

GYAN PATH, SUMMER HILL, SHIMLA-171005

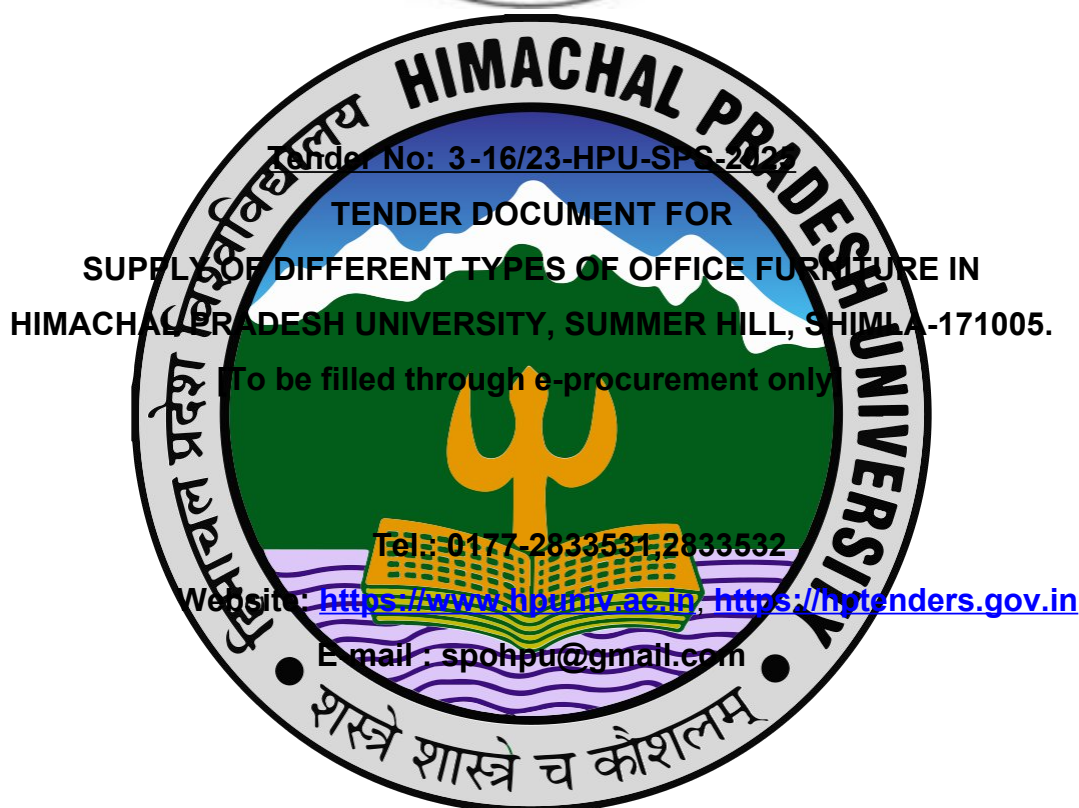
e-TENDER NOTICE

The Store Purchase Officer on behalf of the Hon'ble Vice-Chancellor Himachal Pradesh University Shimla-5 invites e-tender for "Office Furniture i.e. Executive Tables, High Back Executive Revolving chairs and Visitor chairs w.e.f. **02/11/2025 to 02/12/2025 up to 05:00 PM**. The Technical Bid will be opened **on 09/12/2025 at 11:30 AM**. For details of e-tender, the interested bidders/OEM should visit official website i.e. <https://www.hpuniv.ac.in> and <https://hptenders.gov.in>. In case of any change in time schedule or any change in above mentioned furniture items, the Extension, corrigendum or change in schedule, if any, will not be published in newspapers & it will be published on the website i.e. <https://hptenders.gov.in> only.

