

TENDER

"RATE CONTRACT FOR FURNITURE & FURNISHING ITEMS" **AT FCI ALIGARH"**

FOOD CRAFT INSTITUTE, ALIGARH (FCIA),
MINISTRY OF TOURISM, GOVT. OF UTTAR PRADESH

Registered office:

Food Craft Institute, Aligarh
Polytechnic Workshop Campus,
Aligarh Muslim University, Aligarh
Mob : 9412732708

"RATE CONTRACT FOR FURNITURE & FURNISHING ITEMS" **AT FCI ALIGARH"**

NIT No : 479/NIT/FCI/2018-19

Dated – 13/07/2018

Manual Bids are invited from reputed Manufacturers and Authorized Dealers for furniture & furnishing items at FCI, Aligarh. Terms and condition can be download from website www.foodcraftaligarh.in

Bid are invited in TWO ENVELOPE FORMAT. First envelope will contain only the technical bid and super scribed as TECHNICAL BID FOR SUPPLY OF FURNITURE & FIXTURES AS PER NIT NO. **479/NIT/FCI/2018-19**.

SECOND ENVELOPE will contain only the financial bid and will be super scribed FINANCIAL BID FOR SUPPLY OF FURNITURE & FIXTURES AS PER NIT NO. **479/NIT/FCI/2018-19**.

Tenders not submitted in correct format will be summarily rejected.

For additional information, please contact Mr. Neelendra Prasad Srivastava, Principal FCI,

**FOOD CRAFT INSTITUTE, ALIGARH
(Dept. of Tourism, Govt. of U.P.)**

NIT NO. 479/NIT/FCI/2018-19

ISSUE DATE: 13/07/217

TENDER NO: 479/NIT/FCI/01/2018-19

SCOPE: "ANNUAL RATE CONTRACT FOR SUPPLY AND INSTALLATION OF, FURNITURE & FURNISHING ITEMS"

Scope of Work	Food Craft Institute, Aligarh intends to invite sealed tender for furniture & furnishing items as per group mentioned below.
Tender Fee (Non-Refundable)	Rs. 1,000/- Submit Manual
Earnest Money Deposit	Rs 10,000 /- Submit Manual
Date of Issuing Tender	13/07/2018
Tender Purchase Last Date	04/08/2018 05:00 PM
EMD and Bid submission Last date	06/08/2018 at 05:00 PM
Date & Time of Opening	1. Technical Bid: 07/08/2018 at 10:00 AM 2. Financial Bid: 07/08/2018 at 12:00 PM
Place of submitting Tender Supply Address/Location	Principal Food Craft Institute, Aligarh Boys Poly Technic Work shop, Aligarh Muslim University Aligarh – 202002 Uttar Pradesh, India
Period of Start of Work	Immediate after release of work order.
Time limit for Work Completion	Maximum 30 days after obtaining Work order
Period of Rate Contract	12 Months from obtaining 1st work order.
Defects liability period	24 months after completion & installation of work
Penalty rate	Late Delivery 2.5% of the billing amount per month of work order value to a maximum of 10% of the work order value.
Bid Validity Duration	90 Days from the date of Opening of financial bid.

1. Introduction

Food Craft Institute, Aligarh also known as "**FCI, Aligarh**" is an Autonomous Institute jointly supported by Department of Tourism, Government of Uttar Pradesh. Registered under Society of Registration Act with District Registrar of Societies, Agra. The main building and campus is at Principal, Food Craft Institute, Aligarh, Boys Poly Technic Workshop, Aligarh Muslim University, Aligarh – 202002, Uttar Pradesh, India. The Aligarh Railway Station is 5 kms from the Institute.

2. Proposed Project

FCI, Aligarh is requesting Sealed Bids from reputed Manufacturers and Authorized Dealers furniture & furnishing items at FCI, Aligarh. Terms and condition can be download from website www.foodcraftaligarh.com . Total Project Cost approximately Rs. 5.00 Lakh (furniture & furnishing items). It can be varied by 10% as per requirement.

The Main objective of the project is to establish a Front Office Deptt. at FCI, Aligarh for imparting quality Hospitality Education to the Student who have completed their 10+2.

3. Scope of Work

Food Craft Institute, Aligarh invites sealed bids for the tender floated by FCI, Aligarh, for furniture & furnishing items, which are to be supplied and installed at the premises of the institute.

4. Period of Contract

The contract period shall be of one (1) year from the date of contract signature.

5. Qualification for bidders

5.1 - Essential Qualifications

- a) Bids are invited only from reputed manufactures and their authorized dealers.
- b) An average annual turnover of **Rs. 10 Lakhs** for last two Financial Years (FY', 2015-16, 2016-17 or 2017-18), duly signed by Chartered Accountant is mandatory.
- c) The bidder should have completed one (1) order of worth minimum Rs 4,00,000/- (Four Lakhs) or two (2) orders of worth Rs 2,50,000/- (Two Lakh Fifty Thousand) each of any Govt./Private/Educational Institute/Office/Hospitality Organisation.

"Documentary proof Purchase Order / Work Order establishing the above to be given / submitted / uploaded"

- d) Up to the last date for submitting tenders, a minimum of 02 calendar years' experience in supply of Furniture & Furnishing items to Govt. / Private / Educational Institute / Office / Hospitality Organisation is essential. Apart from this, the bidders shall submit the list of organizations to whom they have supplied the items. The bidders shall enclose copies of Work Orders / Purchase Order in support of this qualification. Please enclose any two Work Order / Purchase Order in the supply of the same (Two Years).
- e) Bidders shall enclose a copy of their valid certificate of PAN No. and GSTIN which are applicable and Income Tax return (last 02 Financial Year) /Balance Sheet with P&L A/c or any other document as required by the Institute with their tender. A copy of cancelled cheque of the bank should also be enclosed as proof of Bank details.
- f) Letter of declaration on letterhead of firm that the bidder has not been black listed by any State **Govt body/ Central Govt. Body/PSU.**

5.2 General Terms with regard to quality of materials

- a) **One Sample of the all items (unpolished) shall be provided by the successful bidder after the award of work for verification to Food Craft Institute, Aligarh (committee) and sample of all items (polished) before delivery for approval by authority. Remaining items supplied later must match such approved samples. The sample will be paid if the contract is awarded to the party or it will be returned if it is not approved by designated committee.**
- b) Organisations shall submit their tender with complete specifications and required information as per the Financial Bid. Organisations are advised to visit the site before submitting the Tender for exact specification & measurement. Submit the copy of the Terms & Conditions along with Price Bid format as issued by the institute has to be enclosed after duly signed by the bidders.
- c) Unless otherwise mentioned in the contract the latest Indian Standard Code for Material Specifications, method of work and mode of measurements shall be followed. The Bidder should have relevant standard Certificates. The payment shall be made on the basis of actual completion of work done to be submitted along with bill.
- d) The contractor shall be responsible for storing and watching his own material and protecting the work at his own cost. The contractor and his workers will be allowed to use Premise in the office hours.
- e) The quantities mentioned in schedule are provisional and likely to increase/decrease to any extent or may be omitted thus, altering the aggregate value of the contract. No claim for loss of profit/business shall be entertained on this account.
- f) Digital copy of 3-D Plan / Elevation / Catalogue / Design FURNITURE & FURNISHING ITEMS to be submitted necessarily with the Bid (pdf or image file).

- g) Conditional Bids are liable to be rejected.
- h) Regarding quality of material: Supplier will be responsible to maintain the same. The institute reserves the right to get the material analyzed from a laboratory. To verify the quality of the product samples, the contractor has to show one sample of each product without polishing or painting before the supply of final product/equipment in numbers.

5.3 Performance Guarantee

The successful bidder will have to deposit 10% amount of the value of the work order as performance Guarantee in the form of Bank Guarantee / Demand Draft in favour of Secretary/Principal FCI, Aligarh before signing of contract.

5.4 Earnest Money Deposit

- a) The EMD of disqualified bidders will be returned after 30 days from the date of finalization of the tender.
- b) No interest will be paid on the EMD.
- c) The EMD of the successful bidder will be returned within 15 Days, on signing of Contract and submission of Performance Guarantee.

6. Bidding Procedure

6.1 Instructions to Bidders

- a) Bid in two envelopes (Technical Bid & Financial Bid) are invited for Furniture & Furnishing from manufactures & their authorized dealers.
- b) Tender Fee: Rs. 1,000/- (Rs. One Thousand only) non-refundable. Complete set of tender document can be downloaded by the interested parties from website www.foodcraftaligarh.com or purchased from the FCI, Aligarh office Administration Deptt.

6.2 Prices indicated on the Price Schedule shall be entered in the following manner

- a) The bidder shall quote only one price for each item.
- b) **The bidder should quote all the items as per the list of the Tender; if any item is left unquoted the Tender of the Bidder will be summarily rejected.**
- c) The price of the goods shall be quoted in total (inclusive of all taxes, Insurance freight and other charges applicable under central and state government). Separate quote is for the information of the purchaser and any changes in the taxes shall have no effect on the price during the scheduled delivery period for each item.
- d) The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation is likely to be treated as non-responsive and rejected.
- e) The unit price quoted by the bidder shall be in sufficient detail to enable the purchaser to arrive at prices of the items offered.
- f) "DISCOUNT", if any, offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers, suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account.
- g) The price approved by the tender Committee for procurement will be inclusive of levies and taxes,

GST, packing, forwarding, freight and insurance as mentioned in clause 6.2 (c).

- h) The prices/rates quoted in total should be indicated in words as well as in figures.
- i) Adjustment of Price: In future requirements if there are any odd specification which is not mentioned in the enclosed list of Rate Schedule, **Annexure - C** price would be adjusted according to the overall dimension of the concerned Furniture & Furnishings.

6.3 Submission of Bids

Deadline for Submission of Bids

- a) Complete bids (including Technical and Financial) must be received by the Principal, Food Craft Institute, Aligarh not later than the date and time indicated.
- b) The Principal, Food Craft Institute, Aligarh may extend the deadline for submission of bids by issuing an amendment. In that case all the rights and obligations of the Food Craft Institute, Aligarh and the bidders previously subject to the original deadline will then be subject to the new deadline.

Inspection of sites

The contractor shall visit and examine the site before tender submission and satisfy himself so as to understand the nature and correct dimensions of work and facilities for obtaining material and shall obtain generally his own information on all matters affecting the execution of work. Any extra charge made in consequence of any misunderstanding or incorrect information on any of these points on the insufficient description will not be allowed. All expenses incurred by the contractors in connection with obtaining information for submitting this tender including his visit to site and efforts in compiling the tender shall be borne by the bidders as claims for reimbursement thereof shall not be entertained.

6.4 Bid Validity

The bid shall remain valid for a period of 90 Days. The Institute reserves the right to requisition the items mentioned in **Annexure - C** either in whole or in part thereof. The institute may call for the remaining items to be installed subsequently, all within the maximum time limit of 01 year. If any item for which bid has been submitted is not requisitioned for installation, no liability on the institute shall ensue in this regard.

6.5 Submission of Bids

Two Bid System: Technical Bid & Financial Bid to be submitted separately in duly sealed Envelops .

- a) **Technical Bid:** submitted in 1st Envelop, must be supported with "**Annexure-A, B, C (Signed but without price quote), D, E, G & other Documents as indicated in Annexure A / Check List**". The technical bid shall contain all documents required to demonstrate the prescribed qualifications to be uploaded / submitted Submit Manual, along with the details of items to be supplied with all required specifications.
- b) **Financial Bid:** Submitted in 2nd Envelop, Prices to be mentioned in figures. Any corrections must be duly signed. No correction will be entertained after opening the Tender. Rates are required according to the rate schedule as per "**Annexure-C**" on F.O.R destination Basis
- c) The bidder shall give the total composite price inclusive of all levies and all taxes. The basic unit price and all other components of the price need to be individually indicated against the items to be supplied under the contract as per price schedule given in **Annexure-C**. The offer shall be firm in Indian Rupees only. No foreign exchange will be made available by the purchaser.

6.6 Details of Annexure

- a) **Annexure - A:** Technical bid document for "Maintenance / new furniture and furnishings, items at FCI, Aligarh.
- b) **Annexure - B:** Declaration against Black Listed for Central / State Govt or PSU.
- c) **Annexure - C:** Rate schedule or list for best quality supply of "Maintenance / new furniture and furnishings at FCI, Aligarh" along with specifications.
- d) **Annexure - D :** Declaration Authorized Signatory.
- e) **Annexure - E :** Declaration EMD & Tender Fees Deposit.
- f) **Annexure - F :** Bank Guarantee on the letter head of the Bank.
- g) **Annexure - G:** Two Year Guarantee / Warranty on the letter hear of the Bidder.
- h) **Annexure - H:** Certificate of Completion / Installation.
- i) **Annexure - I:** Agreement Performa

6.7 Financial evaluations and comparison of substantially technical responsive bids

- a) The purchaser shall shortlist those who are eligible and have submitted substantially technical responsive bid for opening of financial bid after their successful demonstration. Successful Bidders would be called to attend opening of financial bids.
- b) Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Purchaser accordingly. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Supplier does not accept the correction of the errors, his bid shall be rejected.
- c) The evaluation and comparison of responsive bids shall be F.O.R inclusive of Levies & Taxes i.e., GST, packing, forwarding, freight and insurance etc. as indicated in the Price Schedule in **Annexure-"C"** of the Bid Document
- d) Lowest rate will be calculated on the basis of the aggregate value, which will be inclusive of all levies and taxes applicable under central and state government. (as mentioned in clause 6.2 C).
- e) Tender shall remain valid for acceptance for a period of 90 days from the notified last date of tender submission

7. Time and mode for execution

7.1 Bid Opening

- a) The Tender committee, Food Craft Institute, Aligarh will open the bids received (except those received late) in the presence of the bidder / bidder's representatives who choose to attend at the time, date and place specified. In the event of the specified date for submission of bids being declared a holiday for the Food Craft Institute, Aligarh the bids will be opened at the appointed time and location on the next working day.

- b) **The Technical bid** shall be opened first. If the documents are incomplete, the Tender Committee may, "in the interest of the participation & competition" offer reasonable time to the bidder to complete the pending documents. In this case the opening of the financial bid will be extended to the date & time as decided by the Tender Committee. The decision of the tender committee in this respect will be final & binding.
- c) In all other cases, the amount of earnest money, forms and validity shall be announced. Thereafter, the bidders' names and such other details as the Food Craft Institute, Aligarh Institute may consider appropriate, will be announced by the Principal, Food Craft Institute, Aligarh at the time of opening.
- d) At the time of the opening of the 'Financial Bid', the names of the bidders whose technical bids were found responsive will be announced. The financial bids of only those bidders will be opened who have technically qualified.
- e) The Food Craft Institute, Aligarh shall record the presence of bidders on the opening of the Technical and Financial bids.

7.2 Notification of Award and Signing of Agreement

- a) The bidder whose bid has been accepted will be notified of the award by the Food Craft Institute, Aligarh before the expiry of the Bid validity period by email, speed post or confirmed by registered letter. This letter (hereinafter and in the 'General Conditions of Contract' called the ("Letter of Acceptance - LOA") will state the sum that the Food Craft Institute, Aligarh will pay to the bidder in consideration of the execution, completion and maintenance of the supply by the bidder as prescribed by the contract hereinafter and in the contract called the "Contract Price".
- b) The notification of award will constitute the formation of the contract, subject only to the furnishing of a bank guarantee as prescribed.
- c) The agreement will incorporate all agreements between the Food Craft Institute, Aligarh and the successful bidder. It will be signed by the Principal, Food Craft Institute, Aligarh and the successful bidder after the bank guarantee in favour of FCI-Aligarh is furnished.
- d) Upon furnishing of the bank guarantee, **Security Deposit** by the successful bidder, Food Craft Institute, Aligarh will release Purchase Order / Work Order under the terms & conditions mentioned in the tender document

7.3 Award of contract: placement of order

The Purchaser shall consider placement of purchase orders / work order for commercial supplies installation & maintenance of the equipment of those bidders whose offer have been found technically and financially acceptable.

7.4 Bank guarantee

- a) Within 10 (Ten) days after receipt of the Letter of acceptance, the successful bidder shall deliver to the Food Craft Institute, Aligarh a bank guarantee of Ten (10) percent of the contract price, which shall be valid for a period of twenty four months after the completion of Defect Liability Period.
- b) The bank guarantee shall be either in the form of a Bank Guarantee or Demand Draft, in the name of the Principal, Food Craft Institute, Aligarh, from a scheduled commercial bank.
- c) If the successful bidder does not submit the bank guarantee within 10 days, the contract may be terminated and the next successful bidder will be given the contract.

7.5 Failure of L1

In case of -

- a) On refusal of, "**Acceptance Letter**" issued by Purchaser to L1.
- b) Non receipt of Valid bank guarantee within 10 (ten) days from the issue of, "**Acceptance Letter**" by L1.
- c) Failure to supply furniture & furnishings according to the specification.
- d) Upon furnishing any false / misleading information & declaration.
- e) Ethics attempted to obtain confidential information or entering in to unlawful agreement by L1.

The Authority shall have the right to offer the Tender to L2 subject to the condition as per clause 7.6

7.6 Selection of L2 - Terms & conditions

In case of rejection / Refusal / Termination of L1, the Tender will be offered to L2, but necessarily L2 has to supply, install and maintain the items on the Bid Value of L1. In no condition the rates higher than the L1 will be acceptable for offer of the Tender to L2.

In case of non-acceptance of the offer by L2, the necessary decision shall be taken by the Authority.

7.7 Finishing the Contract

- a) The bidder shall request Food Craft Institute, Aligarh to issue a certificate of completion of the Supply, and the Food Craft Institute, Aligarh will do so upon deciding the Supply of Furniture & Furnishing is as per specification of the Tender.
- b) Installation of Furniture & Furnishing is to the Satisfaction of the Tender Committee / Authorized Person
- c) All the equipments / fixture & fitting are operational to the Satisfaction of the Tender Committee / Authorized Person **(Annexure - H)**

8. Transfer of ownership and responsibility

8.1 Terms of Payment

Payment will be released only after satisfactory delivery, installation & operation of the goods and machines at our respective destination. Installation reports duly signed by authorized person of the Institute are to be attached along with the invoice for processing of payment. Receipt duly signed by authorized person to be attached along with the invoice for processing of payment in every invoice basic price & taxes should be mentioned separately.

(Annexure - H)

8.2 Warranty/Guarantee

Minimum warranty of all products/equipments would be 24 months from the date of installation, The items must be free from rusting, loose joints, termites, D-shaping, poor and substandard quality. Within warranty period minimum 04 free on spot services would be necessarily given by the supplier. The bidders must furnish a guarantee for 24 months on his/her letterhead, duly sealed and signed.

(Annexure - G)

8.3 Correction of Defects noticed during the Defect Liability Period

- a) The defects liability period will be of two years from the completion of work.
- b) Food Craft Institute, Aligarh shall give notice by e-mail / letter / fax to the bidder of any defects or repairs needed before the end of the defects liability period.

8.4 Defects or repairs which have not been corrected

- a) If the bidder has not corrected a defect pertaining to the defect liability period under as per the conditions of contract, to the satisfaction of the Food Craft Institute, Aligarh, within 7 days of the Food Craft Institute, Aligarh notice, the Principal, Food Craft Institute, Aligarh will assess the cost of having the defect corrected, and the bidder will pay this amount on correction of the defect. If the amount is not paid by bidder, it will be deducted from bank guarantee.
- b) Damaged/ Dented or Scratched products will be immediately notified to the supplier and the supplier is bound to replace the product within 10 days from the date of notification. Otherwise the product will be forfeited by the purchaser and no payment of the same will be released.

8.5 Site cleaning

All the rates quoted are inclusive of removal of rubbish/debris collected during the progress of work, rejected material and clearance of site before and after the work is completed. Contractor will arrange to remove the same immediately. If the contractor fails to remove the debris, incurred expenses shall be recovered from the contractor and he will not dispute.

8.6 Delivery Report

It is mandatory that all ordered equipments to be supplied within stipulated time period **(maximum 30 days)** on F.O.R. delivery as would be mentioned in the Purchase Order otherwise, Late Delivery @ 5% will be imposed on monthly basis for 2 months on total work order amount, after which the work order will stand cancelled, EMD and Bank guarantee will be forfeited and the work order will be issued to the next successful bidder.

9. Default

9.1 Process to be Confidential

Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a bidder to influence the tender committee and staff of Food Craft Institute, Aligarh processing of bids or award decisions may result in the rejection of his bid.

9.2 Contacting the Food Craft Institute, Aligarh

- a) Any attempt by the bidder for illegal gratification or to influence the tender committee member or any office staff of Food Craft Institute, Aligarh during bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

10. Right to withdraw tender & Right to choose most appropriate bidder

- a) The Tender committee reserves all the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders.
- b) The Tender committee reserves its right to choose the most appropriate bidder as per the terms of the contract.
- c) The Tender committee reserves its right to accept or reject any tender and quantity of items may be increased / decreased or omitted as per the requirement without any prior notice.

11. Rights of the Institute in case of default by the Contractor

11.1 Termination

Without prejudice to other rights for imposition of penalty, forfeiture of goods and security deposits etc. the Institute would have the right to terminate the contract without further notice to the contractor in case:

- a) The Contractor does not commence work within 07 days from the date of the work order; or does not complete the work and does not handover all the works with material installed to the Institute within **30 days of the work order**.
- b) The work does not meet the quality standard prescribed or the prescribed measurements.
- c) In case of failure of delivery or refusal of the Purchase Order on the basis of finalized rates under the terms and conditions mentioned in the tender document.
- d) If any breach of the terms of the Tender Document is committed by the Contractor.

11.2 Forfeiture

- a) In the event of termination or in the event of any loss suffered by the Institute, the institute would have the right to forfeit the bank guarantee for recovery of loss, penalty imposed etc, without prejudice to other forms of recovery available to the institute. In the event of forfeiture during continuation of contract or during defect liability period, the contractor shall be bound to furnish fresh bank guarantee of the same amount within 07 days of such forfeiture.
- b) If the bidder withdraws the bid after opening of technical bid during the period of bid validity.
- c) In the case of a successful bidder, if the bidder fails within the specified time limit (10 Days after the receipt of letter of acceptance) to sign the agreement and or furnish the required bank guarantee.
- d) In case the quality is found substandard after delivery or within the warranty period.
- e) In case of failure of delivery or refusal of the Purchase Order on the basis of finalized rates under the terms and conditions mentioned in the tender document, Order will be cancelled if not delivered within three weeks after time limit.
- f) In case the bidder is found in breach of any condition(s) of tender or supply order, at any stage during the course of supply / installation or warranty period, the legal action as per rules/laws, shall be initiated against the bidder and EMD/Security Deposits shall be forfeited, besides debarring and blacklisting the bidder concerned for at least three years, for further dealings with Food Craft Institute, Aligarh.

11.3 Right to Re-tender

- a) The Tender committee would also have the right to withdraw the tender proceedings at any stage without assigning reason and without making any communication in that regard and proceed for fresh tender, if warranted.
- b) In case of termination of contract as prescribed in [(a) above], the institute would have the right to issue fresh tenders immediately.

11.4 Amendment in Bidding Documents

- a) Before the deadline for submission of bids, the Food Craft Institute, Aligarh may modify the bidding documents by issuing addenda.
- b) Any addendum thus issued shall be part of the bidding document and shall be communicated in writing by E-mail or telephonically to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by fax/e-mail to Food Craft Institute, Aligarh.
- c) To give prospective bidders a reasonable time in which to take an addendum in to account in preparing their bids, the Food Craft Institute, Aligarh shall extend, as necessary, the deadline for submission of bids.

11.5 Penalty

- a) It is mandatory that all ordered Furniture / Equipments to be supplied within stipulated time period (maximum 30 days) on F.O.R. delivery as would be mentioned in the Purchase Order otherwise, L.D. @ 2.5% will be imposed on monthly basis on total work order amount for two months, after which the work order will stand cancelled, EMD and Bank guarantee will be forfeited, payment of the already supplied items will be withheld and the work order will be issued to the next successful bidder and no excuse of any kind and claim will be entertained.
- b) Without prejudice to the above, in case of any loss suffered, the institute would have the right to recover the entire amount of loss from the contractor.

11.6 Forfeiture of goods

In case of termination of contract, the Institute would have the right to forfeit the goods already installed and the works undertaken.

12. Time extension

No time extension shall be permitted under any circumstances. In case however, on a written request of the contractor, time is extended, the same shall not modify any liability of the contractor and such time extension shall not absolve the contractor of his liabilities towards penalty, loss suffered by the institute and shall not affect the rights of the institute to take action under the contract for termination, forfeiture of goods and/or bank guarantee, imposition of penalty etc.

13. Dispute Resolution

In the event of a dispute with regard to or arising out of this contract: -

- a) The contractor shall refer the matter to the Tender committee, Food Craft Institute, Aligarh within a period of 07 days from the date on which the dispute has arisen, by giving a letter in writing in this regard.
- b) In case the dispute is not resolved within 30 days from the date of communication, as above, or in case the contractor is dissatisfied with the decision of the Tender committee, then, by taking recourse to proceedings shall present the case to the Principal Secretary Tourism within a period of 60 days
- c) The language of the proceedings shall be English.

Checklist for Bid/Tender Submission

S.No.	DOCUMENTS REQUIRED	STATUS (PLEASE TICK)	ANNEXURE TITLES
1	Have you submitted the bids both technical and financial bid ?	Yes/No	"A" & "C"
2	Have you submitted Self signed letter that the bidder is not black listed by Central/State Govt. or PSU	Yes/No	"B"
3	Have you submitted the Authorized Signatory Declaration ?	Yes/No	"D"
4	Have you submitted tender fees asked for?	Yes/No	"E"
5	Have you submitted the EMD asked for?	Yes/No	"E"
6	Have you submitted Guarantee/warrantee of items on letter head duly signed and sealed	Yes/No	"G"
7	Have you submitted Total Turnover of last 02 financial year (F.Y. -2015-16, 2016-17 and or 2017-18), duly certified by Chartered Accountant?	Yes/No	
8	Have you submitted a copy of the last 02 financial year (F.Y. -2015-16, 2016-17 and or 2017-18) Audited Report of your firm?	Yes/No	
9	Have you submitted certified copy of Income Tax Return for the last Two financial years?	Yes/No	
10	Have you submitted Permanent Account Number (PAN No.) of the firm	Yes/No	
11	Have you submitted Registration No. of the Firm?	Yes/No	
12	Have you submitted minimum three (02) calendar years' experience of supply of Furniture and furnishing items in Govt. / Private / Educational Institute / Office / Hospitality Organisation (attach one work order from each of any 02 calendar year).	Yes/No	
13	Have you submitted Submit Manual proof of Manufacturing unit / Authorized Dealership / General order	Yes/No	
14	Have you submitted proof of copy of GST / Central/State sales tax (VAT) registration?	Yes/No	
15	Have you submitted existing client list for the mentioned products?	Yes/No	
16	Have you submitted product brochure/catalogue (pdf / image file)?	Yes/No	
17	Have you signed and uploaded / submitted Submit Manual the priced bid form?	Yes/No	
18	Have you submitted relevant qualification certificate for Quality / standards?	Yes/No	
20	Have you submitted, one (1) order of amount Rs 4,00,000/- (Four Lakhs) or two (2) orders of amount Rs 2,50,000/- (Two Lakh Fifty Thousand) each of any Govt. / Private / Educational Institute / Office / Hospitality Organisation [attach documentary proof]	Yes/No	

ANNEXURE – A

TECHNICAL BID DOCUMENT FOR "RATE CONTRACT FOR FURNITURE & FURNISHING ITEMS"

_ (On company letter head)

1	Bid Document Letter Reference No	479/NIT/FCI/2018-19
2	Name of Bidder / Authorised Signatory	
3	Company Name & Address:	
4	Date	

4. Detail of Documents to be Submitted

S.No.	DOCUMENTS REQUIRED	ANNEXURE TITLES	SIGNATURE
1	Have you submitted Manual the bids both technical and financial bid ?	"A" & "C"	
2	Have you submitted Self signed letter that the bidder is not black listed by Central/State Govt. or PSU	"B"	
3	Have you submitted the Authorized Signatory Declaration ?	"D"	
4	Have you submitted tender fees asked for?	"E"	
5	Have you submitted the EMD asked for?	"F"	
6	Have you submitted Guarantee/warrantee of items on letter head duly signed and sealed	"G"	
7	Have you submitted Total Turnover of last 02 financial year (F.Y. -2015-16, 2016-17 and or 2017-18), duly certified by Chartered Accountant?		
8	Have you submitted Submit Manual a copy of the last 02 financial year (2015-16, 2016-17 and or 2017-18) Audited Report of your firm?		
9	Have you submitted certified copy of Income Tax Return for the last Two financial years?		
10	Have you submitted Permanent Account Number (PAN No.) of the firm		
11	Have you submitted Registration No. of the Firm?		
12	Have you submitted minimum Two (02) calendar years' experience of supply of Furniture and furnishing items in Govt. / Private / Educational Institute / Office / Hospitality Organisation (attach one work order from each of any 03 calendar year).		
13	Have you submitted proof of Manufacturing unit / Authorized Dealership / General order		
14	Have you submitted proof of copy of GST / Central/State sales tax (VAT) registration?		

15	Have you submitted existing client list for the mentioned products?		
16	Have you submitted product brochure/catalogue (pdf / image file)?		
17	Have you signed and submitted the priced bid form?		
18	Have you submitted relevant qualification certificate for Quality / standards?		
19	Have you submitted Certificate of registration of GST / Services Tax or CPF No [attach documentary proof]		
20	Have you submitted, one (1) order of amount Rs 4,00,000/- (Four Lakhs) or two (2) orders of amount Rs 2,50,000/- (Two Lakh Fifty Thousand) each of any Govt. / Private / Educational Institute / Office / Hospitality Organisation [attach documentary proof]		

SIGNATURE	SEAL
-----------	------

Annexure - B

Declaration against being Black Listed

(On the letter head of the bidder)

We hereby declare that, we /our firm has not been "**Black Listed**" by Central / State Govt. and / or PSU.

Authorized Signatory

Seal

ANNEXURE – D

Declaration - Authorized Signatory
(On the letter head of the bidder)

I.....Son/Daughter/Wife of Shri.....
Proprietor/Principal/authorized signatory of the supplier, mentioned above, I am competent to sign this declaration and execute this tender document. I have carefully read and understood all the terms and conditions of the **NIT no 479/NIT/FCI/2018-19, dated 13/07/2018** and undertake to abide by them. The information/document furnished along with the above application is true and authentic to the best of my knowledge and belief.

I/We/are well aware of the fact that furnishing of any false information/fabricated documents would lead to rejection of my tender at any stage besides liabilities towards execution under appropriate law.

Signature of authorized person

Full name:.....

Date:

Place:

Seal



Annexure - E

Declaration Tender Fees & EMD

(On the letter head of the bidder)

We fully agree with the terms & conditions mentioned in the **Tender Document No: 479/NIT/FCI/2018-19** dated **13/07/2018**.

Enclosed Tender Fees - ref No. dated of Rs.....
...../- (Rs..... only) issued from (Name & Branch of the
Bank) ...

Enclosed EMD - ref No. dated of Rs.....
...../- (Rs..... only) issued from (Name & Branch of the
Bank) ...

Signature of authorized person

Full name:.....

Seal

Date:

Address:

.....

.....

.....



Annexure - F

BANK GUARANTEE (BANK GUARANTEE)

(on the letter head of the Bank)

To,
Food Craft Institute, Aligarh.
Polytechnic Workshop Campus,
Aligarh Muslim University, Aligarh.

Whereas _____ (name and address of bidder) (herein after called "the bidder") has undertaken. In pursuance of contract _____ No _____ Date _____ to execute _____ (name of contract and brief description of supply) (hereinafter called "the contract") and whereas we have agreed to give the bidder such a Bank Guarantee, now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the bidder, up to a total of _____ (amount of guarantee) _____ (in words) such sum being payable in Indian rupees in which the contract Price is payable, and we undertake to pay you, upon your first written demand. 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 for the sum specified there in. We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

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

This guarantee shall be valid until 60 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor

Name of Bank _____

Address _____

Date _____

*An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the contract and denominated in Indian Rupees.

Annexure - G

(On the letter head of the bidder)

Two Year Guarantee / Warranty

(On the letter head of the Bidder)

This is to certify, that we offer for 24months Guarantee / Warranty from the date of installation of all products / equipments supplied and installed for the Tender No : 479/NIT/FCI/2018-19 FCI, Aligarh.

We confirm to carry Four free on the site service.

Signature of authorized person

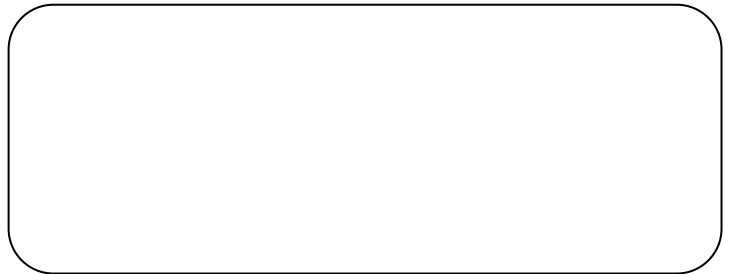
Full name:.....

Seal

Date:

Place:

.....



Annexure - H

Certificate of Completion / Installation

(On the letter head of the purchaser)

This is to certify, that the Supply and Installation of all the Furniture and Furnishings / Equipments have been satisfactorily completed. All the Furniture and Furnishings / Equipments are in working condition. Details of the work order / purchase order is as under

Scope of Work	Food Craft Institute, Aligarh intends to invite sealed tender for Supply, Installation & Maintenance of Furniture & Furnishing items.
Tender number	479/NIT/FCI/2018-19
Earnest Money Deposit	Rs.5,000 /- Submit Manual
Date of Issuing Tender	13/07/2018
Date & Time of Opening	1. Technical Bid: 07/08/2018 at 10:00 AM 2. Financial Bid: 07/08/2018 at 12:00 PM
Place of submitting Tender Supply Address/Location	To The Principal Food Craft Institute, Aligarh Polytechnic Workshop Campus, AMU, Aligarh - 202002 Uttar Pradesh. Mob 8115683331
Purchase Order No	
Value of Purchase Order	
Value of work executed	
Completion Supply Completion Installation	Yes & Satisfactory at FCI, Aligarh Institute. Yes & Satisfactory at FCI, Aligarh Institute.
Time limit for Work	30 days after obtaining Work order / Purchase Order
Period of Rate Contract	
Defects liability period	24 months after completion & installation of work.
Penalty rate in any Remark	

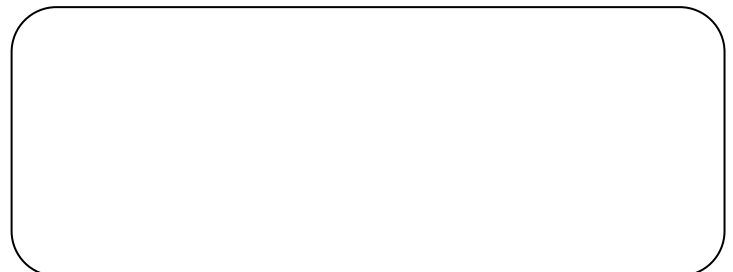
Signature of authorized person

Seal

Full name:.....

Date:

Place:



Annexure - I:

Agreement Performa (On the letter head of the bidder)

To

**The Principal
Food Craft Institute, Aligarh
Polytechnic Workshop Campus,
AMU, Aligarh**

Dear Sir,

With reference to your Tender no **479/NIT/FCI/2018-19** dated 13/07/2018 (Letter Of Acceptance - LOA) for Annual rate contract supply, Installation & Maintenance of Furniture & Furnishing items.

We are executing this agreement for proper supply, Installation & Maintenance of Furniture & Furnishing items and satisfaction working of the equipment covered under Guarantee / Warranty for 24 Months from the date of Installation and as per enclosed bid terms & conditions.

All equipment and accessories will be exactly to the specification mentioned in our tender document. The tender document shall be the part of this agreement. The Food Craft Institute, Aligarh may forfeit the EMD / Bank Guarantee, if we are found providing any false information or if we fail to supply, install or / and maintain as above, and no further communication in this respect shall be entertained.

We herewith accept all the terms & conditions of the tender and understand that the decision of the Principal / Tender Committee of Food Craft Institute, Aligarh shall be final and acceptable to us.

For: **Seal & Signature of Bidder**

For: **Principal - Food Craft Institute, Aligarh**

On 500 Rs Stamp Paper

**Agreement for Supply, Installation and Maintenance of
Furniture and furnishings at FCI, Aligarh**

**This agreement is executed on /08/2018 date, Day with
Food Craft Institute, Aligarh
Polytechnic Workshop Campus, AMU, Aligarh.
Uttar Pradesh.**

vs

Bidder Name and Address

For: Seal & Signature of Bidder

For: Principal - Food Craft Institute, Aligarh