



SHRI VISHWAKARMA SKILL UNIVERSITY

(Enacted Under Government of Haryana, Act No. 25 of 2016)

Transit Office: Plot No. 147, Sector-44, Gurugram (Haryana)

Phone: 0124-2746800 Visit us at: www.svsu.ac.in

Tender Document

PURCHASE OF CROCKERY ITEMS FOR SVSU

Tender No: SVSU/2022/AR/014

Dated: 19/10/2022



1. Notice Inviting Tenders

Sub: Notice Inviting Tenders for “PURCHASE OF CROCKERY ITEMS FOR SVSU”.

Shri Vishwakarma Skill University, Haryana invites online Tender: **“PURCHASE OF CROCKERY ITEMS FOR SVSU”** through e-procurement on portal <https://etenders.hry.nic.in> from reputed Manufacturers/Authorized Dealers/Distributors/Agent as per TENDER document. The TENDER documents may also be downloaded from website (<https://www.svsu.ac.in>) of Shri Vishwakarma Skill University, Haryana for reference only. A minimum eligibility criterion has been given in TENDER document.

Apart from uploading e-tender on website, bidder has to deposit EMD and Tender Fee + E-service fees along with other documents.

1.1. SCHEDULE

1.	Tender No	SVSU/2022/AR/014
2.	E-Service Fee + GST	1000/- + 180/- = 1180/- (Rupees One Thousand One Hundred Eighty Only)
3.	Tender Fee + GST	
	(1) For Haryana based manufacturing Micro and Small Enterprises (MSEs) & Khadi Village Industries Unit eligible as per the “Haryana State Public Procurement Policy for MSME -2016” notified vide G.O. No. 2/2/2016-4I BII(1) dated 20-10-2016.	NIL
	(2) For Haryana based manufacturing Startups/First Generation Entrepreneurs eligible as per State policy “Concession/benefits in Public Procurement to Startups/First Generation Entrepreneurs of State” issued vide G.O No.2/2/2016-4I B-II dated 03.01.2019.	NIL
	(3) For remaining bidders both from the Haryana and Non Haryana	2000/- + 360/- = 2360/- (Rupees Two Thousand Three Hundred Sixty only)
4.	EMD Amount	
	(1) For Haryana based manufacturing Micro and Small Enterprises (MSEs) & Khadi Village Industries Unit eligible as per the “Haryana State Public Procurement Policy for MSME	NIL



	-2016” notified vide G.O. No. 2/2/2016-4I BII(1) dated 20-10-2016.	
	(2) For Haryana based manufacturing Startups/First Generation Entrepreneurs eligible as per State policy “Concession/benefits in Public Procurement to Startups/First Generation Entrepreneurs of State” issued vide G.O No.2/2/2016-4I B-II dated 03.01.2019.	NIL
	(3) Central or Haryana Public Sector Enterprises and “approved sources” as declared by the Industries Department, Haryana	NIL
	(4) For remaining bidders both from the Haryana and Non Haryana	02% of Tender Value
5.	Product Warranty Period, if applicable	1 Years or more
6.	Issue of Tender Document (Date of uploading of Tender & other Documents) (online)	19/10/2022 at 15:00 Hrs.
7.	Online Tender Download/Purchase Start Date	19/10/2022 at 15:00 Hrs.
8.	Online proposal Submission Start Date	19/10/2022 at 15:00 Hrs.
9.	Pre-bid meeting	21/10/2022 at 11:00 Hrs.
10.	Online proposal Submission End Date	26/10/2022 at 19:00 Hrs.
11.	Opening of Technical Bid	27/10/2022 at 14:00 Hrs.
12.	Technical Presentation	Subsequent date to be informed later, If required
13.	Financial Bid	Subsequent date to be informed later.
14.	Validity period of Proposal	180 Days from the opening of financial bid.
15.	Address of Communication	Registrar



		Shri Vishwakarma Skill University, Plot 147, Sector 44, Gurugram Haryana - 122003
16.	Contact Officer Name, Phone Number and Email ID for this tender	Mr. Amit Vashist 0124-2746859, 7015961188 amit.vashist@svsu.ac.in

Note:

- Tender document can also be downloaded from University Website www.svsu.ac.in
- Amendments to TENDER, if any, would be published on e-procurement website <https://etenders.hry.nic.in> only and not in newspaper.
- The concessions/benefits to MSMEs/startup subject to fulfillment/eligible as per Haryana State Public Procurement Policy for MSME -2016 notified vide G.O. No. 2/2/2016-4I BII(1) dated 20-10-2016 and turnover criteria as per Haryana Government (or as amended from time to time in this regard).
- Queries will be sent to the Officer appointed for this tender. Each Bidder will send only one e-mail containing the Pre-Bid Queries, as per format mentioned below. In case of more than one e-mail, only the queries provided in the first e-mail will be considered.

S. No.	Clause/Section/Reference/ Page/Paragraph	Existing clause/RFP Text	Queries/suggestions
1.			



1.2. DISCLAIMER

The information contained in this Tender document or subsequently provided to the bidders, whether verbally or in documentary or any other form by or on behalf of Shri Vishwakarma Skill University, Haryana is provided to bidder on the terms and conditions set out in this TENDER and such other terms and conditions subject to which such information is provided.

Information provided in this TENDER to the bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Shri Vishwakarma Skill University, Haryana accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

Shri Vishwakarma Skill University, Haryana also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance or any bidder upon the statements contained in this TENDER.

Shri Vishwakarma Skill University, Haryana may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this TENDER.

The issue of this TENDER does not imply that Shri Vishwakarma Skill University, Haryana is bound to select a bidder or to appoint the Selected Bidder, as the case may be, for the Consultancy and Shri Vishwakarma Skill University, Haryana reserves the rights to reject all or any of the Proposals without assigning any reasons whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Shri Vishwakarma Skill University, Haryana or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder and Shri Vishwakarma Skill University, Haryana shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.



2. Instructions to Bidders

2.1. Subject: Invitation for “ Supply OF CROCKERY ITEMS FOR SVSU)”

Shri Vishwakarma Skill University, invites online Bids (Technical bid and Financial bid) from eligible seller/reseller for “ **Supply OF CROCKERY ITEMS FOR SVSU**” as per terms & conditions specified in the tender document.

Bidders can access tender documents on the website of the University and fill them with all relevant information and submit the completed tender document with E- service Fee, Tender Fee and EMD amount online as per the schedule to <https://etenders.hry.nic.in>.

2.2. INSTRUCTIONS TO BIDDER FOR E-TENDERING

Note: Following conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable. Interested bidders can read the instructions related to e-tender system from the website www.etenders.hry.nic.in.

2.2.1. E-Tendering:

- 2.2.1.1. For participation in e-tendering module of Shri Vishwakarma Skill University, Haryana it is mandatory for prospective bidders to get registration on website <https://etenders.hry.nic.in>. Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest.
- 2.2.1.2. Tender documents can be downloaded from website <https://www.svsu.ac.in>. However, the bidders have to upload complete tender document online along-with deposit of EMD amount and Tender Document Fee + E- service fee.
- 2.2.1.3. E-service/gateway charges shall be borne by the bidders.
- 2.2.1.4. As per the directions of the Controller of Certifying Authorities, Ministry of Communication and Information Technology, Government of India, a **Class II Digital Certificate** shall be required to bid for all tenders solicited electronically. If the bidder does not have such a certificate, it may be obtained from any of the registering authorities or certification authorities. Kindly note that it may take at least three-five working days for the issue of a digital certificate. Bidders are advised to plan their time accordingly. Shri Vishwakarma Skill University, Haryana shall bear no responsibility/obligation for accepting bids



which are delayed due to non-issuance or delay in issuance of such digital certificate.

- 2.2.1.5.** If bidder is bidding first time for e-tendering, then it is obligatory on the part of bidder to fulfil all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
- 2.2.1.6.** Bidders are requested to visit our e-tendering website regularly for any clarifications and/or due date extension or corrigendum.
- 2.2.1.7.** Bidder must positively complete online e-tendering procedure at <https://etenders.hry.nic.in>
- 2.2.1.8.** Shri Vishwakarma Skill University, Haryana shall not be responsible in any way for delay/difficulties/ inaccessibility of the downloading facility from the website for any reason whatsoever.
- 2.2.1.9.** For any type of clarifications bidders/contractors can visit <https://etenders.hry.nic.in> and <https://www.svsu.ac.in>.
- 2.2.1.10.** The bidder whosoever is submitting the tender by his Digital Signature Certificate shall invariably upload the scanned copy of the followings.
 - 2.2.1.10.1.** Affidavits.
 - 2.2.1.10.2.** Authority Letter to Sign on behalf of bidder.
 - 2.2.1.10.3.** Authority Letter for use of Digital Signature.
 - 2.2.1.10.4.** Technical Bid with all relevant enclosures.
 - 2.2.1.10.5.** The prospective bidders will upload scanned self-attested copies of technical bid as required in e-tendering process. Unattested documents will not be entertained.
- 2.2.1.11.** The Tender document cost+ E-Service Fee and EMD amount is to be deposited online by bidder.
- 2.2.1.12.** The tenders uploaded without/incomplete/partial EMD amount and tender fee + E-service fees shall be disqualified and Proposal will not be accepted.
- 2.2.1.13.** Any change/modifications/alteration in the TENDER by the Bidder shall not be allowed and such tender shall be liable for rejection.

2.2.2. Technical bid: -

Bidders must positively complete online e-tendering procedure at <https://etenders.hry.nic.in>. They shall have to submit the documents as prescribed in the TENDER online in the website. The bidders may submit their complete bids (with all the requisite documents) in multiple files.

2.2.3. Financial bid: -

Bidder must submit the Price/Financial bid document (BOQ) as per the format given in TENDER/available online and uploaded as per instructions therein. **Physical submission of price bid shall not be considered.** The financial bids of technically qualified bidders shall be opened online at the notified date.



2.2.4. For amendment, if any, please visit <https://etenders.hry.nic.in> web site regularly. In case of any bid addendum/amendment/corrigendum/Notice/clarification, the responsibility lies with the bidders to note the same from web site. The **Shri Vishwakarma Skill University, Haryana** shall have no responsibility for any delay/omission on part of the bidder.



<< Organization Letter Head >>

3. TERMS and CONDITIONS

- 3.1 Due date:** The tender has to be submitted online on or before the due date. No application will be received through post/e-mail/fax. The University would not be responsible for any delay.
- 3.2 Tender Fee and E-Service Fee (Non-Refundable):** The Bidder should submit a non-refundable tender fee and e-service fee online. The Technical Bid without Tender fee would be considered as UNRESPONSIVE and will not be accepted. The tender fee will not be returned/refunded to any Bidder under any circumstances. If the tender is cancelled or recalled on any grounds, the Tender Document Fee and e-Service Fee will not be refunded to the bidder.
- 3.3 Preparation of Bids:** The Technical and financial offer/bid should be submitted online. The technical bid should consist of all technical details along with commercial terms and conditions. Financial bid should indicate the price for the items mentioned in the technical bid. All pages of the technical bid have been signed with seal of firm by bidder/authorized signatory. Unattested documents will not be entertained.

Revision in the technical bid and financial bid quoted in the offer will not be entertained after the last date and time fixed for receipt of tenders.

- 3.4 Earnest Money Deposit (EMD) (if applicable):** While submitting bid, the BIDDER shall deposit an amount mentioned in tender document as Earnest Money, with the Institute through the following instruments:
- 3.4.1** The Bidder should submit an EMD amount online. The Technical Bid without EMD would be considered as UNRESPONSIVE and will not be accepted. The Earnest Money Deposit (EMD) in other form viz., Pay Order/Cheque etc. shall not be accepted.
- 3.4.2** No interest shall be payable by the BUYER to the BIDDER on Earnest Money for the period of its currency.
- 3.5 Refund of EMD:** The EMD will be returned without any interest to unsuccessful Bidders only after the award of Purchase Order. In case of successful Bidder, EMD will be returned without any interest after the submission of Performance Bank Guarantee.

EMD will not be refunded, if the work order/purchase order is not accepted by the successful Bidder. In case, the offer is accepted, but not honoured by the successful Bidder, the EMD will be forfeited.

The EMD will also be forfeited, if wrong information is furnished or any vital information is concealed in the tender document. Apart from it, he will be



liable for any other action against him, as may be considered necessary by the Vice-Chancellor.

If the tender is cancelled or recalled on any grounds, the EMD will be returned to the bidder.

3.6 Opening of the tender:

- 3.6.1** On the due date of e-tender opening, the technical bids of bidders will be opened online. Shri Vishwakarma Skill University, Haryana reserves the right for extension of due date of opening of technical bid.
- 3.6.2** The 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 technical bid opening. The Bidder if interested may participate on the tender opening Date and Time.
- 3.6.3** Bid received without or incomplete Tender Fee or EMD will be rejected outrightly.
- 3.6.4** Tenders which do not fulfil any or all of the terms & conditions or incomplete, are liable to be rejected.
- 3.6.5** Incomplete bidding will not be accepted; in such case the bid will not be considered.
- 3.6.6** The technical bid will be opened first and it will be examined by a technical committee (as per specification and requirement).
- 3.6.7** The financial offer/bid will be opened only of those bidders who qualify on the basis of their Technical Bid and will be opened in the presence of the bidder/bidder's representatives subsequently for further evaluation. Only one representative will be allowed to participate in the Financial bid opening. The date & time of opening of the Financial bids will be intimated in the due course.
- 3.6.8** The Bidder should produce authorization letter from their company to participate in the technical bid opening, Technical Presentation and Financial bid opening.
- 3.6.9** Sample for offered items may be asked from tender during technical evaluation.
- 3.6.10** In case, due date for opening of tender happens to be a holiday, the due date shall be shifted to the next working day for which no prior intimation will be given.

3.7 Acceptance/ Rejection of bids: The Committee reserves the right to reject any bid not fulfilling the eligibility criteria.

Eligibility Criteria:

- 3.7.1** Bidder should be registered Company, should have GST number and supporting documents to be submitted.
- 3.7.2** 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.
- 3.7.3** Incomplete Tender such as unsigned Tender, late submitted Tender, conditional Tender, not confirming to the eligibility criteria and non-submitting Technical specification & compliance sheet with supporting



documents or with any vaguer term such as 'Extra as applicable', will be considered as rejected.

- 3.7.4** In the tender, either the 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.
- 3.7.5** 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.
- 3.7.6** The Agency should not have incurred any loss for the last 2 financial years which is mandatory. Bidders should submit audited Balance Sheet, Profit and Loss statement, Turnover Sheet and Income Tax Return Acknowledgement Copy for last two financial years.
- 3.7.7** The bidder should submit Minimum 2 satisfactory/good performance reports for the items supplied/under-taken such work in India during last 2 years along with their work order/purchase order copy duly self-attested by bidder/authorized signatory.

3.8 Risk Purchase Clause: In event of failure of supply of the item/equipment within the stipulated delivery schedule, the purchaser has all the right to purchase the item/equipment from the other source on the total risk of the supplier under risk purchase clause.

3.9 Delivery and Documents: Delivery of the goods should be made within a maximum of 01 weeks from the date of receipt of purchase order/work order at Shri Vishwakarma Skill University, Dudhola, Palwal – 121102, Haryana or at that place to be informed by the SVSU. The material should be packed in a strong case so as to avoid any damage, theft or pilferage in the transit. In case of any damage, theft or pilferage, the responsibility shall be that of the supplier. The supplier shall mail the following documents to the purchaser:

- 3.9.1** 4 Copies of the Supplier invoice showing invoice number, goods description, quantity, unit price, total amount
- 3.9.2** Manufacturer's/Supplier's warranty certificate, if any.

3.10 Liquidated Damages (L.D)/Penalty for Non-execution of Order: If a supplier fails to execute the order in time as per the terms and conditions stipulated therein, it will be open to the purchaser to recover liquidated damages for delay in delivery from the supplier at the rate 1% (one percent) of the total cost of the material/contract per week or such other amount as the Registrar, SVSU, Gurugram may decide till the supply/work remains incomplete, provide that the total amount of the compensation shall not exceed 10% (ten percent) of the total cost of the material/contract.

An appeal against this penalty shall, however, lie with the Hon'ble Vice-Chancellor (VC), Shri Vishwakarma Skill University, Gurugram, whose decision shall be final.

Note: It is mentioned that both, delivery penalty and installation penalty can also be imposed simultaneously, if applicable.

If the Liquidated Damage exceeds 10% of the order value, SVSU reserves the right



to terminate the contract and SVSU will get the job completed by any other competent party. The difference of cost incurred by SVSU will be recovered from the Earnest Money Deposited/Performance Security submitted by the bidder.

- 3.11 Prices:** The price should be quoted in net per unit (after breakup) and must include all packing, forwarding, freight, insurance charges, loading, unloading, delivery charges, Excise duty/custom duty etc. may be quantified in terms of amount. The offer/bid should be exclusive of GST, which will be paid by the purchaser as applicable. However, the percentage of GST shall be clearly indicated. Charges not mentioned in the quotation/tender shall not be paid.
- 3.12 Resolution of Disputes:** The dispute resolution mechanism would be as follows:
- 3.12.1** In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Vice Chancellor, Shri Vishwakarma Skill University and if he is unable or unwilling to act, the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
 - 3.12.2** In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (i) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.
 - 3.12.3** The venue of the arbitration shall be the place from where the order is issued.
- 3.13 Applicable Law:** The place of jurisdiction would be Gurugram/Palwal Haryana.
- 3.14 Right to Use Defective Goods:** If after delivery, acceptance and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.
- 3.15 Transfer and Subletting:** The supplier shall not sublet, transfer, assign or otherwise part with the acceptance to the tender or any part thereof, either directly or indirectly, without the prior written permission of the Purchaser.
- 3.16 Supplier Integrity:** 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.



3.17 Warranty (if any):

- 3.17.1** Warranty period shall be (as stated at “Schedule “of this tender) from date of successful/satisfactory inspection report and acceptance of the equipment/material/goods by the SVSU for each item/system on comprehensive basis.
- 3.17.2** The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests. The warranty should be comprehensive on site.
- 3.17.3** The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall arrange to repair or replace the defective goods or parts within 10 days free of cost in Shri Vishwakarma Skill University, Dudhola, Palwal – 121102, Haryana or at that place to be informed by the SVSU. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. The period for correction of defects in the warranty period is 10 days. If the supplier having been notified fails to remedy the defects within 10 days, the purchaser 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 the purchaser may have against the supplier under the contract.
- 3.17.4** The comprehensive warranty will commence from the date of the satisfactory installation/commissioning of the equipment/item against the defect of any manufacturing, workmanship and poor quality of the components/goods.

3.18 Governing Language: 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.



3.19 Applicable Law: 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.

3.20 Notices:

3.20.1 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 cable, telex, FAX or e mail and confirmed in writing to the other party's address.

3.20.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

3.21 Bid Currencies: Prices shall be quoted in Indian National Rupee (INR).

3.22 Taxes: Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser. However, GST in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order.

3.23 Payment: For Indigenous supplies, 100% payment shall be made by the Purchaser against successful/satisfactory delivery, inspection, inspection report and acceptance of the items at Shri Vishwakarma Skill University, Dudhola, Palwal – 121102, Haryana or at that place to be informed by the SVSU in good condition and to the entire satisfaction of the Purchaser and on production of unconditional performance bank guarantee as specified in Clause of tender terms and conditions. Payment shall be released on receipt of the valid original bills in triplicate complete in all respect.

Note: The bidder(s) are required to submit proper proof (Purchase Order/Work Order) duly self-attested by bidder/authorized signatory in support of the claim. Without Purchase Order/Work Order, experience and performance report shall not be considered.

3.24 Defective Equipment/item: If any of the equipment/item supplied by the Supplier is found to be substandard, refurbished or not in accordance with the description/specification or otherwise faulty, the faculty/expert committee (committee constituted by The Registrar) will have the right to reject the items/equipment or its part. The prices of such item/equipment shall be refunded by the Supplier with 18% interest if payments for such item/equipment 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 in equipment, if found before installation and/or during warranty period, shall be replaced within 7 days on receipt of the intimation from this office at the cost and risk of supplier including all other charges. In case supplier fails to replace defective item as per above terms & conditions, SVSU may consider "Banning" the supplier and the Earnest Money Deposit shall stand forfeited either fully or partially, as decided by the university competent authority and the authority shall not be required to assign any reason therefore.

No payment shall be made for rejected material nor would the Supplier be entitled to claim for such items. Rejected items would be removed by the Supplier from the site within two weeks of the date of rejection at his own cost. In case they are



not removed they will be auctioned at the risk and responsibilities of the Supplier without any further notice.

3.25 Termination for Default:

3.25.1 The Purchaser 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:

3.25.1.1. If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser.

3.25.1.2. If the Supplier fails to perform any other obligation(s) under the Contract.

3.25.1.3. If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.25.2 For the purpose of this Clause:

3.25.2.1. “**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.

3.25.2.2. “**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 Bidder (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.

3.25.3 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.



3.26 Reservation of Rights:

- 3.26.1** The University reserved all the right to enhance or mitigate the quantity without any notice.
- 3.26.2** The University reserves all the right to accept or reject any or all tenders without assigning any reason what so ever at any stage and no further correspondence will be entertained in this regards.
- 3.26.3** The University reserved all the right to change any Date, Time and condition of Tendering without assigning any reasons.
- 3.26.4** The acceptance or rejection of the technical bid/tender will be the sole decision of the university.
- 3.26.5** The university is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to award of Contract without thereby incurring any liability to the Consultant.
- 3.26.6** The University reserved all the right to call/demand any document from the bidder as and when required or to reject the bid.

3.27 Evaluation of Offer:

- 3.27.1** L1 will be decided on the basis of the policy guidelines issued by Government of Haryana vide G.O. No. 2/2/2010-4I-BIII of dated 19/12/2011 (or as amended from time to time in this regard).
- 3.27.2** If in the event of a tie in L1 in the Financial bid, the university will negotiate with all the eligible bidders and the bidder whose quotes are lower than other bidders will be declared as L1.
- 3.27.3** Offer which deviates from the vital conditions (as illustrated below) of the tender shall be rejected:
 - 3.27.3.1.** Non submission of complete offers.
 - 3.27.3.2.** Receipt of offers after due date and time and/or by post/email / fax (unless specified other-wise).

3.28 Negotiation of Rates: Regarding negotiations of rates, policy issued by the State Government vide G.O. No.2/2/2010-4-IB-II dated 18.06.2013, G.O. No.2/2/2010-4-IB-II dated 16.06.2014, G.O. No.2/2/2010-4-IB-II dated 09.02.2015 will be applicable. The policy guidelines are available at <https://haryanaeprocurement.gov.in> on home page under section as Tender Forms.”

3.29 Sanctions for Violations: Any breach of the aforesaid terms & Conditions and Technical Specification, requirements & conditions by the bidder or any one employed by it or acting on its behalf (whether with or without the



knowledge of the bidder) shall entitle the buyer to take all or any one of the following actions, wherever required:

- 3.29.1** To immediately call the pre-contract negotiations with other bidders without assigning any reason or giving any compensation to the bidder. However, the proceedings with the other bidder(s) would continue.
- 3.29.2** The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bank Guarantee (after the contract is signed) shall stand forfeited either fully or partially, as decided by the buyer and the buyer shall not be required to assign any reason therefore.
- 3.29.3** To immediately cancel the contract, if already signed without giving any compensation to the bidder.
- 3.29.4** To recover all sums already paid by the buyer, and in case of an Indian bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 3.29.5** To cancel all or any other contracts with the bidder. The bidder shall be liable to pay compensation for any loss or damage to the buyer resulting from such cancellation/rescission and the buyer shall be entitled to deduct the amount so payable from the money(s) due to the bidder.
- 3.29.6** To debar the bidder from participating in future bidding processes of the University for a minimum period of two years, which may be further extended at the discretion of the buyer.
- 3.29.7** Legal action may be initiated against such Bidder in case any of the information submitted by the Bidder is found to be false at any stage of the contract.

3.30 BID SIGNING: The Tender must be signed by authorized signatory of the bidding firm/company on each page of the bid, along with seal of the firm/company.

3.31 Conditional Bid: Conditional Bid is not acceptable. Hence, the supplier is advised neither to alter the specification nor to mention anything on the Tender form, except cost, signature with seal, otherwise his Tender will not be considered. Conditional tenders will not be entertained at all and are liable to be rejected summarily.



There should not be any alterations in the bidding documents. In case any alteration is found at any stage, the tender shall be liable for rejection summarily without further appeal.

- 3.32 Delivery Period/Installation (if any) Period Extension:** The supply order(s) shall be executed within the time specified in this regard. However, in case of Force Majeure / reasons beyond control of the supplier/ explaining circumstances due to which delivery period could not be adhere to, he may make a written request to the Registrar for grant of extension for delivery period and/or installation period. The written request in this regard should clearly spelling out such reasons.

The Registrar, if he is satisfied of such reasons and further that the requested extension will not be detrimental to the interests of the university, may grant extension for a reasonable period for delivery and installation of the goods. The supplier would be required to indemnify the university against any loss on account of downfall of the price during the extended period.

- 3.33 Contacting to SVSU Officers:** Bidder shall not approach SVSU officers beyond office hours and/or outside SVSU office premises from the time of the Bid opening to the time of finalization of successful bidder. Any effort by bidder to influence SVSU office in the decision on Bid evaluation, bid comparison or finalization may result in rejection of the Bidder's offer. If the bidder wishes to bring additional information to the notice of SVSU, it should be in writing.

- 3.34 Forfeiture of EMD:** EMD/ BG/ made by bidder may be forfeited under the following conditions:

- 3.34.1** During the evaluation process, if a bidder indulges in any such activity as would jeopardize the process, the decision of SVSU regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances.
- 3.34.2** If bidder violates any of the provisions of the terms and conditions of the proposal.
- 3.34.3** In case supplier fails to fulfil the all terms & conditions and Technical Specification, requirements & conditions, SVSU may consider "Banning" the supplier and the Earnest Money Deposit shall stand forfeited either fully or partially, as decided by the SVSU and the SVSU shall not be required to assign any reason therefore.
- 3.34.4** In the case of a successful bidder, if bidder fails to:
 - 3.34.4.1.** Accept the work order along with the terms and conditions.
 - 3.34.4.2.** Violates any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.
 - 3.34.4.3.** Submitting false/misleading information/ declaration/ documents/ proof/etc.



3.34.5 The decision of SVSU regarding forfeiture of EMD shall be final and shall not be called upon to question under any circumstances, besides, forfeiture of EMD even the bidder will be deferred from participating in any job for a period of two years.

3.35 Amendment of Tender Document: At any time before the deadline for submission of tender, SVSU may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective firm, modify the Tender document by amending, modifying and/or supplementing the same. All prospective firms shall be notified of any amendments on e-tender website and/or SVSU web site and all such amendments shall be binding on them without any further act or deed on SVSU's part. The prospective firms are advised to periodically browse e- tender website and/or university website www.svsu.ac.in to find out any further addendum/amendment/corrigendum/Notice/clarification published with respect to this tender. In case of any bid addendum/amendment/corrigendum/Notice/clarification, the responsibility lies with the bidders to note the same from web site. The **Shri Vishwakarma Skill University, Haryana** shall have no responsibility for any delay/omission on part of the bidder. In the event of any amendment, SVSU reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidders reasonable time in which to take the amendment into account while preparing their bids.

3.36 Special Terms and Conditions:

3.36.1 The offer without complete or partial prescribed earnest Money, tender Fee & E-Service fee is liable to be summarily rejected.

3.36.2 The deficiency in the documents and tender requirement can be made subject to the decision made by procurement department/all the tender committees individually has a right to call/demand any document from the bidder as and when required or to reject the bid. Procurement department/all the tender committees individually are empowered to take any action/decision /requirement of documents at any stage.

3.36.3 Any company/firm/dealer/manufacturer black listed by Central/State Government/Autonomous organization are not entitled to submit the tender. If it is submitted, it will be rejected and Earnest Money Depositor/and Performance security will be seized and legal action will be taken against them.

3.36.4 The firm/agency/bidder should not be black-listed/de-listed/debarred/demobilized for poor or unsatisfactory performance from any project by Govt. of India/Any other State Govt./Haryana Govt. or its Departments/agencies etc. for which he has to submit the affidavit.

3.36.5 Bidder should abide to all terms and conditions and Technical Specification stipulated in tender document and supply within stipulated time frame for which he has to submit the affidavit.

3.36.6 Bidder should submit affidavit for Authenticity and correctness of information/documents stipulated in tender document.

3.36.7 Bidder should submit the Affidavit and relevant certificate/document regarding seeking benefits/ concessions by Haryana based manufacturing Micro, Small and Medium Enterprises (MSEs) and



Startups/First Generation Entrepreneurs (If Applicable)

- 3.36.8** Reference, information and certificates from the respective clients certifying technical and execution capability should be signed and the contact numbers of all such clients should be mentioned. The University may also independently seek information regarding the performance from the clients and visit referred customers' consortium partner in India/Abroad at bidder cost.
- 3.36.9** In case any BIDDER is silent on any clauses mentioned in this tender document, the Institute shall construe that the BIDDER had accepted the clauses as per the invitation to tender.
- 3.36.10** The concessions/benefits to MSMEs/startup subject to fulfillment/eligible as per Haryana State Public Procurement Policy for MSME -2016 notified vide G.O. No. 2/2/2016-4I BII(1) dated 20-10-2016 and turnover criteria as per Haryana Government (or as amended from time to time in this regard).
- 3.36.11** All the terms and conditions and Technical specifications contained in the Tender document shall be the part of this agreement.
- 3.36.12** Supplier should supply all the equipment's/goods/items mentioned in the tender document on turnkey basis. Incomplete or partial bidding will not be accepted; in such case the bid will not be considered. Supplier should supply all the equipment's mentioned in the tender document.



<< Organization Letter Head >>

4. Technical Specification and Compliance Sheet**Tender Criterion:**

The purpose of buying Crockery items is for the office use.

Specification and Requirements: -

Sr. No.	Name of items with detailed specification	Total Qty.
1	Big containers for storage - (3 to 5 kg)-Plastic	2
2	Bowl- Katori	168
3	Box with airtight clip	10
4	Chop Board - wooden	2
5	Coaster- for Glass	216
6	cutlery (Spoon, folk, serving spoon, Tong)- (in set each)	2
7	Dinner Set in box (48pcs)	2
8	Induction pan for cooking - 2.5ltr	9
9	Juice/ cold drink glasses	24
10	Knife	9
11	Okhli/Imamdasta	9
12	Plate Big	42
13	Plate Small	84
14	Serving Bowl	42
15	Serving Tray(9 Medium and 9 big)	18
16	Small Containers for salt, long, ilachi-250 gm	21
17	Small Wiper (Pantry)	9
18	Spoon- dining	270
19	Tea cup	282
20	Tea Kettle 1ltr	9
21	Tea pane with lid 2.5ltr	9
22	Tea Stainer - Steel	9
23	Tea/Sugar/ coffee Containers-1 KG	31
24	Water Bottle - 1 Ltr	110
25	Water Glass	228
26	Fork	210

Signature of Bidder**Name:****Designation:****Organization Name:****Contact No.:**



**<< Organization Letter Head >>
BID SUBMISSION**

Online Bid Submission:

Online system shall be followed, i.e.

- (i) Please note that in any case if price-bid/Financial Offer submitted manually then bid shall not be accepted.
- (ii) Only those proposals will be considered for opening, who have submitted their BID online by due date/time (as specified in Bid Data Sheet).

The Online bid complete in all respect. The following checklist is for the convenience of the bidders. Kindly check the following points before submitting the bids.

Sr. No.	Content	Document Submitted (Yes/No)	Page Number as per numbering given to the technical bid documents uploaded on the portal (If Applicable)
1.	All pages of the proposal have been properly numbered and signed with seal of firm by bidder/authorized signatory person only. Unattested documents will not be entertained.		-----
2.	Have submitted the Scanned copy (PDF format) of the technical proposals on e-Procurement Portal?		-----
3.	Have submitted EMD and TENDER+ E-Service charges on e-Procurement Portal?		-----
4.	Have you checked the eligibility Criteria and Submitted the relevant documents as proof on e-Procurement Portal?		-----
5.	Have submitted the Company PAN, GST, Registration & associated Documents etc. on e-Procurement Portal?		
6.	Have submitted the authority letter for signing the proposal on behalf bidder on e-Procurement Portal?		
7.	Have submitted the authority letter for use of digital signature on e-Procurement Portal?		
8.	Have submitted the audited Balance Sheet, Profit and Loss statement, Turnover Sheet and Income Tax Return Acknowledgement Copy for last two financial years for financial eligibility.		
9.	Have submitted the Terms and Condition as per Annexure – I		
10.	Have submitted the Details of Bid Submission as per Annexure – III		



11.	Have submitted the Affidavit regarding Authenticity and correctness of information/documents as per Annexure - VI		
12.	Have submitted the Affidavit regarding delisting/blacklisting, demobilization etc. as per Annexure – VII		
13.	Have submitted the Technical supporting documents in support of all claims made at Annexure-II and Standard Size,		
14.	Have submitted the TENDER corrigendum (if any) has been signed by bidder/authorized signatory and submitted on e-Procurement Portal?		
15.	Have submitted the Notice Inviting Tenders and Instructions to Bidders with sign and seal of bidder/authorized signatory?		
16.	Have submitted the financial bid as per BOQ.		

The bidders may submit their complete bids (with all the requisite documents) in multiple files with their respective file name as mentioned below however **each file size should be upto 20 MB**. Each document name should be written as **“Firm Name_File Name”**.

The documents submitted by the bidder should be in readable view otherwise unreadable documents will not be considered.

Sr. No.	Content	File Name	Document Uploaded (Yes/No)
1.	Company PAN, GST, TAN etc. Authority letter for signing the proposal and use of digital signature	Firm_Details	
2.	Audited Balance Sheet, Profit and Loss statement, Turnover Sheet and ITR Acknowledgement Copy	Financial_Details	
3.	Documents as per Annexure – I and III	Terms_and_Conditions	
4.	Documents as per Annexure – II	Technical	
5.	Technical supporting documents in support of all claims made at Annexure-II	Technical_Details	
6.	Self-Attested corrigendum (if any), Affidavits and Other Documents	Affidavits_and_Others	

(Signature with Seal of the Bidder)

Name:

Designation:

Organization Name:

Contact No.:



**<<Organization Letter Head >>
DECLARATION SHEET**

I/We, _____ hereby declare that all the information and statements made in this Proposal are true and accept that any misleading information contained in it may lead to our disqualification. I have gone through the specifications, 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 certify 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.

I/We, further specifically certify that our organization has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.

Name & Address of the Bidder	
Bidder Category: Manufacturer/authorized dealer/distributors/agent	
Phone	
E-mail ID	
Contact Person Name	
Contact Person Mobile Number	
Contact PersonE-mail ID	
GST Number	
PAN Number	

(Signature with Seal of the Bidder)

Name:

Designation:

Organization Name:

Contact No.:

Affidavit regarding Authenticity and correctness of information/documents

||SPECIMEN AFFIDAVIT||

(On Non Judicial Stamp of Rs. 10/-)

In response to the Tender No. for
(Name of the Tender) dated..... for quoting against the Tender as an
owner/Director/Proprietor of M/s.....

I/we who is/are (status in the
firm/company) and competent for submissions of the affidavit on behalf of M/S
..... (Organization/Manufacturer/authorized
dealer/distributors/agent) do hereby solemnly affirm an oath and state that:

I/we am/are fully satisfied for the correctness of the certificates/records submitted in support
of the following information in bid documents which are being submitted in response to
notice inviting e-tender No.

We also agreed to buyer for Integrity Pact terms and conditions as applicable from time to
time as per government rules.

I/we am/are fully responsible for the correctness of following self-certified Information/
documents and certificates:

1. That the self-certified information given in the bid document is fully true and authentic.
2. That:
 - 2.1.Information regarding financial qualification and annual turnover is correct.
 - 2.2.Information regarding various technical qualifications is correct.
 - 2.3.Information regarding various relevant documents is correct and authentic.

Dated

Signature with Seal of the Deponent (Bidder)

I/we, _____ above deponent do hereby certify that the facts
mentioned in above are correct to the best of my knowledge and belief, nothing has been
concealed there in.

Dated

Signature with Seal of the Deponent (Bidder)

Note: Affidavit duly notarized in original shall submit in the Office of Shri Vishwakarma Skill University, Haryana, Transit office: Plot No. 147, Sector 44, Gurugram (Haryana) on Technical Presentation day/date.



Annexure – VII

Affidavit regarding delisting/blacklisting, demobilization etc.

||SPECIMEN AFFIDAVIT||

(On Non Judicial Stamp of Rs. 10/-)

In response to the Tender No. for
(Name of the Tender) dated..... for quoting against the Tender as an
owner/Director/Proprietor of M/s.....

I/we _____ who is/are _____ (status in the
firm/company) and competent for submissions of the affidavit on behalf of
M/S _____ (Organization/Manufacturer/authorized
dealer/distributors/agent) do hereby solemnly affirm an oath and state that:

The firm/agency should not be black-listed/de-listed/debarred/demobilized for poor or
unsatisfactory performance from any project by Govt. of India/Any other State
Govt./Haryana Govt. or its Departments/agencies etc.

Dated

Signature with Seal of the Deponent (Bidder)

I/we, _____ above deponent do hereby certify that the facts
mentioned in above are correct to the best of my knowledge and belief, nothing has been
concealed there in.

Dated

Signature with Seal of the Deponent (Bidder)

**Note: Affidavit duly notarized in original shall submit in the Office of Shri
Vishwakarma Skill University, Haryana, Transit office: Plot No. 147, Sector 44,
Gurugram (Haryana) on Technical Presentation day/date.**

Affidavit regarding Seeking benefits/ concessions in past performance & Experience and Purchase Preference by Haryana based manufacturing Medium Enterprises

||SPECIMEN AFFIDAVIT||

(On Non Judicial Stamp of Rs. 10/-)

In response to the Tender No. for.....(Name of the Tender) dated for quoting against the Tender as an owner/Director/Proprietor of M/s

I S/o.....aged residing at Proprietor/Partner/Director of M/s..... do hereby solemnly affirm and declare that: -

1. My/our above noted enterprise M/s (Name & Address) has been issue Manufacturing Entrepreneurs Memorandum in Haryana by the District Industries Centre under acknowledgement No.....of dated.....(Self-certified copy of the same is attached as **Annexure 'A'** with this affidavit) and has been issued for manufacture of the following items in **Category Medium Enterprise** as under: -
 - I.
 - II.
 - III.
 - V.
 2. That the quoted item(s) in the tenderis all of the quoted items for which my/our above noted enterprise has been issues Manufacturing Entrepreneurs Memorandum by the Industry Department Haryana as per details at para 1 above.
 3. That my/our above-mentioned manufacturing Medium Enterprise meet all the remaining terms & conditions of the tender except past Performance & Past Experience.
 4. That my first purchase order under this benefit/concession was issued by State Government Department/State Government Agency (name of Dept./Agency) vide P.O. No.of datedfor the supply of (name of the items/ good/ work/ services) was successfully complied by above mentioned Enterprises. A Self certified copy of the same is attached **Annexure 'B'** with this affidavit.
 5. That in case the purchase Order of the quoted item is issued to me/us, it will not be outsourced or subcontracted to any other firm and the entire manufacturing of the order item sell be done in house by our Enterprise based in Haryana (address mentioned as at Sr. No. 1). Further, the billing will be done from Haryana.
-

6. That we agree to the condition that this benefit/ concession to the Medium Enterprises is Valid for one year from the date of getting the first supply order under State Public Procurement.

Dated

Signature with Seal of the Deponent (Bidder)

I/we, _____ above deponent do hereby certify that the facts mentioned in above are correct to the best of my knowledge and belief, nothing has been concealed there in.

Dated

Signature with Seal of the Deponent (Bidder)

Note: Affidavit duly notarized in original shall submit in the Office of Shri Vishwakarma Skill University, Haryana, Transit office: Plot No. 147, Sector 44, Gurugram (Haryana) on Technical Presentation day/date.

ANNEXURE – IX

**(AN AGREEMENT BETWEEN SHRI VISHWAKARMA SKILL UNIVERSITY
AND THE SUPPLIER) ***

Shri Vishwakarma Skill University (SVSU), Enacted under Government of Haryana Act No.25 of 2016 having its transit office at Plot No-147, Sector-44, Gurugram, Haryana represented through its authorized signatory **(Name of Officer)**, **(Designation of Officer)** (which expression shall unless repugnant to the context or meaning there off includes its successors and assigns) here in after referred to as **SVSU** or Owner or the **First Party**.

And

Firm Name..... having its office at, through its authorized signatory..... **(Name &Post)**, (which expression shall unless repugnant to the context or meaning there off includes its successors and assigns) here in after referred to as execution Manufacturers/Authorized Dealers/ Distributors/Agent or the **Second Party**.

Whereas SVSU has invited Tender No..... for (Name of the Tender) datedand M/s.....(Firm Name) submitted its proposal in this regard. SVSU after considering its negotiation offer has decided to engage (Firm Name) as executing agency for Tender No..... for (Name of the Tender) dated

Firm Name... (execution **Agency**) is hereby agreed to take the Tender No. for (Name of the Tender) at the quoted negotiation rates, terms and conditions contained the TENDER, Work Order/Purchase Order and duly communications of the above said work.

Now, therefore, in consideration of the mutual covenants herein contained, it is hereby agreed between the parties as follows: -

The agreement shall come into force immediately after signing of this agreement by both the parties and shall remain valid until the final completion of the job inclusive of warranty period or cancelled earlier by the Shri Vishwakarma Skill University, Haryana as per the time schedule prescribed in the tender document.

All the terms and conditions and Technical specifications contained in the Tender No. for (Name of the Tender) dated shall be the part of this agreement.

Firm Name..... (execution **Agency**) hereby declare that I shall remain bound and abide by the rates, terms and conditions and technical specifications of the aforesaid as well as TENDER, Work Order/Purchase Order and due communications of the above said work.

In Witness Whereof, the parties here to have caused this agreement to be signed in their respective names as of this day and year first above written.

Signed by

**First Party: SVSU, Gurugram
Signature with seal
Date & Place**

**Second Party:
Signature with seal
Date & Place**

In presence of (Witnesses)

1.

1.

2.

2.

***Note-This Contract is to be Signed on Rs. 100/- Non Judicial Stamp paper within 15 days after receiving of LOA/LOI by the bidder/supplier from buyer**