Sd/-

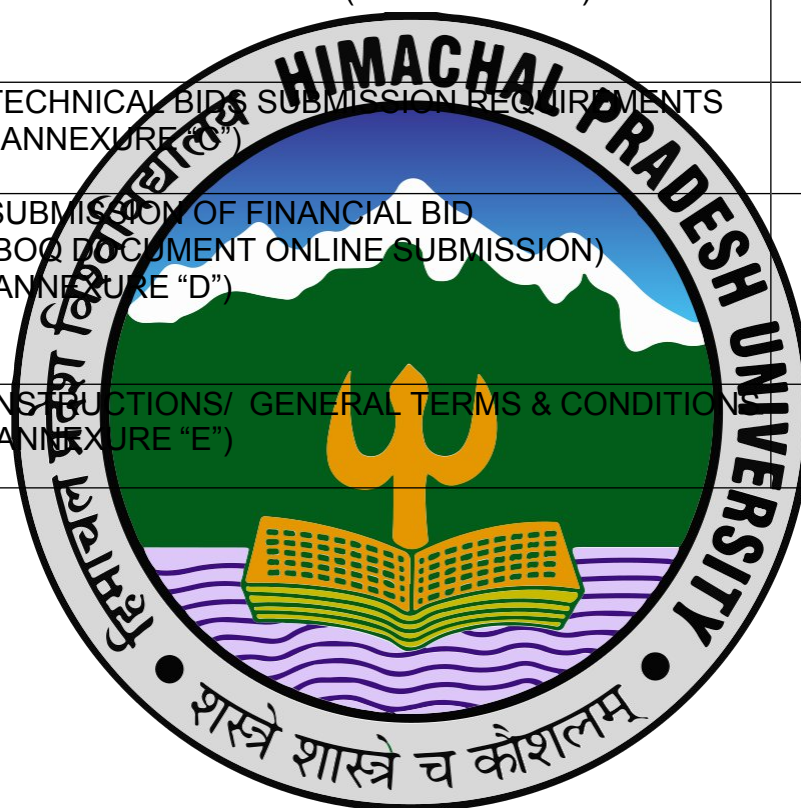
**Store Purchase Officer
H.P. University Shimla**

Himachal Pradesh University,
(NAAC Accredited 'A' Grade University)
"Store Purchase Section"



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INVITATION FOR BIDS E-TENDER NOTICE

The Store Purchase Office, H.P. University, Shimla-5 on behalf of the Vice-Chancellor, H.P. University, Shimla-5 invites online bids for supply of different types of Office Furniture as per specifications on item rate in e-tendering system in two bid system w.e.f. **02/11/2025 to 02/12/2025 up to 05:00 PM.** from eligible bidders. For more details, please visit the website www.hpuniv.ac.in or www.hptenders.gov.in. In case of any change in time schedule or any change in above mentioned furniture items, the Extension, corrigendum or change in schedule, if any, will not be published in newspapers & it will be published on the website i.e. <https://hptenders.gov.in> only.



Sd/-
Store Purchase Officer
(SPO) HP University,
Summer Hill, Shimla-5.



TENDER DOCUMENT
(For Supply of Office Furniture)
HP UNIVERSITY, SHIMLA-5.

Dated: - Shimla-5, the 02-11-2025

NOTICE INVITING TENDER

The **Store Purchase Officer, on behalf of Vice-Chancellor, HP University, Shimla-5** invites e-tender in two bid system (Technical & Financial bid documents) from eligible Original Furniture Items Manufacturers (OEM) for supply of same at approved/designated Places.

The details are summarized below along with Tender Schedule: -

S. No	Particular of Tender	Details and Schedule of Tender
1.	Tender Reference number	No: 3-16/23-HPU-PS-2025
2.	Purchaser	Store Purchase Officer, HP University, Shimla-5
3.	Placing of Furniture	The successful bidder shall place the requisite Office Furniture at various places in main campus of H.P. University as per instructions of Store Purchase Officer.
4.	Scope of Tender	Supply and Installation of Office Furniture along with warranty of two (2) years.
5.	Specification and Quantity of Furniture	Available at Annexure-A
6.	Authority Inviting Tender	Store Purchase Officer, Himachal Pradesh University, Shimla-5
7.	Submission of bids	As e-bid on https://hptenders.gov.in

8.	Amount of Tender Form Fee (Original to be submitted physically to Store Purchase Officer)	Rs. 1500/- (Rupees One thousand five hundred only) in the shape of Demand Draft payable in favor of Finance Officer, H.P. University, Shimla-5.
9.	Earnest Money (EMD) (to be submitted physically to StorePurchase Officer)	Rs.3,00,000/- (Rupees Three Lakh only) in the shape of FDR duly pledged in the name of Finance Officer, H.P. University, Shimla-5.
10.	Bid Validity Period	180 (One hundred & eighty) days from the date of Publication of e-tender.
SCHEDULE OF THE TENDER PROCESS (E-Tender No: No. 3-16/23-HPU/2025)		
11.	Date of Online Publication	On 02.11.2025 at 14:00 Hrs
12.	Document download start and end date	From 02.11.2025 at 15:00 Hrs to 02.12.2025 at 17:00 Hrs
13.	Date of Pre-bid Meeting Venue: Chamber of Registrar, HPJ, Shimla-171005. Online link: https://meet.google.com/np-efp-gnns (In case of any difficulty in joining the above link, please contact Mobile: 9418669829 & Landline: 0177-2830912)	On 06.11.2025 at 11:30 Hrs
14.	Bid Submission Start & End Date	From 11.11.2025 at 11:00 Hrs to 02.12.2025 at 17:00 Hrs (21 days)
15.	Submission of Sample of all the Furniture Items	Till 02.12.2025 at 15:00 Hrs
16.	List of Bidders (whose samples have been rejected) to be uploaded on University Website www.hpuniv.ac.in	On 06.12.2025 at 17:00 Hrs
17.	Physical Submission of Tender Form Fee and EMD	Up to 02.12.2025 till 17:00 Hrs
18.	Date of Opening of Technical Bids	On 09.12.2025 at 11:30 Hrs

19.	Date of Opening of Financial Bids	Date and Time will be notified on https://hptenders.gov.in after finalization of technical bids.
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For any inquiry:

Contact No: 0177-2831396, 2830912

E-mail ID:

spohpu@gmail.com

Website: www.hpuniv.ac.in,

The Tender document can be downloaded from <https://hptenders.gov.in>



Annexure-‘A’

Details of requirements and Technical Specifications of Office and Library Furniture

S No.	Item Name	Quantity (Nos.)
1.	EXECUTIVE MODULAR TABLE	100
2.	HIGH BACK REVOLVING CHAIR	100
3.	VISITOR CHAIR	400
#	TOTAL NUMBERS (UNIT OF QUANTITY)	600

Sr. No.	Item Nomenclature with Requisite Specifications	Quantity
1.	EXECUTIVE MODULAR TABLE: Supplying and fixing of Executive Modular Table (L-Shape) in completely knock down conditions with a minimum overall size 1650mm (L) X 1650mm (D) X 750mm (H) to be assembled at site. The work top shall be of minimum length (L) 1650mm and minimum depth (D) 700mm made up of 25mm pre-laminated thick particle board with approved laminate and finish as per approved shade. The gable end shall be made up of 25mm thick particle board and profile shall be in linear shape with front full round post form and all other three edges with appropriate PVC edge banding. The table shall be clad with 18mm thick pre-laminated particle board modesty panel to provide structural support for the table. The table shall have side unit for storage purpose with a depth of 450mm to 500mm. The side unit shall be made up of pre-laminated particle board with top 25mm thick and other parts like shutters, back side panel etc. 18mm thick. It shall have two sliding shutters with SS handles and multi-purpose locking mechanism. The pedestal shall be made of pre-laminated particle board of 150mm to 500mm (W) X 400mm to 500mm (D). The pedestal shall have 3 Nos. drawers i.e. 2 box drawers and 1 filing drawer. The pedestal shall have side, back, top & base 18mm thick and drawer base 9mm thick. The drawers shall have SS handle and central locking mechanism in which all 3 drawers shall be synchronized locked with one single key.	100 Nos.

2.	HIGH BACK REVOLVING CHAIR: Supplying of high back revolving Chair with ergonomic design, comfortable & aesthetically appealing. The seat size shall be 465mm (W) X 460mm (D) and back size shall be 480mm (W) X 625mm (H) from seat bottom. Seat height shall be 450mm. Overall height shall be 1060mm. The seat and back shall be made of 15mm thick commercial ply wood with high resilience moulded polyurethane foam 50mm thick having density 40Kg/m³ in seat and 40mm thick having density 32Kg/m³ in back. The arm rest shall be used black integral polypropylene arm completely joint with seat. There shall be pneumatic seat height adjustment up to 120mm to suit the User by using the lever under the seat. The pedestal (base) shall consist of 5 castors. The allowance of $\pm$ 10mm shall be allowed only in sizes of Chair.	100 Nos.
3.	VISITOR CHAIR: Supplying of Visitor Chair with ergonomic design, comfortable & aesthetically appealing. The seat size shall be 460mm (W) X 450mm (D) and back size shall be 460mm (W) X 400mm (H) from seat bottom. Seat height shall be 450mm. Overall height shall be 830 mm. Overall width shall be 555mm. Overall depth shall be 595mm. The seat and back shall be made of 15mm thick commercial ply wood with high resilience moulded polyurethane foam 50mm thick having density of 40Kg/ m³ in seat and 40mm thick having density 40 kg/ m³ in back. The seat and back shall be upholstered with terry 1mm thick and 300GSM. The back and base of Chair shall have polypropylene bead on edges. The back rest shall be made by keeping the natural curvature of spine. The frame structure shall be cantilever support type made up of CRCA/MS E.R.W. powdercoated round pipe of diameter 25.4 mm with 2mm thick. The round pipes at base frame shall have PPCP shoe to avoid scratch on floor. The allowance of $\pm$ 10mm shall be allowed only in sizes of Chair.	400 Nos.

Note: - Even though efforts have been made to clarify each of the desired specifications in above items, the intending bidders may visit the Store Purchase Officer on the scheduled date and time of pre-bid meeting or on any working day prior to scheduled pre-bid meeting, to have a general overview of each of the above-mentioned items prior to manufacturing of sample and submission of bids on <https://hptenders.gov.in>

UNDERTAKING OF BID “TERMS & CONDITIONS”

To

The Store Purchase Officer,
H.P. University,
Shimla-5.

Subject: **Undertaking for the participation to the Tender No: No3-16/23-HPU – SPS-2025 due for opening of Technical Bid.**

Dear Sir,

” Following Documents at Serial no. 1 to 5 are examined, perused and accepted by the undersigned: - “

1. Notice Inviting Tender
2. Technical Specifications to the Tenderer (Annexure-A)
3. Instruction to the Tenderer (Annexure-E)
4. Annexure- C (Technical Bid)
5. Annexure-D (Financial Bid)

I/We do hereby submit the above tender in prescribed formats duly completed in all respects in accordance with the conditions applicable. If this tender is accepted, I/We agree to abide by and fulfill all the terms and conditions in the tender documents.

I/We hereby distinctly and expressly declare and acknowledge that before the submission of this tender, I/We have carefully followed the instructions and I/We have understood the existing system of supply at the location(s) of purchaser including the scope and nature of duties expected from the Bidder.

I/We distinctly agree that I/We would hereafter make no claim or demand upon the purchaser based upon or arising out of any alleged misunderstanding or misconceptions or mistake on my/our part of the said stipulations, restrictions and conditions.

I/ We declare that our unit has never made any default in supplying Furniture to Government / Semi Government/ Central or State Public sector enterprise(s) in terms of quality and financial agreed supply conditions.

Any notice required to be served on me/us shall be sufficiently served on me/us by onlinemode through E-mail only.

I/We fully understand the terms and conditions in the tender documents.

I/We understand that the purchaser reserves the right to reject any or all the Tenders received without assigning any reason.

Dated this.....day of....., 2025.

Authorized Signatory Seal:

FORMAT & REQUIREMENTS FOR SUBMITTING TECHNICAL BID

1. Tender Ref. No: 3-16/23-HPU SPS-2025
2. Name of Bidder:
3. Complete office address of Bidder.....
4. Details of DD by which tender fee paid.....
5. EMD payment details
(EMD is to be submitted in shape of FDR duly pledged in favor of Finance Officer, H.P. University, Shimla-5).
6. PAN Number of bidder.....(self-attested copy to be enclosed)
7. Firm Registration No.....(self-attested copy to be enclosed)
8. GSTIN Registration No. of bidder.....(self-attested copy to be enclosed)
9. Details of address with contact details from where the bidder planned to offer after Sales Services during the Warranty period of two (2) years.

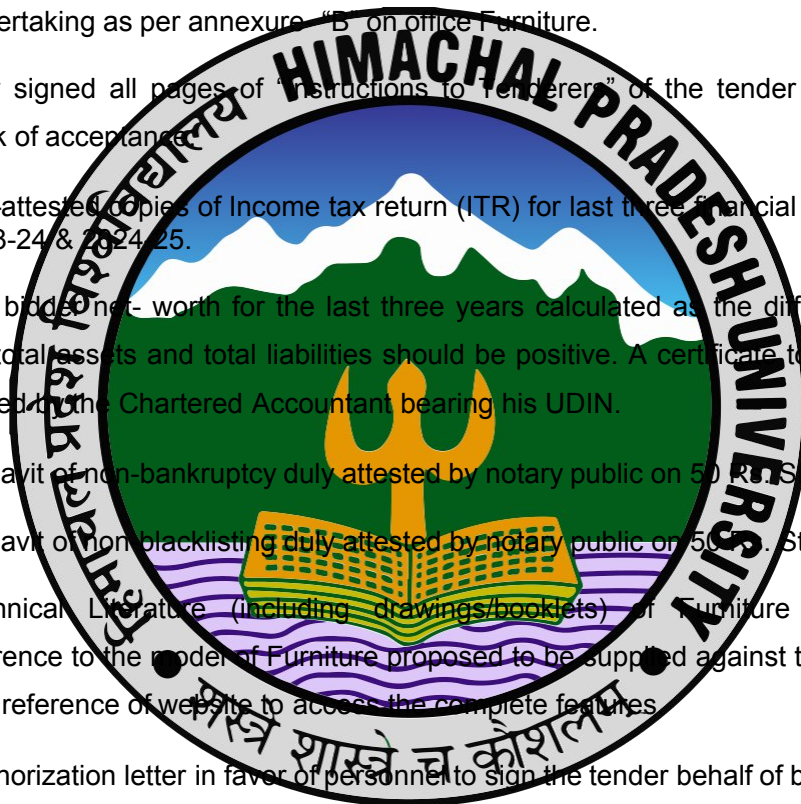
10. Details of Govt. Institutions to whom the bidder has supplied Furniture during last three years as detailed at Sr. No. 1 of Annexure- 'E'. The format for submission of details for at least three purchases are as under: -

S.No.	Address of Purchaser with contact details (email and phone no.)	Details of order for supply placed to bidder	Description and quantity of ordered Furniture items	Value of order in Rupees	Date of Supply Order	Satisfactory supply certificate from respective purchaser
1.						
2.						
3.						

Self-attested copies of above documents be enclosed with Technical Bid

11. Additional document to be enclosed with the technical bid by bidders are mentioned as under: -

- a) In case the bidder is Original Furniture Items manufacturers, the bidder to submit a self-declaration on their letter-head, confirming that they are regular in manufacturing & supplying the furniture for the minimum of last three (03) years.
- b) The bidder must submit valid ISI, BIFMA & ISO Certificate of 9001, 14001 issued by the NABCB & IAF or IAF accredited Agencies/ other higher agencies with confirmed validity.
- c) The Lab testing certificate from National Accreditation Board for Testing and Calibration Accredited Laboratories (NABL) for the tendered items.
- d) Undertaking as per annexure "B" on office Furniture.
- e) Duly signed all pages of "Instructions to Tenderers" of the tender document as a mark of acceptance.
- f) Self-attested copies of Income tax return (ITR) for last three financial years i.e. 2022-23, 2023-24 & 2024-25.
- g) The bidder net-worth for the last three years calculated as the difference between the total assets and total liabilities should be positive. A certificate to this effect duly signed by the Chartered Accountant bearing his UDIN.
- h) Affidavit of non-bankruptcy duly attested by notary public on 50 Rs. Stamp Paper.
- i) Affidavit of non-blacklisting duly attested by notary public on 50 Rs. Stamp Paper.
- j) Technical Literature (including drawings/booklets) of Furniture with particular reference to the model of Furniture proposed to be supplied against this tender along with reference of website to access the complete features.
- k) Authorization letter in favor of personnel to sign the tender behalf of bidder.



- l) The amendments, if required, in any of the terms and conditions including technical specifications of this tender document after conduct of the pre-bid meeting will be uploaded on the <https://hptenders.gov.in> and will be binding on all the bidders.

12. I/We, as bidder, certify that: -

- i) The tender shall remain valid for acceptance for 180 days from the date of opening of the Technical Bid.
- ii) Agree to supply all the items of this tender as per specifications mentioned in the Annexure 'A'.
- iii) Agree to offer services for onsite comprehensive warranty for a minimum two years on the Furniture supplied through this tender.
- iv) Agree that no price of any Furniture will be mentioned in my/our Technical Bid.
- v) Agree that all above furniture's articles will be provided with safety provisions, as per requirements.
- vi) Agree that all above furniture articles will conform to National/Inter-National standard.
- vii) Agree to indemnify the purchaser of any actual loss or perceived/likely loss incurred/to be incurred on account of participation in this tender process.
- viii) Agree that all the documents/information/declaration submitted by me/us under this bid are true to the best of my knowledge and nothing has been concealed thereupon.

Name & Signature of the authorized bidder with stamp and contact details of authorized person of bidder who have signed the tender

Name Designation

Phone Phone (Mobile)

(office)

Email.....

