

# Limited Tender for Supply & Installation of Chairs

at

Indian Institute of Technology Jodhpur

NIT No. : IITJ/SPS/CoW/2017-18/09  
NIT Issue Date : June 24, 2017  
Last Date of Submission : July 5, 2017 by 3:00 PM



॥ त्वं ज्ञानमयो विज्ञानमयोऽसि ॥

**Indian Institute of Technology Jodhpur**  
**Old Residency Road, Ratanada, Jodhpur - 342011, Rajasthan**  
**Telefax: 0291- 2449011, email: sps@iitj.ac.in**

## Notice Inviting Tender

Indian Institute of Technology (IIT), Jodhpur, Rajasthan (hereinafter referred to as the "Institute"), an Educational Institute of National Importance, invites sealed tender(s) for "Supply and Installation of Chairs" at the Institute as per the specification given in the schedule attached with the tender as Annexure - I. The tender document can be downloaded from the Institute website at URL Link: <http://iitj.ac.in/tenders/index.php?id=equipment> or from Central Public Procurement Portal link: <http://www.eprocure.gov.in>.

Offer should be written in English and price should be written in both figures and words. The offer should be typed or written in ink pen or ball pen. Use of pencil will be ignored. All the pages of the bid shall be page numbered and all the relevant supporting documents as required must be enclosed.

Envelope of bid to be sealed and superscribed with tender number, due date of submission and addressed to:

"Officer-in-charge  
Office of Stores & Purchase  
Indian Institute of Technology Jodhpur  
Old Residency Road, Ratanada  
Jodhpur - 342011, Rajasthan"

Sealed tender should reach the Institute, latest by **July 5, 2017 by 03:00 PM**. Tender(s) received beyond the last date of submission will be rejected. No tender will be entertained by E-mail or FAX.

At any time prior to the deadline of submission of bid, Institute for any reason, whether at its own initiative or in response of a clarification requested by a prospective tenderer, modify the tender by amendment and it will be published on the website.

Bid(s) will be opened on **July 5, 2017 at 04:00 PM** in the Conference Hall, Administrative Block of the Institute in the presence of the tenderer(s) or their authorized representative(s), who are present at the scheduled date and time.

In the event of the due date of receipt and opening of the tender being declared as a holiday for the Institute, then due date of receipt / opening of the tender will be the next working day at the same time.

The tenderer are requested to read the tender document carefully and ensure to compliance with all the instructions herein. Non-compliance of the instructions contained in this document may disqualify the tenderer from the tendering exercise.

The Institute reserves the right to select certain items in single or multiple units and reject the others or all as mentioned in the schedule and to revise or alter the specifications before acceptance of any tender and accept or reject any or all tenders, wholly or partly or close the tender without assigning any reason whatsoever.

## INSTRUCTIONS TO TENDERER

### 1. **Earnest Money Deposit (EMD):**

The tenderer shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs.10,000/- (Rupees ten thousand only) which is refundable and a non-refundable tender fee for an amount of Rs.300/- (Rupees three Hundred only) by way of demand drafts only. The demand drafts shall be drawn in favour of "Director, IIT Jodhpur", Payable at Jodhpur".

The firm(s) who are registered with the National Small Industries Corporation (NSIC) / or Small Scale Industries (SSI) for the subjected goods are exempted to furnishing the EMD and tender fee. Self-attested photocopy of the valid registration certificate must be enclosed with the technical bid.

The demand drafts for earnest money deposit & tender fee must be enclosed in the envelope containing the bid. Any bid is found without the demand drafts of earnest money deposit and tender fee will be rejected. The Institute will not be liable to pay any interest on such an amount. The earnest money deposit shall be forfeited, if the tenderer withdraws its bid during the period of tender validity.

**The earnest money deposit of the tenderer, whose tender has been accepted, will be returned on the submission of the Performance Security. Earnest money deposit of the successful tenderer shall be forfeited, if it refuses or neglects to execute the order or fails to furnish the required performance security within 90 days of issue of Purchase Order.**

After the award of the contract to the successful tenderer, the earnest money deposit of the unsuccessful tenderer(s) will be refunded within 30 days.

2. **Validity:** The validity period of the offer should be clearly specified. It should be at least 90 days from the last date of submission of quotations. In case the tenderer withdraws, modifies or changes his offer during the validity period, the tender is liable to be rejected and the earnest money deposited shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.
3. **Delivery & Installation:** All the goods ordered shall be delivered within **10 (ten) days** from the date of issue of the purchase order. All the aspects of safe delivery and commissioning shall be the exclusive responsibility of the supplier. If the supplier fails to deliver and commissioning of the goods on or before the stipulated date, then a penalty at the rate of 1% per week of the total order value shall be levied subject to maximum of 10% of the total order value. The delivery of the items will have to be made. No transportation/carriage charges will be provided for the same.
4. **Extension of Delivery & Installation Period:** If the supplier is unable to complete the project / order within the stipulated time, for which the supplier is responsible, then the supplier shall request for the extension of the delivery/installation period before the expiry of delivery/installation period with valid reason for the delay which will be recommended by the Institute, and then it may be extended.  
  
In case the supplier fails to complete the order / project within the stipulated time, Institute reserves the right to cancel the contract / order and to confiscate/forfeit the performance security / EMD.
5. **Guarantee / Warranty:** Tender must be quoted with one (01) year warranty on site and it will commence from the date of the satisfactory installation / commissioning of items against the defect of any manufacturing, workmanship and poor quality of components.

6. **Tender Preparation Expenses:** All costs incurred by the tenderer in the preparation of the tender, presentation and negotiating the contract including the site visits etc. will be borne by the tenderer themselves and in no case will be reimbursable by the Institute.
7. **Rates:** Rates should be quoted on FOR destination at **IIT Jodhpur, PO: Karwar, Jodhpur-Nagaur Highway (NH 65), Tehsil: Lavera Baori Distt. Jodhpur, Rajasthan--342037 on DOOR Delivery Basis**, inclusive of all the charges (as Annexure-IV), with breakups.
8. **Tender Evaluation:** The Institute will evaluate the entire tenders, strictly on the basis of the terms & conditions incorporated in the tender enquiry document and terms, conditions etc. as stipulated by the tenderer(s) in their tender to determine whether these comply in all respects, as specified in the tender enquiry document.

During the evaluation / scrutiny of the tenders, at any stage, if it is found that any of the tenderer(s) terms and conditions are not in compliance with tender enquiry document, Institute may seek the clarification within the specified time and if the tenderer fails to reply / or do not agree / accept the terms and conditions, their tender will be treated as unresponsive and it is liable for rejection.

**Evaluation of the proposals shall be done as:**

Institute will examine all the bid(s) to determine

- whether tenderer has submitted the EMD & Tender fee with bid,
  - whether registered under government to supply steel furniture
  - whether all the documents as mentioned / or required in the tender to be submitted with bid, has submitted,
  - whether all the documents are in prescribed format and has been properly signed & stamped and whether the bid are completed and generally in order.
  - Tender(s) which are conditional tender are to be treated as unresponsive and it may be rejected.
  - The bid(s) will be evaluated on the basis of the cost of the item with its all taxes, freight, and other charges, as quoted.
  - If there is discrepancy between the unit price and total price (which is obtained by the multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly and same is to be conveyed to the tenderer with specified target time, if the tenderer does not agree with the observation of the Institute, the tender is liable to be ignored.
9. **Sample:** The L1 bidder (also qualified as per tender specifications and requirements) on the basis of quoted price, must be required to place its sample of furniture for sample display at IIT Jodhpur after evaluation of prices quoted by participated firms. Samples should be as per tender specifications.
  10. **Award of Contract:** After due evaluation of the bid(s) and the acceptance of the samples by the Institute provided by L1 firm, the Institute will award the order to the lowest evaluated responsive tenderer (hereinafter referred to as the "Supplier").

**11. Performance Security:**

After the award of work, the supplier shall be required to submit the performance security in the form of irrevocable bank guarantee in the prescribed format (Annexure-III) issued by any Nationalised/Scheduled Bank / or Fixed Deposit Receipt, for an amount equal to the 10% of

order value and it will be kept valid for a period of 60 days beyond the date of completion of warranty period. Warranty Period will be commenced from the date of the installation of the supplied item. Hence, be careful at the time of calculation of the validity date of Performance Bank Guarantee.

**12. Submission of documents:**

- i. Each Tender must accompany attested photocopy of Pan Card, Trade License, Sales Tax Clearance Certificate / VAT Registration Certificate, Service Tax Registration Certificate, and Experience Certificate on supply of steel furniture.
- ii. The bidder must submit attested photocopy of Income Tax, Sales Tax / VAT and Service Tax return of last three years.
- iii. In case of SSI unit, current SSI certificate must be deposited by the bidder along with his Tender which is issued in favour of the bidder for this type of jobs.
- iv. In case of Co-operative Society Limited, Companies etc. this type of jobs must be included in the object of their By-laws or MoA as the case may be.
- v. It must be mentioned clearly whether bidder is manufacturer/sole manufacturer/ Authorized agents for the items for which he is quoting.
- vi. **Manufacturer** must add a certificate that item(s) is manufactured by them as per range of products in favor of authorized Agent to bid / negotiate/conclude the order against this tender, must be enclosed with the bid.
- vii. **Authorized agents** must submit an authority letter from their Manufacturer/Principals on the letter head of the manufacturer/principals. The authorization letter must give/mention the purpose for which it will be allowed. The validity period of the authorization letter must be mentioned to the authority letter otherwise letter will be liable to rejection.

The bidder shall submit the self-attested copies of the above documents (other than the Bank Draft) and submit a copy of the tender document with signature on each page. Any bid not accompanied by any of such documents shall be rejected.

**13. Payment:** 100% payment of the total order value will be released against receipt of the goods and successful installation/commissioning and inspection at the Institute premises subject to submitting Performance Security Deposit. Payment will be made through RTGS / FUND TRANSFER. Following information must be clearly written in the quotation:

- (a) Name of the Firm with complete postal address
- (b) Name of the Bank with Branch where the Account exist
- (c) IFSC CODE
- (d) ACCOUNT No
- (e) PAN No
- (f) VAT/TIN No

**14. Excise/Custom Duty:** Institute is registered with DSIR, Govt. of India (Custom Duty Notification No.51/96-Custom dt: 23July, 1996 and Central Excise Duty Notification No.10/97-Central Excise dt: 1March, 1997) and is therefore, exempted from Excise Duty and partial exempted from Custom Duty (CD applicable to IIT Jodhpur is 5.15%). Exemption certificate of the same shall be issued.

**15. Incidental Services:** The supplier shall be required to perform the following services:-

- a. Installation & Commissioning, Supervision and Demonstration of the goods.
- b. Providing required jigs and tools for assembly, for the completion of the installation.
- c. Supplying required number of operation & maintenance manual for the goods.

16. **After Sales Service:** After sales service Centre should be available on 24 (hrs.) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 48 hours to ensure an uptime of minimum 95%, wherever applicable, failing which the necessary penalty measures shall be enforced.

17. **Important:** The Director may accept or reject any or all the bids in part or in full without assigning any reason and doesn't bind himself to accept the lowest bid. The Institute at its discretion may change the quantity / upgrade the criteria / drop any item, at any time before placing the Purchase Order.

18. **Force Majeure:**

Any delay due to Force Majeure will not be attributable to the bidder. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Supplier or its employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the Supplier for a period exceeding a continuous period of 7 (seven) days.

19. **Arbitration and Laws:**

In case of any dispute or difference arising out of or in connection with the tender conditions / order and Contract, the Institute and the Supplier will address the dispute / difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Institute. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Jodhpur only. The resolution of the Arbitrator shall be final and binding on both the parties.

20. **Jurisdiction:**

The courts at Jodhpur alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender / contract. It is specifically agreed that no court outside and other than Jodhpur court shall have jurisdiction in the matter.

---x---

## Annexure - I

### Detailed Specifications of Furniture(s) with Drawings

#### 1. Chairs: Qty. 224 nos.



Chair made of MS round pipe in 16 Gauge as per sketch above and sample available. Seat & back in perforated sheet 18 gauge sheet Seats & back be re-in-forced/stiffened by H shaped MS Clips (clip size 50 MM x 50 MM and 2 MM thickness).Seat back be adequately welded to main frame but not less than eight welding spots each . Arm rest be fixed with Hand rest sleted wooden Pad. Complete chair is powder coated in black color. Chair legs be stiffened by "L" shaped clips (08 Nos).

**Annexure - II**

**FORMAT FOR MANUFACTURER'S AUTHORISATION LETTER TO AGENT (on letter head)**

Ref. No.

Date:

To,  
The Director  
Indian Institute of Technology Jodhpur  
Old Residency Road, Ratanada, Jodhpur - 342011.

**Sub.: Authorization Letter.**

Dear Sir,

We, \_\_\_\_\_, who are established and reputed manufacturers of \_\_\_\_\_, having factory at \_\_\_\_\_, hereby authorize M/s. \_\_\_\_\_ (name & address of Indian distributor /agent) to bid, negotiate and conclude the order with you for the above goods manufactured by us.

We shall remain responsible for the tender / contract / agreement negotiated by the said M/s. \_\_\_\_\_, jointly and severally.

We ensure that we would also support / facilitate the M/s \_\_\_\_\_ on regular basis with technology / product updates for up-gradation / maintains / repairing / servicing of the supplied goods manufactured by us, during the warranty period.

In case duties of the Indian agent / distributor are changed or agent / distributor is changed it shall be obligatory on us to automatically transfer all the duties and obligations to the new Indian Agent failing which we will ipso-facto become liable for all acts of commission or omission on the part of new Indian Agent / distributor.

Yours faithfully,

[Name & Signature]

for and on behalf of M/s. \_\_\_\_\_ [Name of manufacturer]

**Note:** This letter of authorisation should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer. A copy of notarised power of attorney should also be furnished.



**Annexure-III**

**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY**

The Director  
Indian Institute of Technology Jodhpur,  
Jodhpur (India) 342011.

WHEREAS..... (Name and address of the Supplier) (hereinafter called "the Supplier") has undertaken, in pursuance of contract no..... dated ..... (hereinafter called "the contract") to supply .....

AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a bank guarantee by a scheduled/nationalized bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with and due performance of the contract;

AND WHEREAS we have agreed to give the Supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Supplier, up to a total of ..... (amount of the guarantee in words and figures), and we hereby irrevocably and absolutely undertake to pay you immediately, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

The Bank guarantee shall be interpreted in accordance with the laws of India. The Guarantor Bank represents that this Bank Guarantee has been established in such form and with such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

The Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank or the Supplier. The Bank further undertakes not to revoke this Guarantee during its currency except with the previous express consent of the Buyer in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for an on behalf of the Bank.

This guarantee shall be valid up to and including the ..... day of ....., 20.....

.....  
(Signature with date of the authorised officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch

**Annexure - IV**  
**FINANCIAL BID**

(To be submitted on the letterhead of the company / firm)

1. Name of the Item : **Chairs**
2. Quantity required : **224 (Two hundred twenty four) Nos.**
3. Quantity proposed to be supplied:
4. Rates quoted by the tenderer in the following table:

S N	Detailed specifications (Length,Width & Height & material used for manufacture)	Quantity	Make (Brand) model No	Price per unit	Tax including all @....%)	Price per Unit (inclusive of all taxes) (g = e + f)	Total Amount (h=c x g)	Total Amount (In Words) (h)
a.	b.	c.	d.	e.	f.	g.	h.	i.
1	Chairs	224						

5. Delivery Period: .....
6. Warranty Period: .....
7. Installation Period: .....

**N.B.:** Offer with Special condition having additional financial implication for the IITJ shall not be entertained.

Certificate: Certified that we accept all the terms and conditions of the tender documents.

**Date :**  
**Place:**

**Signature of authorized person:**  
Full name :  
Designation:  
Name of the firm:  
Contact Details:

Seal of the firm/company/agency: