

SHRI KRISHNA AYUSH UNIVERSITY, KURUKSHETRA

(Established by the state legislature Act no.25 of 2017)

Umri Road, Sector-8, Kurukshetra, Haryana-136118

NOTICE INVITING TENDER

Subject: Supply of all types of Office Furniture's from Furniture Manufacturers

Invitation for Tender Offers for Rate contract

Shri Krishna AYUSH University, Kurukshetra invites tender on two bids system from eligible and experienced OEM (Original Equipment Manufacturer) OR OEM Authorized Dealer for supply and installation of all types of academic, lab and office furniture from furniture manufacturers with onsite comprehensive warranty from the date of supply and installation of the furniture as per terms & conditions specified in the tender document.

Date of Start and downloading the tender	22.6.2020
Last date and time for submission of tender	13.07.2020 till 2:00 PM
Date and time of bid opening	14.07.2020 at 10:30 AM
EMD	Rs. 100000/- (Rupees One Lakh Only)
Address for communication & submission of tender documents and opening of technical bid	Registrar , Shri Krishna AYUSH University, Kurukshetra Kurukshetra – 136 118 Email : registrar.skau.hry@gmail.com Tele: 01744-225809

TECHNICAL SPECIFICATION:

Sr. No.	Eligibility Criteria
1	The bidder should have valid ongoing Annual Rate Contract (ARC) for the supply of complete range of academic, lab and office Furniture items with at least three (3) Centrally/State Funded Educational Institutes (Such as IITs, IIMs, NITs, etc.) /Central or State Universities/ PSUs. Copies of the Annual Rate Contract must be attached.
2	Rate contract proposal will be accepted from the eligible and experienced OEM (Original Equipment Manufacturer) OR OEM Authorized Dealer positioned in India. The firm should be Registered in India, should have a manufacturing centre in India and should be in existence for minimum Five years.
3	Average Annual Turnover of company should be Rs.25 cores & above. The bidders should submit photocopy of Balance Sheet for financial year 2017-18, 2018-19, 2019-20. (duly attested by Chartered Accountant).
4	The bidders should not have been black listed by any Government / Semi Government / Board /Corporations /Autonomous Body. An affidavit on Non-Judicial Stamp paper of Rs 100/- has to be submitted by Power of Attorney holder of the firm to this effect. In case dealer is

	submitting the bid then affidavit of dealer as well as OEM's affidavit is also required who has authorised him to bid on his behalf.
5	<p>The bidders should possess following prevalent certifications related to quality & safety</p> <ul style="list-style-type: none"> a) ISO9001: 2015 or latest version b) ISO 14001: 2015 or latest version c) OHSAS 18001: 2007 or latest version d) BIFMA Membership e) Green Guard or IGBC Certificate (Indian Green Building Council) f) ISO-50001-2011 or latest version (Energy Management System) g) AIOTA Certification (All India Occupational Therapist's association) <p>(All Certificates to be attached).</p>
6	<p>The bidders should have the capability to execute the rate contract with respect to personnel, furniture and manufacturing facilities</p> <p>(List of manufacturing furniture to be enclosed)</p>
7	<p>The bidders should have a Standard Price List of all the products applicable throughout the country.</p> <p>Soft copy of the catalogue indicating the price of each items be provided. The price should inclusive of fixing and instillation cost (ready to use cost).</p>
8	Committee may visit the manufacturing centre to examine the manufacturing capacity of the firm.
9	<p>The company must have a complete range of furniture items for such as</p> <ul style="list-style-type: none"> a) office furniture (Tables and Chairs) b) Modular furniture for Office, library and Computer/ Electrical Labs c) Hostel Furniture d) classroom furniture e) seating products like executive chairs, conference room chairs, seminar chairs, auditorium chairs, stadium chairs, canteen chairs etc. f) Sofas and waiting area chairs g) Guest House Furniture h) Hospital furniture
10.	Photocopy of appropriate PAN Card and GST registration certificate

Terms & Conditions Details

Sr. No.	Specification
1	Due date: The tender has to be submitted before the due date. The offers received after the due date and time will not be considered.
2	Preparation of Bids: The offer/bid should be submitted in two bid systems i.e. Technical bid and financial bid. The technical bid should consist of all technical details along with commercial terms and conditions. Financial bid should indicate item wise price for the items mentioned in the technical bid.
3	EMD: The tenderer should submit an EMD amount of Rs. 1, 00,000/- (Rupees One Lakh only) through Demand Draft. The Technical Bid without EMD would be considered as UNRESPONSIVE and will not be accepted.
4	Refund of EMD: The EMD will be returned to unsuccessful Bidder within 30 days of the award of the contract.
5	Opening of the tender: The technical bid will be opened by a committee duly constituted for this purpose in presence of bidder's representative if available (only one representative will be allowed to participate in the tender opening). The technical bid will be examined by the technical evaluation committee. The financial offer/bid will be opened only for the offer/bid which technically meets all requirements of the tender and will be opened in the presence of the vendor's representatives (if available) subsequently for further evaluation. The bidder should produce authorization letter from their company to participate in the tender opening.
6	Acceptance/ Rejection of bids: The Committee reserves the right to reject any or all offers without assigning any reason.
7	Pre-qualification criteria: (i) Bidders should be the manufacturer / authorized dealer. Letter of Authorization from original equipment manufacturer (OEM) on the same and specific to the tender should be enclosed. (ii) An undertaking from the OEM is required stating that they would facilitate the bidder on a regular basis with technology/product updates and extend support for the warranty as well. (Ref. Annexure-II) (iii) Non-compliance of tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between bidder specification and supporting documents etc. may lead to rejection of the bid. (iv) In the tender, either the Indian agent on behalf of the Principal/OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. (v) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
8	Performance Security: The successful bidder(s) shall require to submit the performance security in the form of irrevocable bank guarantee issued by any Indian scheduled commercial Bank for an amount equivalent to 2 percent of the purchase order within 21 days from the date of receipt of the purchase order and should be kept valid for a period of 60 days beyond the date of completion of warranty period. This will be in addition to the EMD.
9	Force Majeure: The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

	<ul style="list-style-type: none"> ➤ For purposes of this Clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of Shri Krishna AYUSH University, Kurukshetra either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. ➤ If a Force Majeure situation arises, the Supplier shall promptly notify SKAU Kurukshetra in writing of such conditions and the cause thereof. Unless otherwise directed by SKAU, Kurukshetra in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
10	Risk Purchase Clause: In event of failure of supply and installation of the item/furniture within the stipulated delivery schedule, SKAU, Kurukshetra has all the right to purchase the item/furniture from the other source on the total risk of the supplier under risk purchase clause.
11	Delivery and Documents: Delivery of the goods should be made within the delivery period defined in purchase order.
12	Delayed delivery: If the delivery is not made within the due date for any reason, SKAU, Kurukshetra will have the right to impose penalty 0.5% per week and the maximum deduction is 10 % of the contract value / price. Extension of delivery period on genuine grounds has to be obtained prior to the last date of supply specified in the purchase order and at the sole discretion of SKAU, Kurukshetra.
13	Prices: The price should be quoted in net per unit (with breakup) and must include all packing and delivery charges. The Bidder must quote total price of the item (inclusive of all taxes). The price should be inclusive of fixing and installation cost (ready to use cost). The discount offered shall be a firm and fixed percentage and not variable linked to value of the orders. <i>The net price for each item must not be higher than the price quoted by OEM on GEM at any time during the RC period.</i>
14	Notices: For the purpose of all notices, the bidder may write at the following address: Registrar, Shri Krishna AYUSH University, Kurukshetra Kurukshetra – 136 118 Email : registrar.skau.hry@gmail.com Tele: 01744-225809
15	Progress of Supply: Wherever applicable, supplier shall regularly intimate progress of supply, in writing, to SKAU, Kurukshetra. In case OEM is entered into a Rate contract directly & wanted to supply & execute through the nearest authorized dealer that is located within 50 Kms of SKAU, Kurukshetra for faster sales & services then OEM has to mention the name & details of that concerned authorized dealer in a separate letter & attach it with technical bid itself or else the same shall not be considered after the bidding.
16	Inspection and Tests: Inspection and counting of Goods will be done at SKAU, Kurukshetra. Items should be supplied in packed condition as per industry norms.
17	Resolution of Disputes: In case of dispute or difference arising between SKAU, Kurukshetra and the supplier relating to any matter arising out of or connected with this tender shall be referred to and decided by the Registrar, SKAU, Kurukshetra. The decision of the Vice Chancellor, SKAU, Kurukshetra shall be final and conclusive.

18	<p>Applicable Law:</p> <p>The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction.</p> <p>The place of jurisdiction would be Kurukshetra (Haryana) INDIA.</p>
19	<p>Right to Use Defective Goods:</p> <p>If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, SKAU, Kurukshetra shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with SKAU, kurukshetra operation without any additional cost.</p>
20	<p>Supplier Integrity:</p> <p>The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.</p>
21	<p>Installation & Demonstration:</p> <p>In case of any mis-happening/damage to supplies during the carriage of supplies from the origin of furniture to the installation site, the supplier has to replace it with new supplies immediately at his own risk. SKAU, Kurukshetra will not be liable to any type of losses in any form.</p>
22	<p>Incidental services:</p> <p>The incidental services shall include:</p> <ul style="list-style-type: none"> ➤ Arranging the shifting/moving of the item to their location of final installation within SKAU, Kurukshetra premises at the cost of Supplier. ➤ Furnishing of 01 set of detailed operations & maintenance manual if applicable.
23	<p>Warranty:</p> <ol style="list-style-type: none"> I. Warranty period shall be one year from date of installation of goods at the SKAU, Kurukshetra. The warranty should be comprehensive on site. II. SKAU, Kurukshetra shall promptly notify the Supplier in writing of any claims arising under the warranty. Upon receipt of such notice, the supplier shall immediately within 05 working days arrange to repair or replace the defective goods or parts thereof free of cost at the installed destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on SKAU, Kurukshetra for the replaced parts/goods thereafter. The period for correction of defects in the warranty period is 05 working days. If the supplier having been notified fails to remedy the defects within 05 working days, SKAU, Kurukshetra may proceed to take such remedial action as may be necessary, at the supplier's risk and expenses and without prejudice to any other rights, which SKAU, Kurukshetra may have against the supplier under the contract.
24	<p>Governing Language</p> <p>The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.</p>
25	<p>Notices</p> <ul style="list-style-type: none"> ➤ Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by e mail and confirmed in writing to the other party's address. ➤ A notice shall be effective when delivered or on the notice's effective date, whichever is later.
26	<p>Taxes</p> <p>Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to SKAU, Kurukshetra.</p>
27	<p>Payment:</p> <p>The payment shall be made by SKAU, Kurukshetra against delivery, inspection, successful installation, commissioning and acceptance of the furniture at SKAU, Kurukshetra in good condition and to the satisfaction of SKAU, Kurukshetra and on production of unconditional performance security as specified in tender terms and conditions.</p>

28	User list: Brochure detailing technical specifications and performance, list of industrial and educational establishments where the items enquired have been supplied must be provided. (Ref. Annexure-III)
29	Defective supply: If any of the furniture supplied by the bidder is found to be substandard, refurbished, un-merchantable or not in accordance with the description/specification or otherwise faulty, SKAU, Kurukshetra will have the right to reject the furniture or its part. The prices of such furniture shall be refunded by the bidder with 18% interest per annum (if such payments for such furniture have already been made). All damaged or unapproved goods shall be returned at suppliers cost and risk and the incidental expenses incurred thereon shall be recovered from the supplier. Defective part if found before installation and/or during warranty period, shall be replaced within 05 working days on receipt of the intimation from SKAU, Kurukshetra at the cost and risk of supplier including all other charges. In case supplier fails to replace the furniture against the defective supply or repair in the warranty period as per the terms & conditions, SKAU, Kurukshetra may consider “Banning” the supplier.
30	Termination for Default: SKAU, Kurukshetra may, 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: <ul style="list-style-type: none"> I. 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 SKAU, Kurukshetra; or II. If the Supplier fails to perform any other obligation(s) under the Contract. III. If the Supplier, in the judgment of SKAU, Kurukshetra has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. <ul style="list-style-type: none"> ➤ For the purpose of this Clause: <ul style="list-style-type: none"> i. “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. ii. “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,”
31	Disputes and Jurisdiction: Any legal disputes arising out of any breach of contract pertaining to this tender shall be settled in the court of competent jurisdiction located within Kurukshetra.
32	Compliance certificate: This certificate must be provided indicating conformity to the technical specifications. (Annexure-I)
33	Periodic Review: The RC committee of SKAU, Kurukshetra will perform periodic review of this Rate Contract. The extension of the Rate Contract between SKAU, Kurukshetra and the RC vendor will be solely dependent upon the performance.
34	SKAU, Kurukshetra reserves the right to include more than one party in the Rate Contract.

35	<p>FALL CLAUSE:</p> <p>i. The price charged for the item supplied under the Rate contract by the RC supplier / vendor shall in no event exceed the lowest price at which the RC supplier sells the item or offers to sell item of identical description to any organizations including SKAU, Kurukshetra or any Department of the Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government, as the case may be during the period till performance of all Supply Orders placed during the period of the rate contract.</p> <p>ii. If at any time, during the said period the RC supplier reduces the sale price, sells or offers to sell such stores to any organization including SKAU, Kurukshetra or any Department of Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to SKAU, Kurukshetra and price payable under the Rate contract for the items supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.</p> <p>The RC supplier / vendor shall furnish the following certificate along with each bill for payment for supplies made against the Rate Contract:</p> <p><i>I/We certify that there has been no reduction in sale price of the items under the Rate Contract of description identical to the items supplied to the Government under the contract herein and such items have not been offered/sold by me/us to any person/ organization, including SKAU, Kurukshetra or any Department of Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government as the case may be up to the date of bill/the date of completion of supplies against all supply orders placed during the currency of the R/C at a price lower than the price charged to the Government under the contract.</i></p>		
36	SKAU Kurukshetra as well as the selected RC supplier may withdraw (with sufficient justifications, acceptable to each one) the rate contract by serving 30 days' notice period to each other.		
37	In case of emergency or when special need arises SKAU, Kurukshetra may purchase the same item through ad hoc contract with a new supplier.		
38	SKAU, Kurukshetra is entitled to place supply orders upto the last day of the validity of the rate contract and, though supplies against such supply orders will be effected beyond the validity period of the rate contract, all such supplies will be guided by the terms & conditions of the rate contract.		
39	SKAU, Kurukshetra will not guarantee any specific business volume or business amount to any RC supplier.		
40	The rate contract will be valid for one year from the date of award and it may be extended up to three years on the basis of satisfactory performance and mutual understanding between the supplier and SKAU.		
41	Evaluation Criteria		
	Parameter	Evaluation Criteria	Maximum Marks
1	The bidder should have valid ongoing Annual Rate Contract (ARC) for the supply of complete range of academic, lab and office Furniture items with at least three (3) Government Departments/Centrally IITs, IIMs, NITs, IISc etc.) /Central or State Universities/ PSUs. Copies of the Annual Rate Contract must be attached.	Five Marks for first 3 RCs and additional 1 mark for each additional RC.	10
2	Average Annual Turnover of company should be more than 25 crores and above. The bidders should submit the complete financial statement (Auditors Report, Balance Sheet, P&L Account, Cash Flow Statement along with	Annual Turnover = 25 Cr, 5 marks, additional 1 mark for each increase in turnover by 5 Cr	10

	all schedules and notes to account) of last three years ended on March 31, 2020.		
3	The firms should possess following prevalent certifications related to quality & safety possessed by most of reputed brands of furniture manufacturers		
I.	ISO 9001: 2015 or latest version	Yes/No	5
II.	ISO 14001: 2015 or latest version	Yes/No	5
III.	OHSAS 18001: 2007 or latest version	Yes/No	5
IV.	BIFMA Membership	Yes/No	5
V.	Green Guard or IGBC Certificate (Indian Green Building Council)	Yes/No	5
VI.	ISO 50001-2011 or latest version (Energy Management System)	Yes/No	5
VII.	AIOTA Certification (All India Occupational Therapist's association)	Yes/No	5
4	The bidders should not have been black listed by any Government / Semi Government/ Board/Corporations /Autonomous Body. An affidavit on Non Judicial Stamp paper has to be submitted by the firm to this effect.	Yes/No	5
5	Firm should not have incurred loss in last 3 years.	Yes/No	5
6	Firm should have a authorized dealer within 50 Km radius of SKAU, Kurukshetra. Proof to be attached	Yes/No	5
7	The bidders should have a Standard Price List of all the products applicable throughout the country.	Yes/No	10
8	The firm should submit a "Solvency Certificate" from a Bank worth Rs. 1,00,00,000/- (One Crore) issued by a nationalised bank against this tender.	Yes/No	10
9	Firm should have in house manufacturing setup of complete range of furniture items like Tables, Chairs, Storage of wood and steel both, Modular Furniture, Powder coating plant, fabric stitching section, Lab furniture, and Public seating.	Yes/No	10

Bidders will be evaluated finally on the basis of above evaluation table.

Finally, the bidders will be ranked based on total score obtained by them (in all above items from serial number 1 to 9). Total number of RC furniture vendors to be shortlisted will be decided by the Registrar, SKAU, Kurukshetra.

COMPLIANCE SHEET

TECHNICAL SPECIFICATIONS

Sr. No.	Eligibility Criteria	Compliance (Y/N)
1	We have valid ongoing Annual Rate Contract (ARC) for the supply of complete range of academic, lab and office Furniture items with at least three (3) Government Departments/Centrally Funded Educational Institutes (Such as IITs, IIMs, NITs, IISc etc.) /Central or State Universities/ PSUs. Copies of the Annual Rate Contract have been attached. Total number of RC details are attached at Annexure III.	
2	Our firm is Registered in India, and we have a manufacturing centre in India and we are in existence for minimum Five years.	
3	Our Turnover is more than 25 crores & above. The complete financial statement (Auditors Report, Balance Sheet, P&L Account, Cash Flow Statement along with all schedules and notes to account) of last three years ended on March 31, 2020 have been attached.	
4	We have not been black listed by any Government / Semi Government / Board/Corporations/ PSU /Autonomous Body. We have submitted an affidavit on Non Judicial Stamp paper of Rs 100/- to this effect.	
5	The bidders should possess following prevalent certifications related to quality & safety possessed by most of reputed brands of furniture manufacturers <ul style="list-style-type: none"> a. ISO9001: 2015 or latest version b. ISO 14001: 2015 or latest version c. OHSAS 18001: 2007 or latest version d. BIFMA Membership e. Green Guard or IGBC Certificate (Indian Green Building Council) f. ISO-50001-2011 or latest version (Energy Management System) g. AIOTA Certification (All India Occupational Therapist's association) (Certificates are attached).	
6	The bidders should have the capability to execute the rate contract with respect to personnel, furniture and manufacturing facilities (List of manufacturing furniture to be enclosed)	
7	The bidders should have a Standard Price List of all the products applicable throughout the country.	
8	We have no objection if RC Committee visit our manufacturing facilities to examine the manufacturing capacity of the firm.	
9	Firm should have in house manufacturing setup of complete range of furniture items like Tables, Chairs, Storage of wood and steel both, Modular Furniture, Powder coating plant, fabric stitching section, Lab furniture and Public seating.	
10	We have attached the "Solvency Certificate" from a Bank worth Rs. One Crore.	

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

Signature of Bidder

(Seal)

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. I have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

This is certified that our organization has been authorized (Copy attached) by the OEM to participate in Tender. We further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, OEM has agreed to support on regular basis with technology / product updates and extend support for the warranty.

The prices quoted in the financial bids are subsidized due to academic discount given to SKAU, Kurukshetra.

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 Vendor/ Manufacturer / Agent
1. Phone	
2. Fax	
3. E-mail	
4. Contact Person Name	
5. Mobile Number	
6. GST Number	
7. PAN Number	
8. Actual address (with contact person's name) of the manufacturing office in India (for inspection)	
(In case of on-line payment of EMD) 9. UTR No. (For EMD)	

(Signature of the Tenderer)

Name: Seal of the Company

Annexure-III

**List of Govt.
Organization/Departments/Universities/NITs**

List of Government Organizations for whom the Bidder has undertaken such work during last three years (must be supported with work orders)		
NAME OF THE ORGANIZATION	NAME OF CONTACT PERSON	CONTACT NO.

Signature of Bidder

Name:

Designation:

Organization Name:

Contact No.:

Bid Submission

The bids (complete in all respect) must be submitted in Two Envelops as explained below: -

Envelope – 1

Sr. No.	Documents	Content
1	TECHNICAL BID	Compliance Sheet as per Annexure - I
2		Organization Declaration Sheet as per Annexure - II
3		List of organizations/ clients where the same products have been supplied (in last three years) along with their contact number(s). (Annexure-III)
4		Technical supporting documents in support of all claims made at Annexure-I (Annexure-IV)

Envelope – 2

Sr. No.	TYPES	Content
1	FINANCIAL BID	Price bid should be submitted