpose of this Clause:
 - **“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;”
 - In the event the Consignee terminates the Contract in whole or in part, the Consignee should procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier should be liable to the Consignee for any excess costs for such similar Goods or Services. However, the Supplier should continue the performance of the Contract to the extent not terminated.

23. Disputes and Jurisdiction:

Resolution of Disputes: The dispute resolution mechanism to be applied pursuant should be as follows:

- a) In case of Dispute or difference arising between the Consignee/purchaser and a bidder/supplier relating to any matter arising out of or connected with this agreement, such disputes or difference should be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof should apply to the arbitration proceedings.
- b) The dispute should be referred to the Competent Authority, I.K. Gujral Punjab Technical University Main Campus, Kapurthala (Punjab) and if he/she is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed should be final, conclusive and binding on all parties to this order.
- c) In the case of a dispute between the consignee and a Foreign Supplier, the dispute should be settled by arbitration in accordance with provision of sub- clause (i) & (ii) above. But if this is not acceptable to the supplier then the dispute should be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.
- d) The venue of the arbitration should be the place from where the order is issued.

24. Applicable Law

The Contract should be interpreted in accordance with the laws of the Union of India. Any legal dispute arising out of any breach of contract pertaining to this tender should be settled in the court of competent jurisdiction located at Kapurthala.

25. Technical Compliancy certificate:

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

26. Award of Contract:

- a) I.K. Gujral Punjab Technical University, Kapurthala, Punjab reserves the right to accept or reject any proposal and to annul the bidding process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the Bidders. In case of annulment, all proposals submitted and specifically, proposal securities shall be promptly returned to the Bidder.
- b) I.K. Gujral Punjab Technical University, Kapurthala, Punjab has the right to review at any time prior to award of contract that the qualification criteria, as specified in tender document are still being met by the Bidder whose offer has been determined as first rank. A proposal shall be rejected if the qualification criteria, as specified in tender document are no longer met by the Bidder whose offer has been determined as first rank.

27. Negotiations:

Normally Negotiations are not allowed. However, if required, negotiations will be held at IKGPTU, Kapurthala. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate technical, financial and other terms and conclude a legally binding agreement.

28. Rates in Figures

- a) Rates Quoted by the Bidder in tender in figures shall be accurately filled.
- b) In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tender is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.

29. Acknowledgement:

It is hereby acknowledged that we have gone through all the conditions mentioned above and we agree to abide by them.

CHAPTER VI

TECHNICAL SPECIFICATION/COMPLIANCE SHEET**ENGINEERING DRAWING LAB**

S. No.	Name of item	Specifications	Quantity	Specifications (offered)	Whether comply (Yes/No)
1	Drawing Table	<ul style="list-style-type: none"> • S.S. Stand with drawing board. • Drawing board size: 820x590x12mm • 25 mm S.S. angle and S.S. flat patti to support the drawing board with 4 screws • S.S. 20 gauge tray of size 500x275x87.5mm • Nylon adjustable adjuster (For drawing with detailed specifications, refer Figure 1) 	120		
2	Stool	<ul style="list-style-type: none"> • S.S. Stool Top 18 gauge (25"x25"x3") • S.S. angle frame underneath top • Leg (32mm) S.S Square pipe • 18 mm square pipe for 4 side braising • Nylon adjustable adjuster. • Stool height 24" (For drawing with detailed specifications, refer Figure 2) 	120		

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

Signature of Bidder Name: _____

Designation: _____

Organization Name: _____

Contact No.: _____

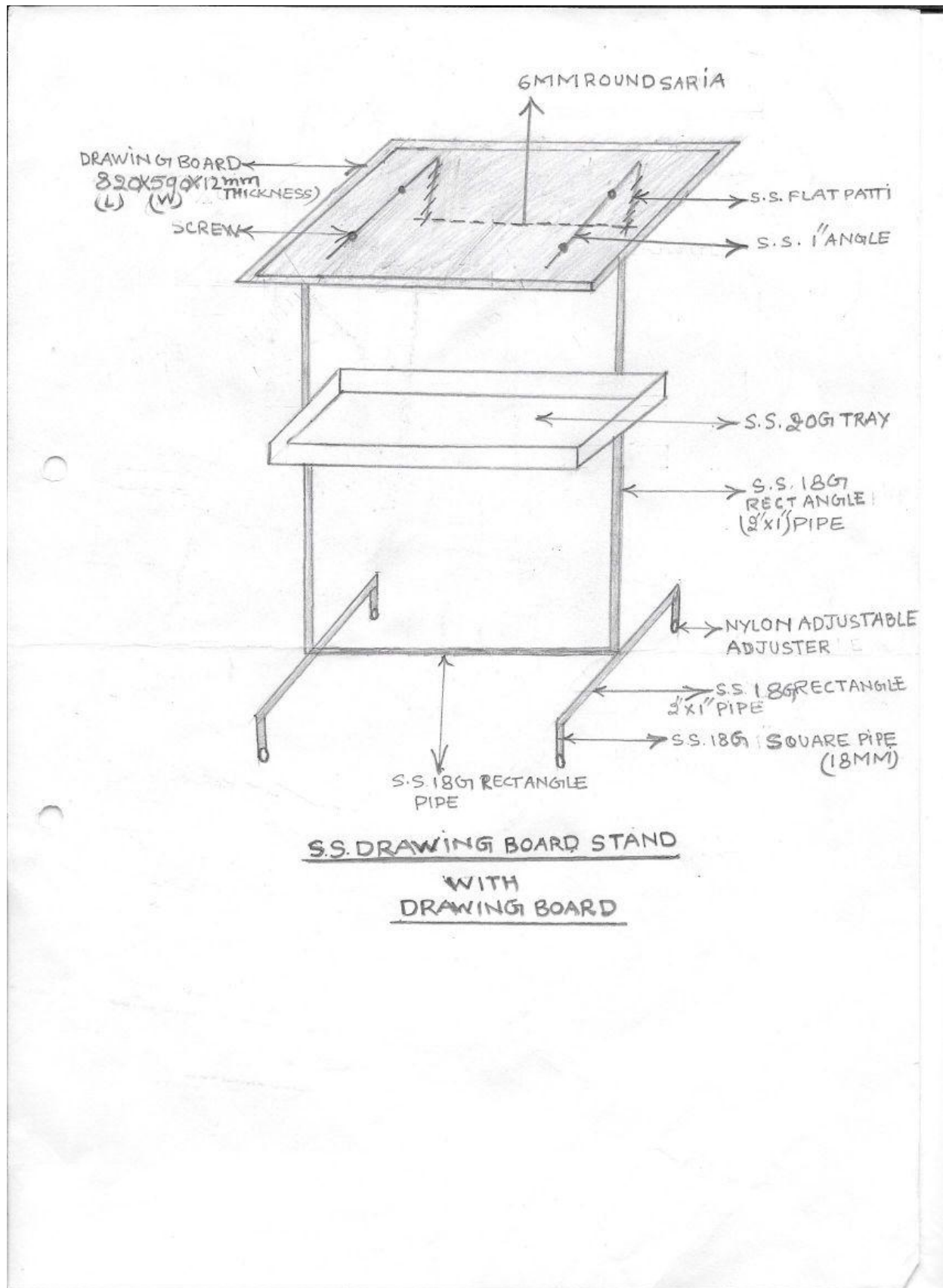


Fig.1: Drawing with detailed specifications of Drawing Table

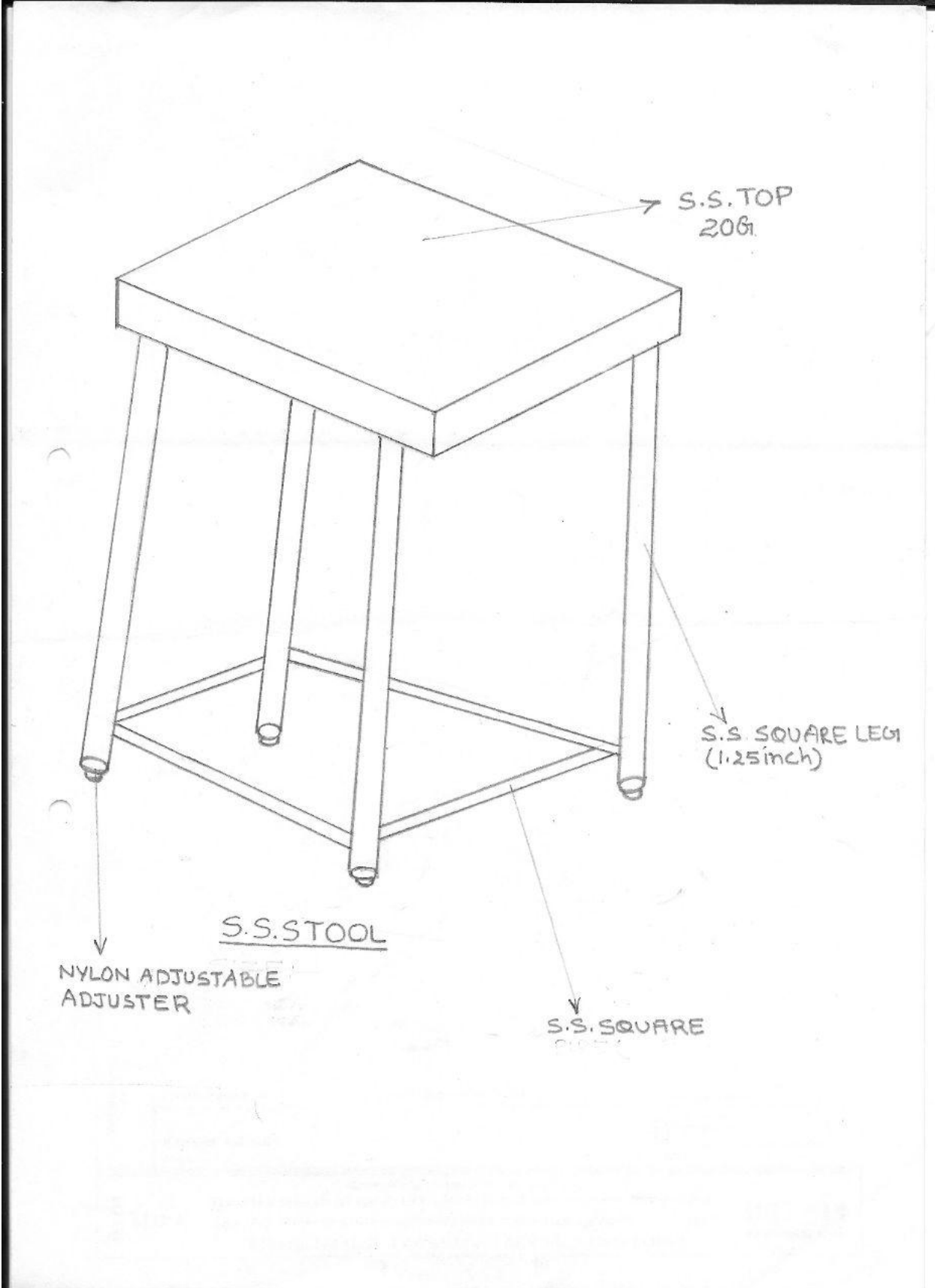


Fig.2: Drawing with detailed specifications of Stool.

ANNEXURE-II

<< Organization Letter Head >>

DECLARATION SHEET

We, _____ hereby certify that all the information and data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. We have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

The prices quoted in the financial bids are subsidized due to academic discount given to I.K. Gujral Punjab Technical University, Kapurthala, Punjab.

We, further specifically certify that our organization has not been Black Listed/ De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.	NAME & ADDRESS OF THE BIDDER
1 Phone	
2 Fax	
3 E-mail	
4 Contact Person Name	
5 Mobile Number	
6 GST Number	
7 PAN Number	
8 UTR No. (For Tender Fee)	
9 UTR No. (For EMD)	
10 Kindly provide bank details of the bidder in the following format: a) Name of the Bank	
b) Account Number	
c) Kindly attach scanned copy of one Cheque book page to enable us to return the EMD to unsuccessful bidder	

(Signature of the Tenderer)

Name: _____

Seal of the Company

ANNEXURE III

LETTER OF UNDERTAKING
(ON THE LETTER HEAD OF THE BIDDER)

To

Registrar
I.K. Gujral Punjab Technical University,
Kapurthala
Punjab- 144603
India

Sir,

SUBJECT- Supply of Drawing Table/Stool Laboratory Item of Mechanical Engineering at
I.K. Gujral Punjab Technical University Main Campus, Kapurthala (Punjab)

This bears reference to I.K. Gujral Punjab Technical University, Kapurthala (Punjab) Bid No. Dated DD.MM.YYYY. We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid Document.

We hereby certify that no terms and conditions have been stipulated by us in the Financial Bid.

We warrant that the services do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall not prevent I.K. Gujral Punjab Technical University, Kapurthala (Punjab) from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of any of the terms & conditions of bid document and contract.

The above document is executed on / /2018 at (place)_____and we accept that if anything out of the information provided by us is found wrong/false/incorrect, our bid/ work order shall be liable for rejection.

Thanking you,

Yours faithfully,

Name of the Bidder_____

Date:

Authorized Signatory_____

Seal of the Organization_____

ANNEXURE IV

UNDERTAKING

This is to confirm that we M/s _____ (give full address) have not been declared neither **failed to perform on any Agreement, nor have been expelled from any project or Agreement nor any Agreement terminated** for breach by the us (Agency) in any of the government department and public sector undertaking /enterprise or by any other Client in India, in last five year before release of advertisement.

If the above information found false at any stage after the placement of Work Order / Agreement, I.K. Gujral Punjab Technical University, Kapurthala (Punjab) will have full right to cancel the Contact and forfeit the Performance Guarantee. All the direct and indirect cost related to the cancellation of the order will be borne by us besides any legal action by I.K. Gujral Punjab Technical University, Kapurthala (Punjab) which shall be deemed fit at that point of time.

Authorized Signatory

Note: The undertaking regarding the non-blacklisting of firm is to be submitted on a non-judicial stamp paper of Rs. 100/- (Rupees Hundred only).

ANNEXURE V**Annual Average Turn Over:-**

Sl. No.	Financial Year	Annual Turn over
1.	2015-16	
2.	2016-17	
3.	2017-18	

Note: Certificate from Statutory Auditor/ Chartered Accountant certifying balance sheet only for all three years to be attached.

Signature with Seal of the Chartered Accountant

Signature with Seal of the Bidder

List of Order executed for Govt. Organization/ Department/ University During Last Three Financial Years

List of Govt./PSU's/Autonomous bodies/ Govt. Institutions such as IIT's/NIT's/IIT's/Central Universities/ State Universities for whom the Bidder has undertaken such work during last three financial years (must be supported with work orders)			
Name of the organization	Year of Procurement	Total Value	Name of Contact Person and other details

Signature of Bidder

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____

POWER OF ATTORNEY

Know all men by these presents, we..... (name of firm and address of the registered office) do hereby constitute, nominate appoint and authorize Mr./Ms.....son/daughter/wife of and presently residing at....., who is presently employed with /retained by us and holding position of.....as our true and lawful attorney

(hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things are as necessary or required in connection with or incidental to submission of our proposal for and selection as the

<project title> for the <name of the client>.....project, proposed to be developed by the

..... (the “client”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre bid and other conferences and providing information /responses to the client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the client in all matter in connection with or relating to or arising out of our Proposal for the said project /or upon award thereof to us till the entering into of the Agreement with the client.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawful done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this power and Attorney and that all acts, and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

[IN WITNESS WHEREOF WE.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2018.

For (Name and registered address of client)

(Signature, name, designation, and address)

Witness:

1. (Signature, name and address)
2. (Signature, name and address)

Notarized

Accepted

..... (Signature,

name, designation, and address of the attorney) Notes:

1. The mode of the execution of the power of Attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the applicant should submitted for verification the extract of the charter documents and other documents such as a resolution/Power of Attorney in favor of the person executing this Power of Attorney for delegation of power hereunder on behalf of the applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power and Attorney is being issued. However, the Power of Attorney provided by the applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy it is carries a conforming Apostle certificate.

LETTER OF BID SUBMISSION

Registrar
 I.K. Gujral Punjab Technical University, Kapurthala
 Punjab,
 India- 144603

SUBJECT- Supply of Drawing Tables/Stools of Engineering Drawing Laboratory of Mechanical Engineering at I.K. Gujral Punjab Technical University Main Campus, Kapurthala (Punjab)

-Submission of Bid -

Sir,

Having examined the details given in Press Notice, Notice Inviting Bid & Bid Document for the above work, I/we hereby submit the relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed form_____and accompanying statements are true and correct to the best of my/our knowledge and belief and nothing has been concealed.
2. I/we certify that we have not changed/alterd any word/sentence or any figure in number/s or words appearing the original tender document uploaded by I.K. Gujral Punjab Technical University, Kapurthala (Punjab) on the designated web page for e-tendering. In case, if a fraudulent activity is found at any stage between tender submission to final closure of the tender/contract, my/our candidature/bid/contract shall be immediately cancelled and EMD/Performance security/ security deposit along with the due amount towards the work executed or advance shall be forfeited. I.K. Gujral Punjab Technical University, Kapurthala (Punjab) may not entertain any claim or entertain any reason for this act. I.K. Gujral Punjab Technical University, Kapurthala (Punjab) may go for the legal action against the bidder for recovering any one or all damages caused to I.K. Gujral Punjab Technical University, Kapurthala (Punjab).
3. I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
4. I/We submit the requisite **certified solvency certificate** and authorize the I.K. Gujral Punjab Technical University, Kapurthala (Punjab) to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize I.K. Gujral Punjab Technical University, Kapurthala (Punjab) to approach individuals, employers, firms and corporation to verify our competency and general reputation.
5. I/We submit the following **certificates** in support of our suitability, technical knowledge and capability for having successfully supplied the following item(s):

S.No.	Name of Item	Certificate From

6. Earnest Money Deposit amounting to Rs. ----- is submitted.

7. Cost of tender document of Rs. 1180/- is submitted. Enclosures:

Thanking you,

Yours faithfully,

Name of the Bidder_____

Authorized Signatory_____

Seal of the Organization_____

Date:

PERFORMANCE BANK GUARANTEE FORMAT

Name of the Bank: _____

To

Registrar
I.K. Gujral Punjab Technical University, Kapurthala
Punjab
India- 144603

In consideration of the Registrar, I.K. Gujral Punjab Technical University, Kapurthala (Punjab) (hereinafter called “The I.K. Gujral Punjab Technical University Main Campus, Kapurthala (Punjab) having agreed under the terms and conditions of agreement/ Contract Acceptance letter No. _____ Dt : _____ Made between _____ (Designation & address of contract signing Authority) and _____ (here in after called “the said Agency” for the work _____ (here in after called “the said agreement”) having agreed for submission of an irrevocable Bank Guarantee Bond for _____ (_____ only) as a performance security Guarantee from the Agency for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We _____ (Indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the I.K. Gujral Punjab Technical University, Kapurthala an amount not exceeding _____ (_____ only) on demand by the I.K. Gujral Punjab Technical, Kapurthala.
2. We _____ (Indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the I.K. Gujral Punjab Technical University, Kapurthala through the Registrar, I.K. Gujral Punjab Technical University, Kapurthala or _____ (Designation & Address of contract signing authority), stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the I.K. Gujral Punjab Technical University, Kapurthala by reason of any breach by the said Agency of any of the terms of conditions contained in the said agreement or by reason of the Agency failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding _____ (_____)

Only).

3. (a) We _____(indicate the name of Bank) further undertake to pay to the I.K. Gujral Punjab Technical University, Kapurthala any money so demanded notwithstanding any dispute or dispute raised by the Agency in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.
- (b) The payment so made by us under this Performance Guarantee shall be a valid discharge of our liability for payment there under and the Agency shall have no claim against us for making such payment.

4. We _____(Indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the I.K. Gujral Punjab Technical University, Kapurthala under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by _____

(Designation & Address of contract signing authority) on behalf of the I.K. Gujral Punjab Technical University, Kapurthala, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Agency and accordingly discharges this guarantee.

- 5 (a) Not withstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the I.K. Gujral Punjab Technical University, Kapurthala or until (date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the I.K. Gujral Punjab Technical University, Kapurthala within validity/ extended period of validity of guarantee from the date aforesaid.
- (b) Provided always that we _____ (indicate the name of the Bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case shall be on being called upon to do so by the I.K. Gujral Punjab Technical University, Kapurthala. If the guarantee is not renewed or the period extended on demand, we _____(indicate the name of the Bank) shall pay the I.K. Gujral Punjab Technical University, Kapurthala the full amount of guarantee on demand and without demur.

6. We _____ (indicate the name of Bank) further agree with the I.K. Gujral Punjab Technical University, Kapurthala that the I.K. Gujral Punjab Technical University, Kapurthala shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the I.K. Gujral Punjab Technical University, Kapurthala against the said Agency and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency for any bearance act or omission on the part of the I.K. Gujral Punjab Technical University, Kapurthala or any indulgence by the I.K. Gujral Punjab Technical University, Kapurthala to the said Agency for by any such matter or thing whatsoever under the law relating to sureties for the said reservation would relive us from the liability.
7. This guarantee will not be discharged by any change in the constitution of the Bank or the Agency.
8. We, _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the I.K. Gujral Punjab Technical University, Kapurthala in writing.
9. This guarantee shall be valid up to (Date of Completion plus Handholding Period). Unless extended on demand by I.K. Gujral Punjab Technical University, Kapurthala. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs..... (Rs.....only) unless a demand under this guarantee is made on us in writing on or before..... we shall be discharged from our liabilities under this guarantee thereafter.

Dated: th Day of for

(indicate the name of bank)

Signature of Banks Authorized official

Witness (Name) _____

Designation with Code No. -----

1 Full Address-----

2.

ANNEXURE X
Earnest Money Details

S. NO.	NAME OF ITEM	EARNEST MONEY (IN Rs.)
1	Drawing Table	48,000/-
2	Stool	21,000/-

CONTRACT FORM

THIS AGREEMENT made the day of 2018 between (Name of Procurement Consultant (hereinafter "the Procurement Consultant") on behalf of I.K. GUJRAL PUNJAB TECHNICAL UNIVERSITY, Kapurthala, Punjab of the one part and (Name & address of Supplier) (Hereinafter called "the Supplier") of the other part:

WHEREAS the Purchase is desirous that certain Goods and ancillary services viz. (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of (Contract Prize in words and Figures) (Hereinafter called "the Contract Price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.,
 - [a] The Price Schedule (BOQ) submitted by the Bidder; [b] The Schedule of Requirements;
 - [c] The Terms & Conditions
 - [d] The Consignee's Notification of Award/ Purchase Order
3. In consideration of the payments to be made by the Consignee to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Consignee to provide the goods and services and to remedy defects herein in conformity in all respects with the provisions of the Contract.
4. The Consignee hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contact prices or such other sum as shall become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services, which shall be supplied/ provided by the Supplier, are as under:

S. No.	Brief Description of Goods & Services	Quantity to be supplied	Unit Price	Total Price	Delivery Terms

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS where of the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said (For the Consignee) in the

presence of

Signed, Sealed and Delivered by the

said (For the Supplier) in the

presence of

FINANCIAL BID SUBMISSION FORM

To:

Registrar
I.K.Gujral Punjab Technical University, Kapurthala
Punjab -144603

Dear Sir

We, the undersigned, offer to provide “SUPPLY OF DRAWING TABLES/STOOLS OF ENGINEERING DRAWING LABORATORY OF MECHANICAL ENGINEERING DEPARTMENT in accordance with your bid document.

Our attached Financial Bid is for the amount of _____[Indicate the corresponding to the amount(s), currency(ies) {Insert amount(s) in words and figures}].

Please note that all amounts shall be the same as in Bill of Quantity (BOQ). Our Financial Bid shall be binding upon by us subject to the modifications resulting from Contract negotiations, if any, up to expiration of the validity period of the Proposal.

We remain,

Yours

sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

In the capacity of:

Address:

E-mail: