



AUD/1-10 (140)/2015 -16/Convocation/

Dated: 10 November 2015

To,

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**Subject: Notice Inviting tender for supply of scarf for AUD Convocation.**

Sealed quotations are invited for supply of scarf for AUD Convocation. Separately sealed Technical Bid and Financial Bid will be kept **in another sealed cover** and submitted to the Registrar, Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi- 110 006 on or before 18-11-2015 duly superscribing **“Tender bid for supply of scarf for AUD Convocation”** on top of the cover.

Last Date of submission of tender / quotation: 18-11-2015 at 02.00 PM

Date of Opening of tender / quotation: 18-11-2015 at 03.00 PM

Bidders should read the tender document carefully as enclosed and comply strictly with the conditions, while sending their bids. Clarifications, if any, may be sought from the AUD Admin Division on Telephone No 23863655. Tender format can be downloaded from our website '[www.aud.ac.in](http://www.aud.ac.in)'.

Deputy Registrar (Admin)

Copy forwarded to:-

1. Registrar, Ambedkar University Delhi
2. Controller of Finance, Ambedkar University Delhi
3. Dean, Student Services, Ambedkar University Delhi

## Terms & Conditions

### 1. **Parties:**

The parties to the contract are the Tendering Firm and Ambedkar University Delhi (AUD).

### 2. **Scope of Work**

Supply of scarf for AUD Convocation as described in Annexure-I.

### 3. **Validity:**

The bids submitted by the Bidders shall be valid for a minimum period of 90 days, computed from the date of award of the contract.

### 4. **General Conditions:**

(a) The tender should be submitted on the prescribed tender form (**Annexure-I, II and III only**). Tender should be filled in only as per unit for which rate is called. Deviation from prescribed unit will cause rejection of the whole tender.

(b) If the cover of the tender is not sealed and marked, AUD will assume no responsibility for misplacement or premature opening of the bid.

(c) The Bidder shall bear all costs associated with the preparation of his tender document including cost of any clarifications, required by AUD. The AUD in no case will be responsible to bear these costs, regardless of conducting or outcome of the tendering process.

(d) When deemed necessary, AUD may seek clarification on any aspect from the Bidders. However, that would not entitle the Bidder to change or cause any change in the price quoted. AUD may, if so required, ask the Bidder to give presentation for the purpose of clarification on the tender. All expenses for this purpose as also for preparation of documents and other meetings will be borne by the Bidder.

(e) AUD will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.

(f) A tender determined as not substantially responsive will be rejected by the AUD and may not subsequently be made responsive by the Bidder by rectifying the non-conformity.

(g) AUD may waive off any minor infirmity or non-conformity in the tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of other Bidders. The decision of AUD in this regard will however be final and binding.

#### **5. Technical Bid :**

(a) The Technical bid, having details of the firm along with the EMD, should be submitted in the form given in Annexure–II.

(b) The Technical bid must be accompanied by a sample of the prepared AUD Convocation scarf, failing which the Tender shall be rejected out rightly.

(c) A bidder will submit EMD of Rs 5000/- in the form of Demand Draft/ Banker's Cheque along with the bid.

(d) The vendor/ supplier should be a registered firm with Trade & Taxes / Sales Tax /Service Tax Department etc. and should possess PAN, TIN (VAT), Sales tax, Service tax certificates, as applicable, copies of which should be enclosed.

#### **6. Financial Bid:**

(a) The Financial Bid should be submitted in the form given in Annexure–III.

(b) The consolidated price quoted shall be firm and final and payable for the goods delivered & installed and shall include all taxes, duties, VAT etc. as applicable.

(c) If there is a discrepancy in rates between figures and words, the amount in words will prevail.

(d) In the case of successful bidder, rates quoted shall be valid till the supplies are completed.

#### **7. Criterion for Evaluation of Tenders:**

(a) The evaluation of the tenders will be made first on the basis of technical information furnished in form given in Annexure–II and then on the basis of commercial information furnished in form given in Annexure–III.

(b) AUD will award the contract to the Bidder whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be competent to perform the contract satisfactorily. AUD shall however not bind itself to accept the lowest or any tender bid, wholly or in part.

(c) AUD will have discretion to award the contract to more than one contractor. In such a situation, other bidders shall supply at the lowest accepted rate.

## **8. Right of Acceptance and Other Provisions:**

(a) The acceptance of the tender rests with AUD. The university is not bound to accept the lowest tender bid and reserves the right to accept or reject any or all the bids without assigning any reasons thereof. AUD also reserves the right to modify and/ or relax, any terms & conditions of this tender document to safeguard its interest.

(b) AUD reserves the right to accept the whole or any part of the tender as portion of the quantity offered, which the Bidder shall supply at the rates quoted.

(c) AUD reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage.

(d) AUD reserves the right to increase or decrease quantity of the items given in the enclosed Annexure-I depending on the prevailing requirement.

(e) The copyright of the scarves designed for AUD will vest with AUD and the vendor cannot sell the same design to others.

## **9. Time Schedule for Completing of work:**

(a) The work must be completed within 10 (ten) days from date of issue of the supply order.

(b) The successful Bidder will have to get sample of the scarf approved by AUD, before execution of supply.

(c) 25% of the order will be supplied within 3 days from the date of issue of supply order, which will be checked and verified by AUD. After receiving confirmation that the quality of the material supplied was satisfactory, the vendor will supply balance 75% stock in the next 4 days.

(d) The supplier will have to arrange insurance cover for the AUD Convocation scarves during transit at his own cost, if necessary.

## **10. Terms of Payment:**

(a) Material is to be supplied by the bidder at AUD Kashmere Gate campus on specified address. Payment shall be made through NEFT transfer only and TDS as applicable will be deducted, after satisfactory supply of scarves as per the user requirement.

(b) 100% payment would be made on delivery and submission of bill. No advance payment will be released.

**11. Earnest Money Deposit (EMD):**

(a) The Technical Bid must be accompanied by Earnest Money Deposit of Rs 5000/-, submitted in the form of Demand Draft/ Banker's Cheque drawn on any Scheduled Bank in favour of "Registrar, Ambedkar University Delhi" payable at Delhi.

(b) The EMD of other bidders will be returned after placing of the order to the successful vendor.

**12. Performance Security:**

The vendor selected would be required to furnish a Performance Security equal to 5% of the cost of the supply order in the form of Demand Draft/ FDR/ Bank Guarantee from any Scheduled Bank in favour of "Registrar, Ambedkar University Delhi" payable at Delhi. In case the Performance Security is submitted in the form of Bank Guarantee, the same should be valid for a period of 3 (three) months beyond the date of expiry of the contract.

**13. Breach of Terms and Conditions:**

AUD may terminate the contract without any notice in case the vendor commits a breach of any of the terms of the contract. AUD's decision that a breach has occurred will be final and shall be accepted without demur by the vendor.

**14. Force Majeure:**

If, at any time during performance of the contract, the Contractor encounters conditions impeding timely execution of the work, he shall promptly notify AUD, in writing of the fact of delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Contractor's notice, AUD shall evaluate the situation and may at its discretion extend the time for completion.

**15. Penalty:**

In case the successful bidder fails to deliver the items within the stipulated period, a sum equal to 0.5% of the contract value of the indented items shall be deducted every day till the actual delivery, subject to maximum of 10% of the value of the supply order.

**16. Arbitration:**

(a) If dispute or difference of any kind shall arise between the AUD and the vendor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

(b) If the parties fail to resolve their dispute or difference by such mutual consultation, the same shall be referred to the sole arbitrator, to be appointed by the Vice Chancellor, AUD at Delhi as per the provisions of the Indian arbitration and Conciliation Act, 1996 and the rules framed there under. His/ Her decision will be final & binding on both the parties.

(c) The venue of arbitration shall be Delhi and the disputes shall be subject to the jurisdiction of Delhi courts only.

**Schedule of Requirement**

The schedule of requirement is given below:

	<b>Description</b>	<b>Quantity</b>
Size	5 ft x 6 inches	200 Nos.
Material	Raw silk -Thick, Grade 'A' quality material - Double layer with golden border - AUD logo in kadai/ craft work with thread in colour - Three colour border at both ends - Band of golden zari at both ends - Jhallar at both ends (Strictly made as per specimen available with the University)	
Colour	Off-white/ Cream	

**NOTE:**

- i) A specimen of prepared AUD Convocation scarf should invariably accompany the technical bid, failing which the Tender will be rejected out rightly.
- ii) Specimen of AUD Convocation scarf may be inspected with Assistant Registrar (Admin) between 10.00 a.m. to 5.00 p.m. on any working day before deadline of submission of the Tender.

Seal of the Vendor/ Supplier

Name : \_\_\_\_\_

Designation \_\_\_\_\_

Of Authorized signatory

Dated \_\_\_\_\_

**Technical Bid**

The technical bid shall contain following information in a sealed cover super scribed “**Technical Bid for supply of scarf for AUD Convocation**”. It shall consist of the following documents/ information:

1. Name & Postal address of Vendor:

Telephones Nos.:

E-mail:

Fax Nos.

Mobile Nos:

2. Sales/ Service Tax Regn No. (Attach Copy of Certificate):

3. PAN No. (Attach Copy of Certificate):

4. Details of Earnest Money Deposit (DD/ Pay Order No.):

5. List of 3 reputed clients, with telephone Nos.:

6. The tender document should be **duly signed on each page**.

Signature of the Proprietor/ Authorized Signatory

Rubber Seal indicating complete address

Place :

Date :



**Financial Bid**

The financial bid should be enclosed in a separate sealed cover super scribed “**Financial Bid for supply of scarf for AUD Convocation**” for Quantity 200 scarves. Firms must clearly indicate in their offers the different taxes and duties which they propose to charge extra mentioning clearly the present rate(s) thereof. Vague offers like “duties as applicable” shall not be considered.

	<b>Description</b>	<b>Rate (Per Scarf) inclusive of all taxes (Rs.)</b>
Size	5 ft x 6 inches	
Material	Raw silk -Thick, Grade ‘A’ quality material - Double layer with golden border - AUD logo in kadai/ craft work with thread in colour - Three colour border at both ends - Band of golden zari at both ends - Jhallar at both ends (Strictly made as per specimen available with the University)	
Colour	Off-white/ Cream	
	Total Rs.	

**Amount in words Rupees**

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Cartage : to be borne by the Vendor/ Supplier

Signature :  
Name & Designation :  
Name of the Firm/ Agency :  
Seal of bidder :  
Date :