

National Institute of Public Cooperation and Child
Development
5, Siri Institutional Area, Hauz Khas, New Delhi-
110016

Tender notice for Furniture & other Items

Sealed tender are invited by, National Institute of Public Cooperation and Child Development (NIPCCD), to provide Godrej brand furniture and other items for Administrative, Academic & Hostel Block of Regional Centre, Mohali (Punjab). The tender form may be downloaded from Institute's website (www.nipccd.nic.in) which, duly filled in, may be submitted along with a demand draft of Rs.1,00,000/- (Rupees one lakh) towards earnest money deposit drawn in favour of NIPCCD and payable in New Delhi. **The last date for submission of Tender is 3rd October 2018 at 3.00 p.m.**

राष्ट्रीय जन सहयोग एवं बाल विकास संस्थान
5, सीरी इंस्टीट्यूशनल एरिया, हौज खास, नई दिल्ली-110016

फर्नीचर व अन्य वस्तुओ हेतु निविदा सूचना

राष्ट्रीय जन सहयोग एवं बाल विकास संस्थान (निपसिड) द्वारा संस्थान के क्षेत्रीय केन्द्र, मोहाली के प्रशासनिक, शैक्षिक, व छात्रावास भवन के लिये **फर्नीचर (गोदरेज ब्रांड) व अन्य वस्तुओ** हेतु मुहरबंद निविदा फार्म/प्रपत्र आमन्त्रित की जाती हैं। निविदा प्रपत्र एवं विवरण को संस्थान की वेबसाइट (www.nipccd.nic.in) से डाउनलोड किया जा सकता है। इस प्रपत्र के साथ टेंडर प्रपत्र शुल्क की प्रतिभूति राशि 100000/- (एक लाख मात्र) डिमांड ड्राफ्ट के रूप में **निपसिड, नई दिल्ली** के पक्ष में देय भेजना होगा। निविदा दाखिल करने की अंतिम तिथि 03.10.2018 को **अपराह्न 3:00** बजे तक डाल सकते हैं।

राष्ट्रीय जन सहयोग एवं बाल विकास संस्थान,
क्षेत्रीय केन्द्र मोहाली, संस्थान नं0 87, पुलिस हाउसिंग बोर्ड मुख्यालय के पीछे , एस.ए.एस नगर,
सेक्टर 79, पंजाब

**NATIONAL INSTITUTE OF PUBLIC COOPERATION AND CHILD DEVELOPMENT,
Regional Centre Mohali, Institution No. 87, Behind Police housing Board Headquarters (Under
Construction)
S.A. S. Nagar, Sector 79, Punjab .**

फार्म / प्रपत्र सं.—.....
FORM NO.....

**निपसिड़ परिसर में फर्नीचर व अन्य वस्तुओ हेतु मुहरबंद निविदा फार्म / प्रपत्र
Sealed Quotation Form for Furniture & other Items at NIPCCD Premises**

सेवा में,

क्षेत्रीय निदेशक प्रभारी
क्षेत्रीय केन्द्र मोहाली
राष्ट्रीय जन सहयोग एवं बाल विकास संस्थान
कमरा नं0 202 निपसिड, 5 सीरी इंस्टीट्यूशनल एरिया,
हौजखास, नई दिल्ली-110016

To

Regional Director Incharge
Regional Centre Mohali
National Institute of Public Cooperation
and Child Development
Room No. 202, 5, Siri Institutional Area, Hauz Khas, New Delhi-110016.

विषय :-निपसिड परिसर एस ए एस नगर,सेक्टर 79, मोहाली, पंजाब में फर्नीचर व अन्य वस्तुओं हेतु मुहरबंद निविदा

**Subject: Sealed quotation for providing Godrej Furniture & other Items at NIPCCD
Campus, S.A.S Nagar, Sector 79, Mohali, Punjab.**

1. एजेंसी/संस्था/निविदा दाता का नाम :
Name of the Agency/Tenderer
2. पता (टेलीफोन/फैक्स नम्बर सहित) :
Address (with telephone/fax nos.)
3. पंजीकरण/अनुज्ञा (लाइसेंस) नम्बर एवं जारीकर्ता प्राधिकारी :
(यह अनिवार्य है और एक प्रति संलग्न की जाये)
Registration / License No. and issuing Authority (This is mandatory and a copy may be enclosed)
4. संस्था का प्रकार :
(एकल मालिक/साझेदारी, कम्पनी आदि)
Type of Establishment
(Sole Proprietor/Partnership/Company etc.)
5. आज तक निष्पादित संविदाएं/ठेके :
Contracts executed till date

क्र. सं.	संस्था का नाम	कार्य का प्रकार	वार्षिक लागत (रु.)
Sl.No.	Name of the Organization	Type of work	Annual Cost(Rs.)
i.			
ii.			
iii.			
iv.			
v.			

