





Phone Ro (62164) 272414, 8275766613 Web : http://geekarad.sc.in Email: principal/o/geekarad.sc.in, principal.geockarad.o/demaharashtrs.gov.in Govt. of Maharashtra GOVT. COLLEGE OF ENGINEERING, KARAD (An Autonomous Institute of Govt. of Maharashtra) Vidyanagar, Karad -415124 Dist.-Satara

> Ref. No. : GCEK-2024-ENTC-FUR **3813** E-Tender form Fee Rs. 10,000/-Processing Fee – Rs. 500/-E.M.D. – Rs. 1,00,000/-

E.M.D. – Rs. 1,00,000/-26 SEP 2024 Digitally sealed tenders (Two-Bid System) as per e-tendering system are invited by office of The Principal, Govt. College of Engineering, Karad for the supply of following.

<u>Please refer to Instructions for Bidders. These are available on e-tendering web portal</u> <u>https://mahatenders.gov.in</u>

#### NOTICE DETAILS :

Tender Reference No.	· Reference No. GCEK-2024-ENTC-FUR	
Name of Work / Item / Service Purchase of Furniture for new ENTC Buildin		
Tender Fee & Mode of Payment	Rs.10,000/- (Rupees Ten Thousand only) (Non	
-	Refundable) to be paid through Online Payment Mode	
Processing Fee & Mode of Payment	Rs.500/- (Rupees Five Hundred only) (Non Refundable)	
	to be paid through Online Payment Mode	
E.M.D. Amount & Mode of Payment	Rs.1,00,000/- (Rupees One Lakh only) to be paid	
	through Online Payment Mode	
Venue of online opening of tender	Govt. College of Engineering, Karad	
Address for Communication	The Principal, Govt. College of Engineering, Karad	
	Vidyanagar, Karad-415124, Dist-Satara	
<b>Contact Telephone &amp; Fax Numbers</b>	s Phone – (02164) 272414	

(Dr. V.N.Kulkarni) Principal Govt. College of Engineering, Karad

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## **PART-A** (To be retained by the bidder)

#### **Eligibility Criteria for the Bidder Entity (Pre-Qualification)**

Sr No	Basic Requirement	Documents to be submitted
1	Legal Entity The bidder company/entity should be a company/entity registered under The Companies Act 1956/2013; or a registered partnership firm under The Partnership Act 1932/LLP Act, 2008 or a Society registered under the Societies Registration Act 1860.	<ol> <li>Copy of Certificate of Incorporation issued by the Registrar of Companies, India / Certificate of commencement of business. or</li> <li>Certificate of registration and partnership deed for LLP and partnership firm.</li> <li>And</li> </ol>
2	The bidder entity should have been in existence for a period of at least 5 years on the bid due date (or any extended bid due date).	<ol> <li>List of partners, directors, and principal place of registration, as applicable.</li> <li>Relevant documents in support of the requisite experience.</li> </ol>
3	Debarment The bidder should not have been blacklisted/ debarred by ERNET INDIA or any State or Central Government or autonomous body, State government undertakings, Central Public Sector Units (CPSUs)/ any other government organization or its undertakings in India at the time of bidding.	Self-declaration duly signed by the authorized signatory.
4	<b>Product Support</b> The products being quoted by the bidder should not have been declared as at "end- of-sale" and "end-of-support".	Undertaking for each of this needs to be submitted by the bidder.
5	The bidder must not have a history of being blacklisted by any other government organization.	Undertaking for this to be submitted by the bidder.

The bidder shall provide qualification information which shall include:-

- a) Bidder should have submitted Profit & Loss and Balance sheet duly certified by CA for last 3 financial years.
- b) Bidder should have submitted Scan Copy of last 3 years Income tax Clearance / Acknowledgement certificate.
- c) The bidder should have office in Maharashtra with GST registration.
- d) Only OEM should participate in the tender.
- e) The bidder should have successfully executed similar type of work (Furniture & Interior) in past.

- f) Bidder/ OEM should furnish valid certificates for the following systems, Scanned from original copy of ISO Certificates ISO 9001 - 2015, 14001 - 2015, ISO (OHSAS) 45001-2018, ISO 50001-2018, ISO 10002: 2018.
- g) Bidder should have valid Green guard, GMP & SEFA certifications.
- h) Bidder should have valid Bifma level 3, Bifma 5.1 & 7.2 certifications.
- i) The OEM should have CA certified Invoice copy of below machineries:
  - Automatic Edge Banding Machine
  - Panel Saw Machine
  - CNC Controlled vertical processing center
  - CNC Boring & Routing center
  - Power Press Machine
- j) Scanned copy of MSME Certificates & Factory License/ Shop Act.
- k) Sample Submission Interested Bidder Must Submit Required Sample as per specification & dimension given in the Bid of below Mentioned items submitted as a Sample/ Demonstration to site and Upload acknowledgment copy duly singed by engineer incharge with seal in technical bid.
- I) Sample will be inspected by Government College of Engineering Karad, which will be the part of technical bid. Only after a satisfactory report about sample the financial bid of the bidder will be opened. The contractor shall bear the expenses incurred due to transportation convince committee for verification of mock up and verification of machineries as per required.
- m) Required samples to be submitted at Government College of Engineering Karad on or before submission of tenders:
  - Student classroom Computer Table @ 1200mm L \* 600mm D \* 750mm H
  - File Storage Unit @ 1650mm L \* 400mm D \* 1200mm H
- n) **Project Duration:** Work shall be completed in all respect within **Two Months'** time from date of contract.

#### PART-B

(To be retained by the bidder)

**Technical Requirements** 

SR. NO.	ITEM DESCRIPTION	UNIT	QTY
1	HOD + Faculty Cabin Table @ 2400Lx 900Dx750HT + 1200Lx 450Dx700Ht Providing & Fixing of FREE STANDING TABLE @ 2400Lx900Dx750HT:- TOP to be made of 25 mm thick Prelaminated particle board with PVC edge band, and Side unit of size 1200Lx 450Dx700Ht - is made up of 18mm thick Prelam Particle Board with decorative laminate. All exposed edges are sealed with 2mm thick PVC edge Banding. The side table has two drawers on top of 125mm height and two shutters at the bottom	No.	5
	with one shelf. The shelf is made of 18mm thick Prelam Particle Board with both side decorative laminate. All exposed edges are sealed with 2mm thick PVC edge Banding. With Locks, handle and necessary hardwares. Please get table and laminate colour and designs approved.		

2	Department Office Table @ 1500L x 750D x 750HT + 900L x 450D x 700Ht	No.	3
	Providing & Fixing of FREE STANDING TABLE @ 1500Lx750Dx750HT:-		
	TOP to be made of 25 mm thick Prelaminated particle board with PVC		
	edge band, and Side unit of size 900Lx 450Dx700Ht - is made up of		
	18mm thick Prelam Particle Board with decorative laminate. All exposed		
	edges are sealed with 2mm thick PVC edge Banding. The side table has		
	two drawers on top of 125mm height and two shutters at the bottom		
	with one shelf. The shelf is made of 18mm thick Prelam Particle Board		
	with both side decorative laminate. All exposed edges are sealed with		
	2mm thick PVC edge Banding. With Locks. With Locks, handle and		
	necessary hardwares. Please get table and laminate colour and designs		
3	approved. Department Office Table @ 1350Lx 750Dx750HT + 800Lx	No.	2
5	450Dx700Ht	NO.	2
	Providing & Fixing of FREE STANDING TABLE @ 1350Lx750Dx750HT:-		
	TOP to be made of 25 mm thick Prelaminated particle board with PVC		
	edge band, and Side unit of size 800Lx 450Dx700Ht - is made up of		
	18mm thick Prelam Particle Board with decorative laminate. All exposed		
	edges are sealed with 2mm thick PVC edge Banding. The side table has		
	two drawers on top of 125mm height and two shutters at the bottom		
	with one shelf. The shelf is made of 18mm thick Prelam Particle Board		
	with both side decorative laminate. All exposed edges are sealed with		
	2mm thick PVC edge Banding. With Locks, handle and necessary hardwares. Please get table and laminate colour and designs approved.		
4	Department Office Table @ 1800Lx 750Dx750HT + 900Lx	No.	9
-	450Dx700Ht	110.	5
	Providing & Fixing of FREE STANDING TABLE @ 1800Lx750Dx750HT:-		
	TOP to be made of 25 mm thick Prelaminated particle board with PVC		
	edge band, and Side unit of size 900Lx 450Dx700Ht - is made up of		
	18mm thick Prelam Particle Board with decorative laminate. All exposed		
	edges are sealed with 2mm thick PVC edge Banding. The side table has		
	two drawers on top of 125mm height and two shutters at the bottom		
	with one shelf. The shelf is made of 18mm thick Prelam Particle Board with both side decorative laminate. All exposed edges are sealed with		
	2mm thick PVC edge Banding. With Locks, handle and necessary		
	hardwares. Please get table and laminate colour and designs approved.		
5	Linear Work station for Department Office @ 1350Lx	No.	3
5	600Dx750HT	110.	5
	Providing & Fixing of FREE STANDING TABLE @ 1350Lx600Dx750HT:-		
	TOP to be made of 25 mm thick Prelaminated particle board with PVC		
	edge band, with one key board & mouse tray and two drawers of		
	125mm height and 400mm wide including one shutter at the bottom		
	with one shelf. The shelf is made of 18mm thick Prelam Particle Board		
	with both side decorative laminate. All exposed edges are sealed with 2mm thick PVC edge Banding. With Locks, handle and necessary		
	hardwares. Please get table and laminate colour and designs approved.		
6	3 Seater Sofas in Ground Floor cabins @ 2000mm L x 800mm D	No.	7
Ŭ	x 900mm Ht	110.	,
	Overall Sofa size- 2000mm L x 800mm D x 900mm Ht, Seat Height:		
	450mm, Seat Depth: 560 33, Armrest Height: 600mm, Backrest		
	Height:450 mm. Frame made of seasoned hardwood, Upholstered in		
	Highquality, Stain-resistant and easy to clean durable fabric (options		
	include polyester, cotton blend, or microfiber), Color Options: Neutral		
	tones (e.g., grey, beige, navy), including features like Built-in lumbar		
	support in the backrest, Armrests padded for additional comfort, No-		
	sag sinuous springs for consistent support. Additional Features: Solid wood legs with a protective finish, 150 mm leg height for easy cleaning		
	underneath with minimal assembly required.		

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7	Providing & Supply of High Back Chair - Tilt mechanism with	No.	5
	multilocking, high density cushion on seat composite leather with		
	metallic silver finish base and arms with p.u., castors, gaslift for height adjustment (VIP chair) Please get colour and designs approved.		
8	Providing & Supply of <b>Medium Back Chair</b> - Tilt mechanism with	No.	6
0	multilocking, high density cushion on seat composite leather with	NO.	0
	metallic silver finish base and arms with p.u., castors, gaslift for height		
	adjustment. Please get colour and designs approved.		
9	Providing & Supply of <b>Low Back Chair</b> - Tilt mechanism with	No.	3
-	multilocking, high density cushion on seat composite leather with		-
	metallic silver finish base and arms with p.u., castors, gaslift for height		
	adjustment. Please get colour and designs approved.		
10	Providing & Supply of Visitor Chair - Medium height & stable (not	No.	60
	adjustable& not revolving), Seat and Back rest upholstered in fabric or		
	Rexene, Nylon plastic arm, Powder Coated frame. Please get colour and		
	designs approved.		
11	Providing & Supply of <b>Seating chair with writing pad</b> . The chair	No.	34
	metal shall be powder coated folding frame with cushioned seat and		
	back. Pad size shall be 500x350mm. Chair sixe 600x600x450mm.		
10	Please get colour and designs approved.		
12	File Storage Units for Faculty cabins on 1st and 2nd floor @ 1650mm L x 400mm D x 1200mm Ht	No.	8
	Free standing units are made up of 18mm thick Prelam Particle Board		
	with decorative laminate. All exposed edges are sealed with 2mm thick		
	PVC edge Banding. The storage unit has 4 shutters with shelves for		
	filing height. The shelf is made of 18mm thick Prelam Particle Board		
	with both side decorative laminate. All exposed edges are sealed with		
	2mm thick PVC edge Banding. With Locks, handle and necessary		
	hardwares. Please get laminate colour and designs approved.		
13	Students classroom Computer Table @ 2000Lx 600Dx750HT	No.	54
	Providing & Supply of FREE STANDING TABLE @ 2000Lx600Dx750HT:-		
	TOP to be made of 25 mm thick Prelaminated particle board with PVC		
	edge band, Powder coated metal framed legs. Every student Table		
	should be fitted with a switchboard having $4 \times 6A$ sockets and switches,		
	should have UPS backup supply and two ethernet node, with two key		
	board & mouse trays. All exposed edges are sealed with 2mm thick PVC		
	edge. Modesty board 300 mm above table to hide screens. Please get		
14	table, laminate and powder coating colour and designs approved. Students classroom Computer Table @ 1200Lx 600Dx750HT	No.	20
14	Providing & Supply of FREE STANDING TABLE @ 1200Lx600Dx750HT:-	NO.	20
	TOP to be made of 25 mm thick Prelaminated particle board with PVC		
	edge band, Powder coated metal framed legs. Every student Table		
	should be fitted with a switchboard having $2 \times 6A$ sockets and switches,		
	should have UPS backup supply and one ethernet node, with key board		
	& mouse tray. All exposed edges are sealed with 2mm thick PVC edge.		
	Please get table, laminate and powder coating colour and designs		
	approved.		
15	Students classroom Computer Table @ 3500Lx 600Dx750HT	No.	12
	Providing & Supply of FREE STANDING TABLE @ 3500Lx600Dx750HT:-		
	TOP to be made of 25 mm thick Prelaminated particle board with PVC		
	TOP to be made of 25 mm thick Prelaminated particle board with PVC edge band, Powder coated metal framed legs. Every student Table		
	TOP to be made of 25 mm thick Prelaminated particle board with PVC edge band, Powder coated metal framed legs. Every student Table should be fitted with a switchboard having 8 x 6A sockets and switches,		
	TOP to be made of 25 mm thick Prelaminated particle board with PVC edge band, Powder coated metal framed legs. Every student Table should be fitted with a switchboard having 8 x 6A sockets and switches, should have UPS backup supply and four ethernet node, with four key		
	TOP to be made of 25 mm thick Prelaminated particle board with PVC edge band, Powder coated metal framed legs. Every student Table should be fitted with a switchboard having 8 x 6A sockets and switches, should have UPS backup supply and four ethernet node, with four key board & mouse trays. All exposed edges are sealed with 2mm thick PVC		
	TOP to be made of 25 mm thick Prelaminated particle board with PVC edge band, Powder coated metal framed legs. Every student Table should be fitted with a switchboard having 8 x 6A sockets and switches, should have UPS backup supply and four ethernet node, with four key board & mouse trays. All exposed edges are sealed with 2mm thick PVC edge. Please get table, laminate and powder coating colour and designs		
10	TOP to be made of 25 mm thick Prelaminated particle board with PVC edge band, Powder coated metal framed legs. Every student Table should be fitted with a switchboard having 8 x 6A sockets and switches, should have UPS backup supply and four ethernet node, with four key board & mouse trays. All exposed edges are sealed with 2mm thick PVC edge. Please get table, laminate and powder coating colour and designs approved.		140
16	TOP to be made of 25 mm thick Prelaminated particle board with PVC edge band, Powder coated metal framed legs. Every student Table should be fitted with a switchboard having 8 x 6A sockets and switches, should have UPS backup supply and four ethernet node, with four key board & mouse trays. All exposed edges are sealed with 2mm thick PVC edge. Please get table, laminate and powder coating colour and designs approved. Providing & Supply of <b>Chairs for students</b> - Medium height & stable	No.	146
16	TOP to be made of 25 mm thick Prelaminated particle board with PVC edge band, Powder coated metal framed legs. Every student Table should be fitted with a switchboard having 8 x 6A sockets and switches, should have UPS backup supply and four ethernet node, with four key board & mouse trays. All exposed edges are sealed with 2mm thick PVC edge. Please get table, laminate and powder coating colour and designs approved. Providing & Supply of <b>Chairs for students</b> - Medium height & stable (not adjustable& not revolving), Seat and Back rest upholstered in		146
16	TOP to be made of 25 mm thick Prelaminated particle board with PVC edge band, Powder coated metal framed legs. Every student Table should be fitted with a switchboard having 8 x 6A sockets and switches, should have UPS backup supply and four ethernet node, with four key board & mouse trays. All exposed edges are sealed with 2mm thick PVC edge. Please get table, laminate and powder coating colour and designs approved. Providing & Supply of <b>Chairs for students</b> - Medium height & stable		146

17	Providing & Supply of <b>Chairs for students</b> - Medium height & stable (not adjustable& not revolving), Seat and Back rest upholstered in fabric or Rexene. Metal Powder Coated frame with back legs shortened and fitted on the tiled surface. Please get colour and designs approved.	No.	34
18	Providing, supplying and fixing <b>Projector with Screen</b> (make & model number-Epson EB-E01 XGA ) with all electrification, Required LAN cable, fixing stand, etc.		12
19	<b>Public Seating Chair 3 Seater</b> Providing and Fixing 3 seater Public seating chair made of complete metal with Legs in Crome finish and seates in silver powder coating finish. Please get colour and designs approved.	No.	6
20	Providing, supplying and fixing <b>5amp sockets and switches</b> wherever required. Anchor switches, polycab 1sqmm wiring with diamond make piping.	No.	100
21	Providing, supplying, shifting and fixing <b>light and fan posints</b> wherever required. Anchor switches, polycab 1sqmm wiring with diamond make piping.	No.	50
22	Providing, supplying and fixing <b>16amp sockets</b> . Anchor switches, polycab 2.5 sqmm wiring with diamond make piping.	Points	10
23	Providing, supplying and fixing <b>Vertical Blinds</b> made of glass fibre fabrics in width 5" (or 4"). Minimum overlapping of <sup>3</sup> / <sub>4</sub> " in fabric. Top aluminium anodized rail of 1.4 mm thickness. 2-inch wide channel with front lamination of same fabric. Runners having stainless steel hooks with built-in shock springs and selfaligning slip clutch. Stainless steel spacers. Botton weight fully plastic covered linked with plastic bead chain. Please get colour and designs approved.	Sq.m.	157

#### PART-C

(To be submitted by the bidder in Envelope-1)

#### TERMS AND CONDITIONS FORM

#### **READ ALL THE FOLLOWING TERMS AND CONDITIONS & SIGN IN THE ACCEPTANCE**

#### Terms and Conditions:

- 1. The Bidder must use the entire information furnished including scope, detailed requirements, specifications, other annexure, forms, enclosures etc. and other terms and conditions, bill of materials while submitting the response.
- 2. All responses should be in English language. All responses by the Bidders shall be binding on such Bidders.
- 3. All responses including commercial and technical proposals would be deemed to be irrevocable offers/proposals from the Bidders.
- 4. Bidders are advised to attach a letter from an authorized signatory attesting to the veracity of the information provided in the response and the validity of the tender for 90 days from the day of commercial bid opening.
- 5. Any technical or commercial proposal submitted cannot be withdrawn/modified after the closing date and time for submission of the proposal offers unless specifically permitted by Govt College of Engineering, Karad.

- 6. Each offer should specify only a single solution which is cost effective and meeting the specifications and it is the responsibility of the Bidder to decide the best of breed solution.
- 7. In the event the Bidder has not quoted for any mandatory or optional items as required by Govt. College of Engineering, Karad and responded to by the Bidders, the same shall be deemed to be provided by the Bidder at no extra cost to Govt College of Engineering, Karad.
- 8. Govt. College of Engineering, Karad concludes that everything as mentioned in the documents circulated to the Bidders and responded by the Bidders have been quoted for by the Bidders and there shall be no extra cost associated with the same other than the cost quoted by the Bidder.
- 9. The Bidder at no point of time can excuse themselves from any claims by Govt College of Engineering, Karad whatsoever for their deviations in conforming to the terms and conditions, payment schedules, timeframe for implementation etc. as mentioned.
- 10. By submitting a proposal, the Bidder agrees to promptly contract with Govt College of Engineering, Karad for any work awarded to the Bidder.
- 11. The clarifications or writings issued pursuant thereto shall not be construed as an obligation on the part of Govt College of Engineering, Karad to award a purchase contract for any services or combination of services.
- 12. The responding bidder must not be blacklisted by any Central/ any State Department/ establishments in India at any point of time for breach of ethical conduct or fraudulent practices.
- 13. Govt. College of Engineering, Karad reserves the right to reject any or all proposals in full without assigning any reason whatsoever.
- 14. The Bidder as to adhere to the time schedule of activities mentioned and no request to change the last date or extend period/time for submission shall be entertained by Govt College of Engineering, Karad. However, Govt College of Engineering, Karad reserves its right to extend the date/time for submission of the responses without assigning any reason by notifying in the Website/displayed on the Notice Board.
- 15. Any additional or different terms and conditions proposed by the Bidder would be rejected unless explicitly assented to, in writing by Govt College of Engineering, Karad.
- 16. The offers containing erasures or alterations shall not be considered. There should be no hand-written material, corrections or alterations in the offer. Correct/proper technical information of the product being offered must be filled in.
- 17. The response to the proposal should not carry any sections like 'Clarifications', 'As orally told', 'to be discussed', 'interpretations', 'assumptions' etc.
- 18. To assist in the scrutiny, evaluation and comparison of offers, Govt College of Engineering, Karad may, at its discretion, ask any of Bidders for clarifications to their offer.
- 19. Bid Price : Price indicated in the schedule shall be final and fix price for completion of work. The prices quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation on any account. The bid submitted with a variation clause unless asked by Govt College of Engineering, Karad will be treated as non-responsive and rejected.

The Principal, Government College of Engineering, Karad reserves the rights to award the tender to any party or cancel the same, without assigning any reason. The decision of the Principal in this regard will be final and conclusive.

#### Terms of Agreement:

- Each of the INSTITUTE (Customer) and the COMPANY (Supplier) shall appoint a "Point of Contact" PoC who shall be the person responsible for addressing strategic relationship issues between the Parties and shall participate in the dispute resolution process. Each PoC shall possess or be able to obtain the requisite corporate power and authority to negotiate and implement, on behalf of the applicable Party, a settlement of any dispute between the Parties hereunder that is brought to its attention to resolve. The initial PoC for INSTITUTE shall be (Name), (Designation), and the initial PoC for COMPANY shall be (Name), (Designation). The INSTITUTE and the COMPANY shall each have the right, from time to time, and upon prior written notice to the other Party, to change their respective PoC. The INSTITUTE and COMPANY will also form committee to resolve dispute if any amicably in mutual understanding.
- 2. The COMPANY shall not be responsible for and shall be excused of and shall have no liability resulting from any failure to meet the timetable and deadlines or for failure to perform its obligations set out for reasons other than those solely attributable to the COMPANY and if there is a delay not caused by the COMPANY, all dates by which the COMPANY is required to perform any obligation will be deemed to be changed to a subsequent date determined by the Parties mutually, each acting reasonably and taking into account the availability of the required resources.
- 3. INSTITUTE will provide all the essential facilities in time to the company for completion of scope of the work without disturbance and interruption.
- 4. COMPANY shall be free to provide any services or design any deliverable(s) that perform same or similar functions to the Company Deliverables being provided hereunder for the INSTITUTE, for any other clients of the COMPANY (including without limitation any affiliate, competitor or potential competitor of the INSTITUTE).
- 5. The ownership, right, title and interest in any Intellectual Property and Intellectual Property Rights in or attached to any Institute Materials that INSTITUTE provides to COMPANY in connection with the performance of Services or for incorporation in the Licensed Material or Company Deliverable, shall remain with INSTITUTE and its applicable licensors and nothing contained in this Agreement is intended to nor shall be construed to effect any transfer of ownership rights or title in or attached to the Institute Materials, to the COMPANY.
- 6. The COMPANY will defend, indemnify and hold harmless the INSTITUTE and its directors, officers and employees ("INSTITUTE Indemnified Party"), from and against any third-party suit, proceeding, judgment, costs and expenses (including, reasonable attorney fees) to the extent based on allegation that the Services or Company Deliverables as provided to the INSTITUTE by the COMPANY and the use thereof by the INSTITUTE as contemplated in this Agreement an infringement of or misappropriation of the copyright, patent, trademark or trade secret rights of any third party (each, an "Infringement Claim").
- 7. Each party (in such capacity, the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the other party (in such capacity, the "Disclosing Party") hereunder.
- 8. In the event of any dispute between the COMPANY and the INSTITUTE, either Party shall notify the PoC of the other Party. If the PoCs of the respective Parties cannot resolve the

dispute within fifteen (15) Business Days after notification thereof, they shall escalate the issue to the Committee. If the software Committee cannot resolve the dispute within fifteen (15) Business Days after reference thereof to the software Committee, the dispute shall be resolved by arbitration or litigation. The COMPANY and the INSTITUTE agree in the event of any dispute between the COMPANY and the INSTITUTE, each Party will continue to perform its obligations under the Agreement during the resolution of such dispute, except for the obligations that may be the subject matter of such dispute. This Agreement shall be governed by and interpreted in accordance with the laws of India, without giving effect to the conflicts of law principles thereof and will be subjected to Karad Jurisdiction.

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#### ACCEPTANCE

We accept the above terms and conditions and shall comply with them strictly.

#### NAME OF THE BIDDER:

ADDRESS:

Seal

### **Evaluation Process**

- 1. Bids which are not in accordance with prescribed formats, or which are incomplete will be rejected on opening the same.
- 2. First, Technical Bids will be evaluated along with the eligibility criteria compliance. Bids, which do not confirm the eligibility criteria will be rejected outright.
- 3. Financial Bids will be opened only for those bids which qualify in Technical Evaluation.
- 4. Technical Bids will be evaluated on following points with appropriate weightages:
  - a. Profile of the Company
    - Company's existence and profitability
    - Relevant Experience in domain
    - Personnel strength
  - b. Technical Details
    - Technical specifications
    - Provision of User manuals, reports etc. as appropriate
  - c. Delivery Schedule
  - d. Support and Maintenance
  - e. Compliance and/or Deviation from the requirements stipulated in the Request for Purchase.

Date:

SIGNATURE

- 5. It is required to declare with details if any legal case and/or process is pending against the company in any of the Courts/Statutory Authority in India or Abroad in respect of violation of Intellectual property rights or any other provisions of Government of India's Information Technology Act.
- 6. Financial Bid Evaluation

On the basis of Technical Bid qualification, Institute will open the Commercial Bids only of the shortlisted vendors. Institute may call the shortlisted vendors during the time of Commercial Bid opening if required.

- a. Clarity of the quotation In case of Clerical/Totaling error, higher amounts will be considered for evaluation
- b. Total cost of ownership INSTITUTE reserves the right to accept and or reject in part and or in full any and or all the bids without assigning any reason thereof.

#### **Selection Process**

The Institute is following a four stage evaluation and selection process. The stages are;

- 1. Eligibility evaluation
- 2. Technical Bid evaluation
- 3. Vendor Presentation/Demonstration
- 4. Commercial Bid evaluation
- 5.

The first phase of Eligibility evaluation will include Institute checking vendor credentials, such as their prior experience of providing similar products/services their financials, their process maturity, strength and spread of their support infrastructure & so on.

# Since Institute would like to maximize its ROLE, the solution proposed by the vendors will be evaluated on the basis of the total cost of ownership, including the initial cost of ownership and recurring costs over one year period.

#### **Right to Termination/Cancellation:**

Notwithstanding anything contained in this document, Govt. College of Engineering, Karad, reserves the right to cancel/terminate the proposal process without assigning any reason whatsoever, at any time prior to signing the contract and Govt. College of Engineering, Karad shall have no liability for above-mentioned actions.

#### Period of Validity of Bids

Bids should remain valid for the period of NINETY (90) days from the date of opening of bid prescribed by Govt. College of Engineering, Karad. A bid valid for a shorter period shall be rejected by the Govt. College of Engineering, Karad as non-responsive.

#### **Liquidated Damages**

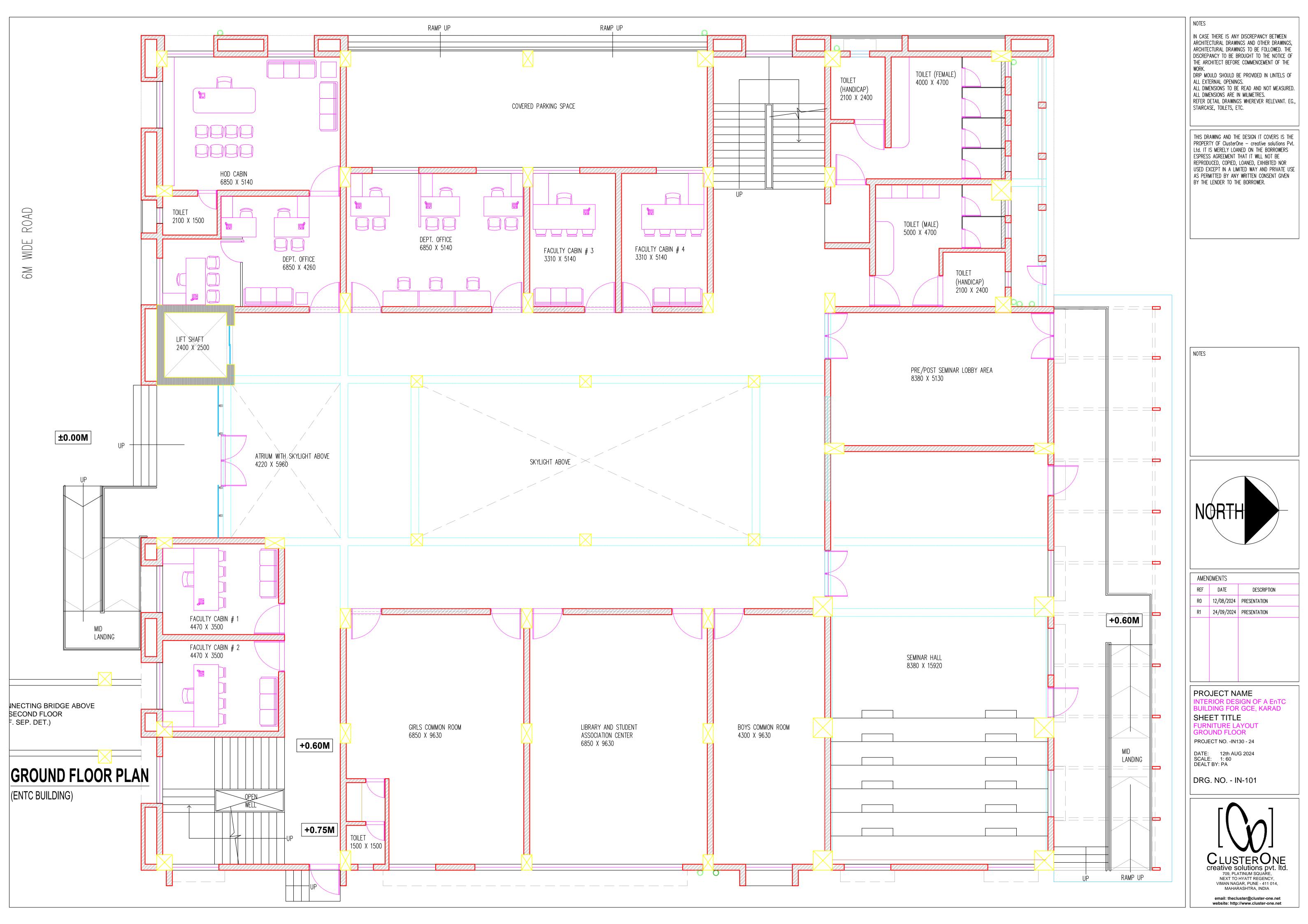
In the event of the Bidder's failure to submit the performance guarantee, documents and supply the solution/equipment as per schedule specified in this Request for Purchase, Govt. College of Engineering, Karad at its discretion, can withhold any payment until the completion of the contract. Govt. College of Engineering, Karad may also deduct from the Bidder as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered services/goods for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not more than 10% of the value of delayed services and goods. The right to claim any liquidated damages shall be without prejudice to other rights and remedies available to Govt. College of Engineering, Karad, under the contract and law.

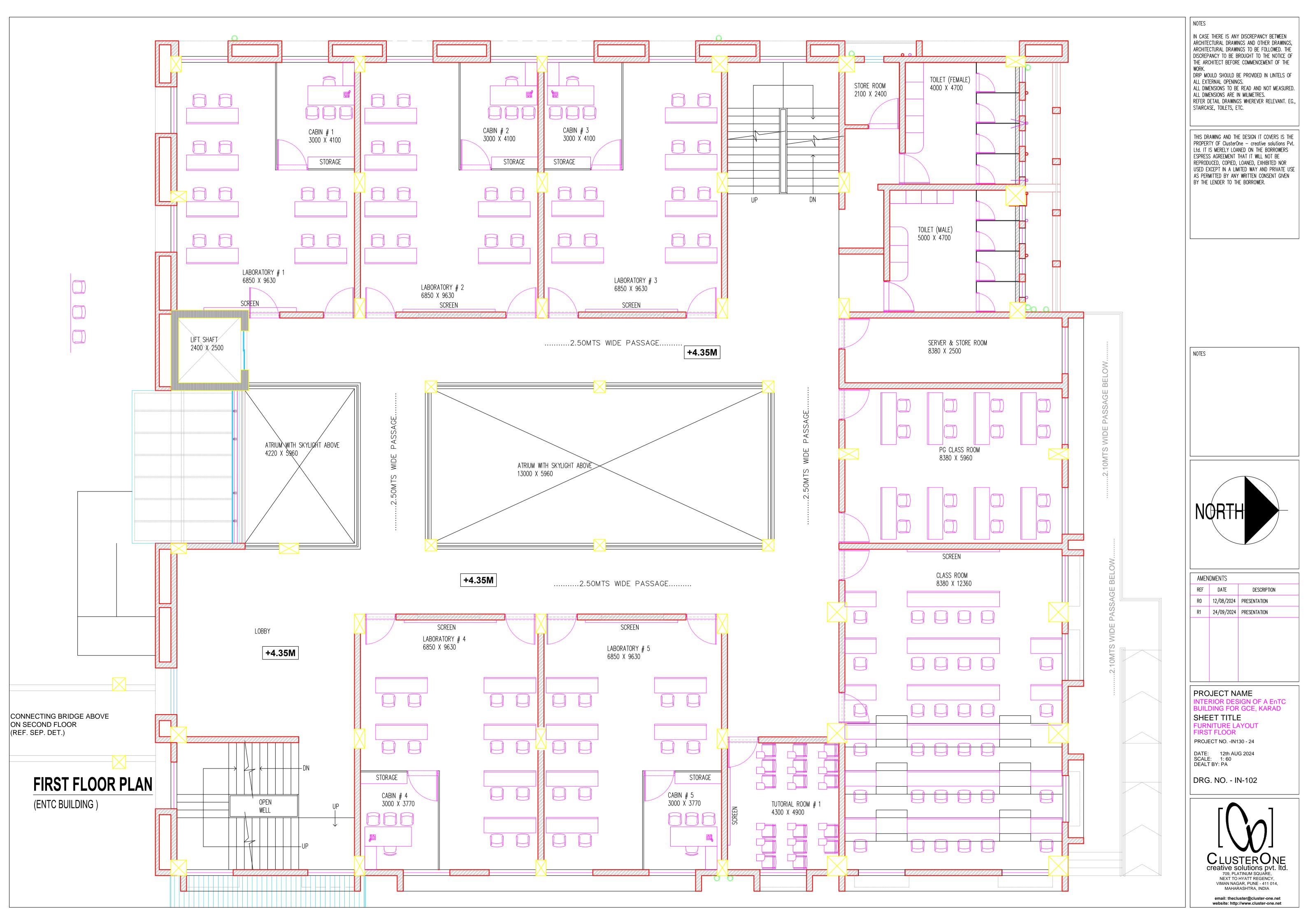
#### **Performance Security**

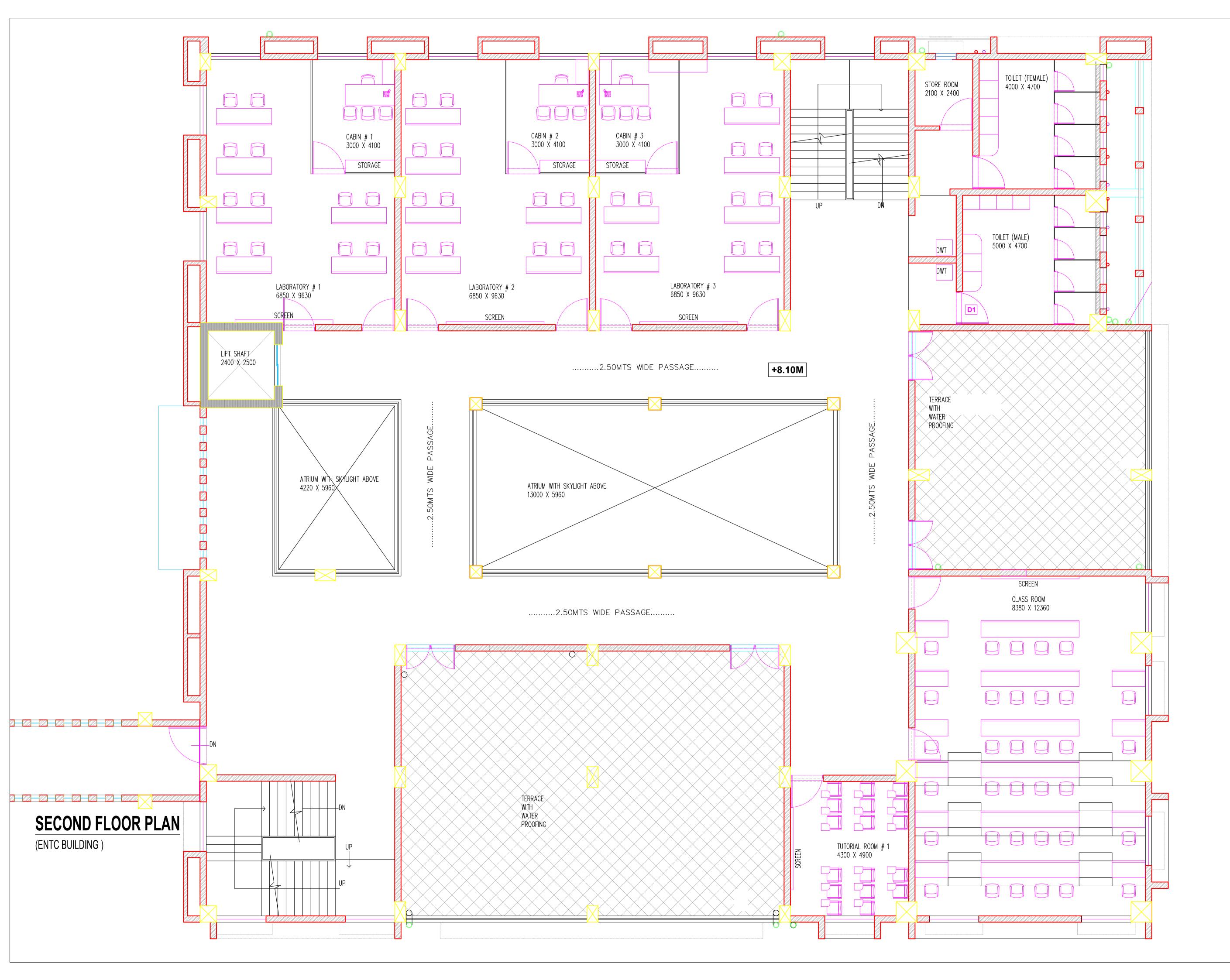
Within 15 days of receiving letter of acceptance, the successful bidder shall deliver to the Principal, Government College of Engineering, [An Autonomous Institute of Govt. of Maharashtra], Vidyanagar, Karad - 415124, the performance security (Either a bank guarantee or a bank draft in favor of the employer) for an amount equivalent of 5% of the contract price. The performance security shall be valid till the expiry of the period of maintenance of the work.

#### **Period of Maintenance**

The "Period of Maintenance (defect liability)" for the work is Six months from the date of taking over possession. During the period of maintenance, the contractor will be responsible for rectifying any defects in working. This will be done by the contractor at his own expense.







NOTES	NOTES			
IN CASE THERE IS ANY DISCREPANCY BETWEEN ARCHITECTURAL DRAWINGS AND OTHER DRAWINGS, ARCHITECTURAL DRAWINGS TO BE FOLLOWED. THE DISCREPANCY TO BE BROUGHT TO THE NOTICE OF THE ARCHITECT BEFORE COMMENCEMENT OF THE WORK. DRIP MOULD SHOULD BE PROVIDED IN LINTELS OF ALL EXTERNAL OPENINGS. ALL DIMENSIONS TO BE READ AND NOT MEASURED. ALL DIMENSIONS ARE IN MILIMETRES. REFER DETAIL DRAWINGS WHEREVER RELEVANT. EG., STAIRCASE, TOILETS, ETC.				
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	CLUSTERONE CRUSTERONE CRUSTERONE Creative solutions pvt. Itd. 709, PLATINUM SQUARE, NEXT TO HYATT REGENCY, VIMAN NAGAR, PUNE - 411 014, MAHARASHTRA, INDIA email: thecluster@cluster-one.net			