नोट : प्रस्तुत किये गये वर्तमान के कार्यों को तारांकित करके उनका उल्लेख किया जाना चाहिए (यह अनिवार्य है) संविदा प्रदान किये जाने वाले पत्रों की सत्यापित प्रतियाँ संलग्न करें।

Note: Present assignments in hand should be indicated by asterisk (This is mandatory).
Attach attested copies of award letters.

6. दरें अनुलग्नक- I में उद्धृत हैं।
Rates are quoted in Annexure-I
7. आयकर समाशोधन प्रमाण-पत्र पिछले तीन वर्ष का (निर्धारण वर्ष 2017-18 तक) संलग्न है।
Income tax clearance certificate previous three year (upto Assessment Year 2017-18) is attached.
8. जीएसटी पंजीकरण नम्बर (प्रति संलग्न)
GST Registration No.(Copy Enclosed)
9. निविदा प्रलेखों में उल्लिखित सभी सेवा शर्तें मुझे/हमें स्वीकार्य हैं। संस्थान द्वारा प्रदत्त सेवा शर्तें निविदा प्रलेखों का भाग हैं, जिनके हर पृष्ठ पर मैंने/हमने हस्ताक्षर कर दिये हैं।
All the terms and conditions, as mentioned in the tender documents, are acceptable to me/us. The terms and conditions provided by the Institute as part of tender documents have been signed by me/us on each page.
10. मैं अधोहस्ताक्षरी श्री/सुश्री एतद द्वारा यह प्रमाणित करता/करती हूँ कि मैं संस्था की ओर से दरें उद्धृत करने के लिए सक्षम हूँ (व्यक्तियों के लिए लागू नहीं है)
I, the undersigned Mr./Ms. do hereby certify that I am competent to quote rates on behalf of the firm (Not applicable for individuals).

निविदा दाता का नाम एवं हस्ताक्षर
(संस्था की रबर की मुहर सहित)
(Name and Signature of the Tenderer)
Rubber Stamp of the Agency)

दिनांक : _____

Dated: _____

राष्ट्रीय जन सहयोग एवं बाल विकास संस्थान,
क्षेत्रीय केन्द्र मोहाली, संस्थान नं. 87 पुलिस हाउसिंग बोर्ड मुख्यालय के पीछे, एस.ए.एस नगर,
सेक्टर 79, पंजाब

NATIONAL INSTITUTE OF PUBLIC COOPERATION AND CHILD DEVELOPMENT,
Regional Centre Mohali, Institution No.87 Behind Police Housing Board Headquarters (Under Construction)
S.A.S Nagar, Sector 79, Punjab.

निपसिड क्षेत्रीय केन्द्र, मोहाली के प्रशासनिक, शैक्षिक, व छात्रावास भवन के लिए गोदरेज ब्रांड फर्नीचर व अन्य वस्तुओ हेतु संविदा की सेवा शर्तें कार्य प्रदान करने पर संविदा दायित्व में परिवर्तित होंगी।

TERMS AND CONDITIONS OF CONTRACT SUPPLY OF GODREJ FURNITURE & OTHER ITEMS IN RESPECT OF ADMINISTRATIVE, ACADEMIC & HOSTEL BLOCK OF NIPCCD, REGIONAL CENTRE, MOHALI

I. कार्य का क्षेत्र
SCOPE OF WORK

- | | | |
|--|---|---|
| 1. भवन का नाम | : | राष्ट्रीय जन सहयोग एवं बाल विकास संस्थान, (निपसिड) परिसर |
| Name of the Building | | National Institute of Public Cooperation And Child Development (NIPCCD) Campus |
| 2. पता / भवन का स्थान | : | संस्थान नं. 87, पुलिस हाउसिंग बोर्ड मुख्यालय के पीछे, एस.ए.एस नगर,सेक्टर 79, मोहाली, पंजाब |
| Address/location of the building | | Institution No. 87, Behind Police Housing Board Headquarters, S.A.S Nagar, Sector 79, Mohali, Punjab. |
| Providing furniture as stated in annexure -I | | |

Instructions to Bidder

1. Eligibility Conditions:

- A) Bidder should have well established furniture Show-room/Dealer for the supply of Godrej brand furniture.
- B) Bidder should have satisfactory service record of supply of furniture with atleast one/Two/Three major PSUs / Govt. Organizations within last five years ending on 30.09.2018.
- C) Certificate of registration from Directorate of Industries and Commerce or from well established a firm dealing with supply of furniture having a registration certificate for the said job has to be submitted in tender along with following documents:
 - I. PAN No.
 - II. Proprietorship Certificate/ Partnership Deed/ Memorandum & Article of Association.
 - III. Certificate / Undertaking for having well-established furniture show room / dealership / Manufacturer.
 - IV. Authorized Dealership Certificate from Godrej must be enclosed.

2. Cost of Bidding:

The Bidders shall bear all costs associated with the preparation and submission of the Bid. National Institute of Public Cooperation & Child Development (NIPCCD) in no case shall be responsible for these costs regardless of the conduct or outcome of the Bidding process.

3. Bid Document:

Bid Document includes:-

- I Notice Inviting Tender
- II Acceptance Letter & Tender Form
- III Scope of Work
- IV Instructions to Bidders
- V General Conditions of Contract
- VI Special Conditions of Contract
- VII Bill of Quantities (BOQ)
- VIII. Annexure –I

3.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all the information required as per Bid Documents or submission of the Bids not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk and may result in rejection of the Bid.

3.2 A prospective bidder requiring any clarification on the Bid Document shall notify NIPCCD in writing. NIPCCD shall respond the same regarding clarification sought by the Bidder regarding Bid Document, if it is received not later than 3 days prior to the date of submission of Tender.

3.4 Any clarification issued by NIPCCD in response to query raised by prospective Bidders shall form an integral part of Bid Documents and it may amount to an amendment of relevant clauses of the Bid Document.

4. Amendment/ Corrigendum to Bid Document:

At any time, prior to the date of submission of Bid, NIPCCD may, for any reason whether at its own initiative or in response to a clarification required by a prospective Bidder, modify the Bid Documents by amendments and these amendments will be binding on them.

5. Documents Comprising the Bid:

- I. Documentary evidence regarding establishment in accordance with clause that the Bidder is eligible to Bid and is qualified to perform the contract if his Bid is accepted.
- II. Cost of Tender & EMD furnished is in accordance with tender clause.
- III. Cost of tender form is Rs.100/- only. However, it will be free if the same downloaded from website.
- IV. Bid Form and Bill of Quantities completed in accordance with tender clause.
- V. Partnership Deed or Proprietorship Certificate or Articles / Memorandum of Association as the case may be.
- VI. The Bidder shall furnish the particulars of his past performance with PSUs / Govt. Agencies as per tender clause.

NOTE: The bidder will be fully responsible for correctness of all credentials/documents submitted along with the tender. The false credentials/documents may lead to termination of the offer.

6. Bid Form:

The Bidder shall complete the Bid Form and the appropriate price schedule (BOQ) furnished in the Bid Document covering the services to be rendered.

7. Price Bid:

I. The Bidder is advised to understand the magnitude of the job involved before submitting their Bids. The supply of the Items shall strictly be as per the specifications. The Bidder shall quote the composite price for all the items inclusive of all Taxes such as GST/Excise Duty, Turn Over Tax, Cess, royalty, transit insurance against fire, theft etc. and any other charges levied by the State Government/Central Government/Local Authorities till supply of all the materials including packing, loading, transportation including octroi, interstate

entry permit, road permit etc., unloading and placement / handling and installation etc. complete in each BOP.

- II. No extra charges will be paid other than the rate quoted by the bidder in any case.
- III. Payment will be made only after supply of 100% total items mentioned for each BOP.
- IV. The Bidder will have to arrange at their own cost Pre-dispatch inspection of all the items before delivery by a committee NIPCCD.
- V. S.D. & I.S.D. will be retained by NIPCCD till completion of Defect Liability Period for each BOP over which no interest will be paid.
- VI. The rate should be quoted in figures as well as in words as per price schedule (BOQ) for all the Items.
- VII. The price quoted by the Bidder shall remain fixed during entire period of contract including extended period of contract, if any and shall not be subject to variations on any account. A Bid submitted with an adjustable price quotation will be treated as non responsive and rejected.

8. Earnest Money Deposit

- I. The bidder shall furnish as part of bid the EMD as per tender clause.
- II. The Bid Security is required to protect the NIPCCD against the risk of Bidder's conduct, which would warrant the security's forfeiture pursuant.
- III. A Bid not submitted in accordance with terms & conditions shall be rejected by the NIPCCD as non-responsive at the Bid opening stage.
- IV. The Bid Security of the unsuccessful Bidder will be discharged /returned as promptly as possible within the period of the Bid validity pursuant to tender clause.
- V. The successful Bidder's Bid security will be discharged/adjusted upon the Bidder's acceptance of the Letter of Intent satisfactorily in accordance with tender clause and furnishing the performance security.
- VI. The Bid Security may be forfeited:

If the Bidder withdraws his Bid during the period of Bid validity specified in the Bid Form

OR

In the case of successful Bidder, if the Bidder fails to sign the contract in accordance with tender clause

OR

Fails to furnish ISD/performance security in accordance with tender clause

OR

Fails or refuse to honor his own quoted price for all/any Item.

Note: In the above cases the bidder will not be eligible to participate in the Tender for one year from the date of issue of Letter of Intent.

9. Format and Signing of Bid:

I. The Bidder shall prepare a complete set of original Bid, typed or printed and shall be signed and stamped by the Bidder or a person duly authorized on each page to bind the Bidder of the contract. The letter of authorization shall be indicated by written Power of Attorney accompanying the Bid.

II. The cutting, over writing, erasures etc. if any in the Bid made by the Bidder shall be signed and stamped.

10. Submission of Bids:

The Tender is to be submitted in two separate sealed covers marked as under by 03.10.2018 at 3.00 p.m. :

(a) Envelope-1 (Technical Bid): This ENVELOPE shall contain **Acceptance Letter in the letter head for unconditional acceptance of the tender condition as per proforma given in tender document, Cost of Tender Document, Earnest Money Deposit, All credentials for eligibility along with supporting documents as per tender clause.**

(b) Envelope-2 (Price Bid): This ENVELOPE shall contain the Total Tender Document i.e. NIT, GCC, SCC and BOQ duly filled in, signed & stamped on each page by the Bidder. Cutting or overwriting if any shall be signed & stamped by the bidder. All proforma forming part of tender document shall be filled in signed & stamped by the bidder.

Both the envelopes i.e. Envelope-1 (Technical Bid) and Envelope-2 (Price Bid) shall be individually sealed and will have to be placed in separate sealed envelope i.e. outer envelope, which should be properly sealed addressed to the **Regional Director, Room No. 202, National Institute of Public Cooperation & Child Development, 5 Siri Institutional Area, Hauz Khas, New Delhi 110016.**

All the Envelopes should be marked as: **"TENDER FOR SUPPLY OF FURNITURE AND OTHER ITEMS FOR ADMINISTRATIVE, ACADEMIC & HOSTEL BLOCK OF NIPCCD, REGIONAL CENTRE, MOHALI (PUNJAB)".**

(C) Any Bid received after the date & time of tender submission shall not be considered and shall be returned to the Bidder unopened. NIPCCD shall not be responsible for any postal or other delays and bidder shall take care to ensure the submission of tender at place of submission of tender before due date & time fixed for tender receipt.

11. Bid Opening

(I) NIPCCD shall open Bids in the presence of Bidders or their representative who wish to be present at the time of opening of Bids on **03.10.2018 at 3.30 p.m** . First, the Envelope-1 of the tenderer shall be opened. Tenderer who un-conditionally accept the tender conditions and enclosed all the documents as per requirements including Earnest Money & Cost of tender document shall be considered for the opening of their price bid; and

Envelope-2 of such tenderer shall only be opened after verification of Envelope-1. The date and time of opening of the Price Bid of the qualified agencies will be informed in due course. The tenders not accompanied by un-conditional acceptance of tender conditions shall be rejected and such tenderer shall not be allowed to attend price bid opening (Envelope2).

(II) Once the tenderer has given an unconditional acceptance to the tender conditions in its entirety, he is not permitted to put any remark(s)/conditions(s) (except unconditional rebate on price, if any) in/along with the tender document.

(III) In case the condition mentioned above is found violated at any time after opening of tender, the tender shall be summarily rejected and NIPCCD shall, without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money Deposit as specified above.

12. Evaluation

Bid should be submitted in three envelopes as mentioned above.

(I) NIPCCD shall evaluate the Bids to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed and stamped, whether Bids are generally in order.

(II) Prior to detailed evaluation, NIPCCD will determine the substantial responsiveness of each Bid to the Bid Document. A substantially responsive Bid is one, which confirms to all the terms and conditions of Bid Document without material deviation. A Bid determined as substantially non - responsive will be rejected by NIPCCD.

(III) NIPCCD shall evaluate in detail and compare the substantially responsive Bids and comparison of Bids shall be on the quoted rate inclusive of all levies, taxes and charges etc. in the price schedule (BOQ) of the Tender Document.

(IV) In case of any discrepancy between the rates quoted in figures and words, the rate on which the amount has been worked out shall be taken as correct. If the amount of an item is not worked out by the bidder or it does not correspond with the rate written either in figure or in words, then the rate quoted by the bidder in words shall be taken as correct. Where the rates quoted by the bidder in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will be taken as correct and not the amount.

13. Award of Contract

(I) NIPCCD shall consider placement of Letter of Intent to lowest Bidder whose offer has been found technically, commercially and financially accepted. The Bidder shall **within 3 days** of issue of Letter of Intent, give his acceptance along with performance security.

(II) NIPCCD reserves the right to terminate a contract by giving 07 days' notice and without assigning any reason thereof.

14. Right to Vary Quantities

NIPCCD reserves the right to increase or decrease the Tendered quantity of Items specified in the scheduled of requirements (BOQ) without any change in the rates or other Terms and Conditions.

15. Period of Validity of Bids

The tender for the works shall remain open for acceptance for a period of 7 (Seven) days from the date of opening of tender. The Earnest Money will be forfeited in case the bidder withdraws his tender during the validity period or in case he changes his offer to his benefits which are not acceptable to NIPCCD. The validity period may be extended on mutual consent.

16. The tenderer shall be deemed to have gone through the various conditions and clauses of the tender and visited the site before quoting their rates. Once they make an offer for this work, No claim whatsoever shall be entertained on this account.

17. Canvassing whether directly or indirectly in connection with tenders is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection.

GENERAL CONDITIONS OF CONTRACT

1. Application

Submission of Bid against this offer shall bind the Bidder for the acceptance of all the conditions specified herein.

2. Security:

(I) The successful Bidder shall be required to deposit an amount equal to 10% (ten percent) of the awarded value within 7 days of issue of Letter of Intent, as Performance Security for each BOP.

(II) Performance Security for each BOP shall be submitted in the form of Demand Draft/PO in favour of NIPCCD payable at New Delhi. The ISD/Performance Security in any other form shall not be accepted.

(II) Performance Security of each BOP will be released after successful completion of Defect Liability Period and Agency's performance obligations under the contract.

(III). If the agency fails or neglects any of his obligations under the contract it shall be lawful for NIPCCD to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure.

3. Signing of Contract

Agency shall purchase 4 Nos. agreement papers @ Rs.1000/- (Rs. One Thousand only i.e. same as cost of tender document) each and shall complete all the formalities and sign the agreement within 3 days of issue of letter of intent. In case, the agency does not sign the agreement as above or start the work within 3 days of the issue of letter/telegram of intent, his earnest money deposited with NIPCCD as stipulated herein before is liable to be forfeited and letter of intent consequently will stand withdrawn.

(I) The agreement shall be executed on non-judicial stamp paper of appropriate value and the cost of the stamp paper shall be borne by the agency.

(II) The stamp duty if any on the contract agreement levied by the Government or any other statutory body shall be paid by the agency.

4. JURISDICTION

The agreement will be executed at Delhi on non-judicial stamp paper purchased in Delhi and the Courts in Delhi alone will have jurisdiction to deal with matters arising there from to the exclusion of all other courts.

5. Annulment of Award.

Failure of the successful Bidder to comply with the requirement of Clause No.3.0 shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD in which event NIPCCD may make the award to any other Bidder at the discretion of NIPCCD or call for new Bids.

6. Defects Liability Period.

12 (Twelve) months from the last date of supply of total consignment of each BOP. Any defect in any item discovered and brought to the notice of the agency forthwith shall be attended to and replaced with a new one of the same specification by him at his own cost and expense. In case the agency fails to carry out these replacements, the same may without prejudice to any other right or remedy available, be got replaced by NIPCCD at the cost and expenses of the agency.

7. Execution Time Limit.

The time period as stipulated in the contract or letter of Intent shall be deemed to the essence of the contract.

8. Payment Terms:

(I) The supplier has to submit bill after supply and installation of all items and hundred percent (100%) of the billed amount shall be released by NIPCCD into the bank account (to be intimated by the agency) after duly checked, passed and vetted by the competent officer and in accordance with tender clause. Payment may be released through PFMS.

(II) The bill(s) for the work in duplicate prepared on the basis of the accepted quantities and rates will have to be submitted by the agency to NIPCCD for effecting Payment together with receipted delivery vouchers/challans for the supply made and other documents in support of the items charged for in the bill.

9. Income Tax Deduction.

Income tax deduction shall be made from all payments made to the agency as per existing provisions of Income Tax Act.

10. Taxes and Duties.

(I) The agency shall be responsible for the payment wherever payable at his own cost of all taxes such as GST, etc. including the purchase tax, consignment tax, work contract tax, or any other similar tax in the state concerned, turnover tax, toll tax, octroi charges, royalty, cess, levy and other tax(s) or duty(s) which may be specified by local/ state/central government authorities from time to time on all materials/ articles which may be used for this work. The rates quoted by the agency in the tender in bill of quantities shall be inclusive of all such taxes, duties etc. The imposition of any new and / or increase in the aforesaid taxes, duties, levies (including fresh imposition of any other Tax) that may arise during the currency of the contract shall be borne by agency and shall not be paid to the agency by NIPCCD. In the event of non-payment /default in any payment of any of the above taxes, NIPCCD reserves the right to withhold the dues/payments of agency and make payment to local/ state/central government authorities or to laborers as may be applicable.

(II) The rates quoted by the agency shall be deemed to be inclusive of all such taxes and nothing extra shall be payable on this account.

(III) The rates quoted by the agency shall be deemed to be inclusive of all taxes like GST, etc

11. Royalty on Materials.

The agency shall deposit royalty at his own and obtain necessary permit/forest permit for use of forest produce or for use of any material required from the local authorities.

12. Escalation Payment: Escalation is not payable under any circumstances.

13. Delay and Liquidated Damages.

(I) The entire job will be rejected if the same has not been carried out in accordance with the specifications. In case of delay of supply of new furniture beyond stipulated time, necessary recovery will be made from the bills submitted by the agency. Any sum of money due and payable to the agency under this contract may be appropriated by the NIPCCD and set off against any claim of the NIPCCD. Should the agency fail to deliver the new furniture within the period prescribed for delivery, the NIPCCD shall be entitled to recover 0.50% of the value of delayed supply for each week of delay or part thereof for a period upto 10 weeks and thereafter the rate of 0.70% of the value of the delayed supply for each week of delay or part thereof for another 10 weeks of delay provided the total amount of compensation shall not exceed 10 (ten) % percent of the awarded value of works/ supply.

(II) In case of failure of the agency to supply new furniture Items within the stipulated time strictly conforming to the specification, NIPCCD may get the work done through any other agency or from open market at the agency's risk and expenses, but without prejudice to any other rights which the NIPCCD may have against the agency.

14. Termination of Contract:

(I) If the agency fails to supply the items within the period (s) specified in the contract or any extension thereof granted by NIPCCD.

(II) If the agency fails to perform any other obligation (s) under the contract.

(III) If the performance is found unsatisfactory due to the negligence of the agency, NIPCCD, without prejudice to any other remedy, for breach of contract rescind the contract and the performance security will be forfeited. Depending upon the severity of negligence, NIPCCD reserves the right to blacklist the agency from further participation in any of NIPCCD Tenders. The decision of NIPCCD shall be final in this regard.

15. Termination for Insolvency.

NIPCCD may also by giving written notice and without compensation to the agency terminate the contract if the agency becomes unwilling, bankrupt or otherwise insolvent, without affecting NIPCCD's right of action.

16. Termination of Contract on Death of Contractor.

Without prejudice to any of the right or remedies under this contract if the bidder/supplier dies, the Director, NIPCCD shall have the option of terminating the contract without compensation to the bidder/supplier.

17. Force Majure:

Any delay in or failure of the performance of either party hereto shall not constitute default hereunder to give rise to any claims for damages, if any to the extent such delay or failure or performance is caused by occurrences such as acts of God or the public enemy, expropriation or confiscation of facilities by Govt. authorities, compliance with any order or request of Govt. authorities, acts of war, rebellions, sabotage, fire, floods, illegal strikes or riots (otherwise than among the contractors employees). Only extension of time shall be considered for Force Majeure conditions as accepted by NIPCCD. No adjustment in contract price shall be allowed for reasons of force majeure.

18. The agency shall not be permitted to tender for works if his near relative is posted as an Accountant or an Officer or any higher ranks in the Headquarters or concerned Regional Centre of the NIPCCD. The agency shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any of the officers in NIPCCD. Any breach of this condition by the tenderer would render him liable to the withdrawal of the work awarded to him and forfeit of Earnest Money and Security Deposit. This may also debar the agency from tendering for future works under NIPCCD.

19. Indemnity against Patent Rights.

The agency shall fully indemnify the NIPCCD from and against all claims and proceedings for or on account of any infringement of any patent rights, design, trademark or name or other protected rights in respect of any manufacturing equipment, machine work or material used for in connection with the works or temporary works.

21. Law Governing the Contract.

This contract shall be governed by the Indian Laws from time to time being in force.

23. No Compensation for Cancellation/Reduction of Works:

If at any time after the commencement of the work the NIPCCD shall for any reason whatsoever is required to abandon the work or is not require the whole work therefore as specified in the tender to be carried out, The Director, NIPCCD shall give notice in writing of the fact to the agency, who shall have no claim to any payment of compensation whatsoever on account of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out or fore-closure, neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve curtailment of the work as original contemplated.

24. Prohibition on Subletting

(I) The agency shall not sublet or assign the whole or part of the works except where otherwise provided, by the contract and even then only with the prior written consent of the NIPCCD and such contract if given shall not relieve the agency from any liability or obligation under the contract and he shall be responsible for the acts, defaults or neglects of any sub agency, his agents, servants or work man as full as if they were the acts, defaults or neglects of the agency, his agent, servants or work man provided always that the provision of labour on piece work basis shall not be deemed to be a subletting under this clause.

(II) The agency may entrust specialist items of works to the agencies specialized in the specific trade. The agency shall give the names and details of such firm whom it is going to employ for approval of NIPCCD. These details shall include the expertise, financial status. Technical manpower, equipment, resources and list of works executed and on hand of the specialist agency.

25. Delay by NIPCCD or Their Authorized Officer.

In case the agency's performance is delayed due to any act or omission on the part of NIPCCD or his authorized officer, then the agency shall be given due extension of time for the completion of work, to the extent such omission on the part of the NIPCCD has caused delay in the agency's performing of his work. No adjustment in contract price shall be allowed for reasons of such delays and extensions granted except as provided in tender document, where in the NIPCCD reserves the right to seek indulgence of agency to maintain the agreed Time Schedule of Completion. In such an event the agency shall be obliged to arrange for working by agency's personal for additional time beyond stipulated working hours as also on Sundays and holidays and achieve the completion date/interim targets.

26. Suspension of Works.

(I) The agency shall, on receipt of the order in writing of the Director, NIPCCD suspend the progress of the works or any part thereof for such time and in such manner as the Director NIPCCD may consider necessary for any of the following reasons;

- i) On account of any default on part of the agency, or
- ii) For proper execution of the works or part thereof for reason other than the default of the agency, or
- iii) For safety of the works or part thereof.

The agency shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Director NIPCCD

(II) If the suspension is ordered for reasons (ii) and (iii) in sub-para (a) above.

- i) the agency shall be entitled to an extension of the time equal to the period of every such suspension plus 25%. No adjustment of contract price will be allowed for reasons of such suspension, except as provided in tender documents.

ii) In the event of the agency treating the suspension as an abandonment of the Contract by NIPCCD, he shall have no claim to payment of any compensation on account of any profit or advantage which he may derived from the execution of the work in full.

SPECIAL CONDITIONS OF CONTRACT

1. The Special Conditions of Contract shall supplement the "Instructions to the Bidders" and General Conditions of the Contract as contained in Tender Document. Whenever there is a conflict, the provisions herein shall prevail.

2. Introduction.

The work is of Supply of New Furniture Items in NIPCCD, Regional Centre Mohali in the state of Punjab and being funded by Ministry of Women & Child Development, Govt. of India.

3. Place of Supply:

The place of supply of furniture & other items is NIPCCD, Regional Centre Mohali falls in Sector-79, Mohali (S.A.S. Nagar) Punjab. The tender shall be accompanied by Letter of Acceptance and letter of undertaking.

4.1 Any tender not accompanied by Letter of Acceptance in accordance with aforesaid provision of Notice Inviting Tender shall be rejected.

4.2 Once the bidder has given an unconditional acceptance to the tender conditions in its entirety, he is not permitted to put any remark(s)/condition(s) (except unconditional rebate on price, if any) in/along with the tender.

4.3 In case the conditions 4.1 & 4.2 mentioned above are found violated at any time after opening of tender, the tender shall be summarily rejected and NIPCCD shall, without prejudice to any other right or remedy, be at liberty to forfeit the full consolidated Earnest Money submitted with the tender.

5.0 Site Visit and Collecting Local Information:

The bidder is advised to visit the site and to ascertain by himself the working security logistics and other constraints at site. Before tendering, the bidder is advised to visit the site, its surrounding, access and satisfy themselves about the local conditions such as approach roads to the site, application of taxes, duties and levies as applicable, & any other relevant information required by them to execute complete scope of work. The bidder may obtain all necessary information as to risks, contingencies & other circumstances which may influence or affect their tender. Bidder shall be deemed to have considered site conditions whether he has inspected it or not and to have satisfied himself in all respect before quoting his rates and no claim or extra charges whatsoever in this regard shall be entertained / payable by the NIPCCD at a later date.

7. NIPCCD reserves the right to award the work to a single party or to split the work amongst two or more parties as deemed necessary without assigning any reason what so ever.

8. No Escalation Payment / Price Variation Adjustment: The rates quoted by the bidder shall be firm and fixed for entire contract period as well as extended period for completion of works. All rates as per bill of quantities (BOQ) shall be firm & fixed for entire contract period as well as for extended period for completion of the project. No claim on account of any price variation / Escalation on whatsoever ground shall be entertained at any stage of works.

9. The rates and prices to be tendered in the bill of quantities are for completed and finished items of works and complete in all respects. It will be deemed to include cost of transportation, insurance liabilities, Tax(s) like GST, installation including labour & supervision, materials, all temporary works, erection, Supplier's profit (if any).

10. Mode of Payment.

All payment/s shall be released by NIPCCD into the bank account (to be intimated by the agency) through PFMS against supply and installation of all items by the agency and after duly checked, passed and vetted by the competent officer and in accordance with tender clause. Payment may be released through online (PFMS).

11. NIPCCD reserves the right to disqualify such Bidders who have a record of not meeting contractual obligations against earlier contracts.

12. **Bidder must submit rate only Godrej Brand in the case of furniture. Rate for any other brand for furniture items will not be considered/accepted.** However, rates of other brand may be quoted for items other than furniture. Further, bidder must specify the name of brand for other items while quoting rate(s).

13. NIPCCD is not bound to accept the lowest Tender or any Tender or to assign any reason for rejecting any or all the Tenders. It also reserves the right to accept/reject part/whole or any Tender(s) at their sole discretion without assigning any reason thereof. Decision of Director NIPCCD in this matter shall be final and binding.

14. The person signing the Tender Form or any document forming part of the contract on behalf of another or on behalf of a firm shall be responsible to produce a proper power of attorney duly executed in his favour, stating that he has all the authority on behalf of other person or the firm, as the case may be in all matters pertaining to the contract.

15. All the new furniture Items should be supplied duly tied up in suitable manner to avoid scratches and any damages.

16. The agency shall whenever called upon to do so give full information with regard to the work in hand and shall also permit any officer deputed by NIPCCD to inspect the premises at all reasonable times and shall provide all assistance and information as may be required in connection with the contract.

17. Lowest Tenderer will be selected based on the total lowest quoted cost acceptable to NIPCCD for each BOQ.

18. NIPCCD reserves the right to reject the whole lot in case the quality of new furniture is not good of the quantity as per specification of Tender.

हस्ताक्षर
निविदादाता का नाम एवं पता
Signature
Name and Address of Tenderer

दिनांक :
Date :
स्थान :
Place :

सेवा में,

क्षेत्रीय निदेशक प्रभारी
क्षेत्रीय केन्द्र मोहाली
राष्ट्रीय जन सहयोग एवं बाल विकास संस्थान
कमरा नं0 202 निपसिड, 5 सीरी इंस्टीट्यूशनल एरिया,
हौजखास, नई दिल्ली-110016

To

Regional Director Incharge
Regional Centre Mohali
National Institute of Public Cooperation
and Child Development
Room No. 202,
5, Siri Institutional Area,
Hauz Khas New Delhi-110016.

विषय : निपसिड परिसर संस्थान नं. 87, एस.ए.एस नगर,सेक्टर 79, मोहाली, पंजाब के प्रशासनिक, शैक्षिक, व छात्रावास भवन के लिय फर्नीचर व अन्य वस्तुओ हेतु मुहरबंद निविदा

Subject: Sealed quotation for **Supply of Godrej Furniture & Other Items for Administrative, Academic & Hostel Block of NIPCCD, Regional Centre, Mohali.** Institution No.87, S.A.S Nagar, Sector 79, Mohali, Punjab.

1. निविदादाता एजेंसी का नाम :
Name of the Agency Tendered
2. पता (टेलीफोन/फैक्स) नम्बर सहित :
Address (with telephone/fax nos.)
3. पंजीकरण/(लाइसेंस) नम्बर एवं प्राधिकारी :
Registration/Licence No. and Authority
4. संस्था का प्रकार :
(एकल मालिकाधिन/साझेदारी आदि)
Type of Establishment
(Sole Proprietor/Partnership etc.)
5. आज तक निष्पादित संविदाएं/ठेके; :
Contracts executed till date

क्र. सं.	संस्था का नाम	कार्य का प्रकार	वार्षिक लागत(रु.)
Sl.No	Name of the Organization	Type of work	Annual Cost(Rs.)
i.			
ii.			
iii.			
iv.			
v.			

नोट:-वर्तमान के कार्यो को तारांकित करके उनका उल्लेख करना चाहिए।

Note: Present assignments in hand should be indicated by asterisk.

6. निदेशक, निपसिड, नई दिल्ली के पक्ष में देय रू. 100000/- (रूपये एक लाख) की धरोहर राशि डिमाण्ड ड्राफ्ट सं.दिनांकद्वाराबैंक कीशाखा में जमा कर दी गयी है।
Earnest money deposited vide Bank Draft No. _____ dated _____ drawn on _____ Bank _____ Branch amounting to Rs. 1,00,000/- (Rupees one lakh only) in favour of Director, NIPCCD payable at New Delhi.
7. दरें अनुलग्नक- I में उद्धृत हैं।
Rates are quoted in Annexure-I
8. आयकर समाशोधन प्रमाण पत्र पिछले तीन वर्ष का (निर्धारण वर्ष 2017-18 तक) संलग्न है।
Income tax clearance certificate previous three year (upto Assessment Year 2017-18) is attached.
9. निविदा प्रलेख में उल्लिखित सभी सेवा शर्तें मुझे/हमें स्वीकार्य हैं।
All the terms and conditions, as mentioned in the tender documents, are acceptable to me/us.
10. हमारा पंजीकरण कार्यालय में है।
We are registered with _____.
11. मैं अधोहस्ताक्षरी श्री सुश्रीएतद द्वारा यह प्रमाणित करता/करती हूँ कि संस्था/फर्म की ओर से दरें उद्धृत करने के लिए मैं सक्षम हूँ।
(व्यक्तियों के लिए लागू नहीं है)।
I, the undersigned Mr./Ms. _____ do hereby certify that I am competent to quote rates on behalf of the firm (Not applicable for individuals).

निविदा दाता का नाम एवं हस्ताक्षर
(संस्था की रबर की मुहर सहित)
(Name and Signature of the Tenderer)
Rubber Stamp of the Agency)

दिनांक : _____

Dated: _____