Signature with Seal



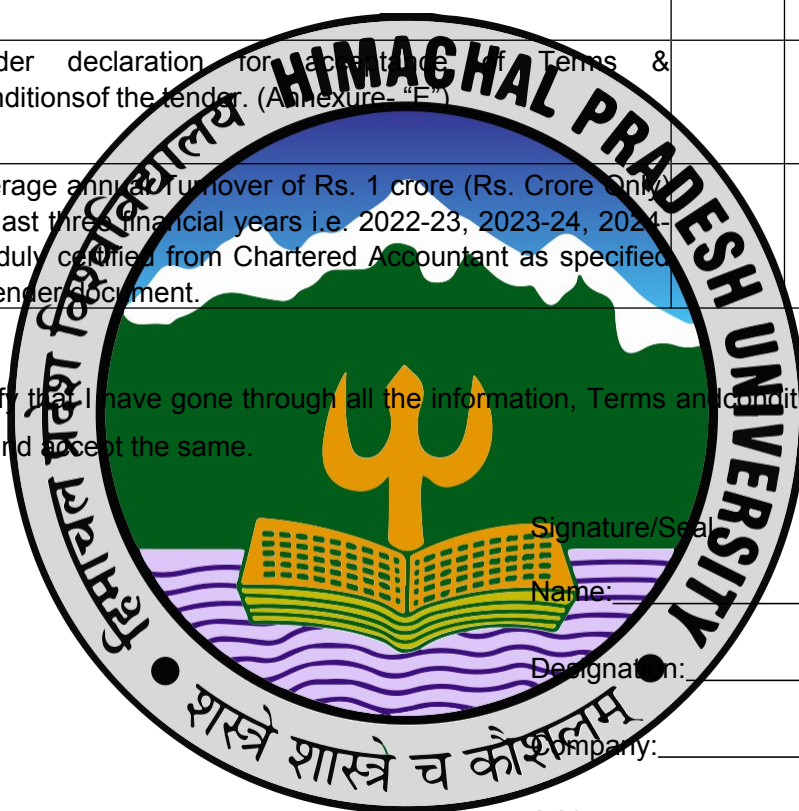
ELIGIBILITY CHECK LIST

(Fill in the fact sheets carefully and should be signed by authorized signatory)

Sr. No	Eligibility Claim	Yes/No	Page No.	Remarks
1.	Demand Draft for Rs.1,500/- as tender form cost in favor of Finance Officer, HP University Shimla-5. Tender fee shall not be refundable under any circumstances.			
2.	EMD of Rs. 3,00,000/- (Rupees Three Lakh only) in shape of FDR duly pledged in favor of Finance Officer, H.P. University, Shimla-5.			
3.	PAN No., GST TIN No. & Firm Registration Number.			
4.	Documents regarding supply to Govt. Institution during last three years as per Sr. No. 10 of Annexure-'C'.			
5.	i. Documents as per Sr. No. 11 (a) of Annexure-'C'			
	ii. Documents as per Sr. No. 11 (b) of Annexure-'C'			
	iii. Documents as per Sr. No. 11 (c) of Annexure-'C'.			
	ISI			
	BIFMA			
	ISO Certificate of 9001ISO			
	Certificate of 14001			
	iv. Documents as per Sr. No. 11 (d) of Annexure-'C'			
	v. Documents as per Sr. No. 11 (e) of Annexure-'C'			
	vi. Documents as per Sr. No. 11 (f) of Annexure-'C'			
	vii. Documents as per Sr. No. 11 (g) of Annexure-'C'			

	viii.	Documents as per Sr. No. 11 (h) of Annexure-'C'			
	ix.	Documents as per Sr. No. 11 (i) of Annexure-'C'			
	x.	Documents as per Sr. No. 11 (j) of Annexure-'C'			
	xi.	Documents as per Sr. No. 11 (k) of Annexure-'C'			
	xii.	Documents as per Sr. No. 11 (l) of Annexure-'C'			
6.		Bidder declaration for acceptance of Terms & Conditions of the tender. (Annexure- 'E')			
7.		Average annual turnover of Rs. 1 crore (Rs. Crore Only) for last three financial years i.e. 2022-23, 2023-24, 2024-25 duly certified from Chartered Accountant as specified in tender document.			

I/We, hereby, certify that I have gone through all the information, Terms and conditions of this tender document and accept the same.



Signature/Seal

Name: _____

Designation: _____

Company: _____

Address: _____

Contact No: _____

Email-id: _____

FORMAT FOR SUBMISSION OF FINANCIAL BID**Tender Ref. No: 3-16/23-HPU SPS-2025**

Name of the Bidder:

The Financial Offer to execute by the supply as per the tender on F.O.R. destination:

-

**PRICE SCHEDULE FORMAT FOR ARTICLES TO BE SUPPLIED AND
INSTALLED****(To be uploaded in Item-rate BOQ online)**

Sr. No.	Item Description <u>Work: - Different</u> Type of Office specific Furniture's of (Annexure A)	Quantity	Unit	Basic Rate in Figure one single item each	GST In % age on Each item	Amount of Each Item including GST	Total Amount A X D	
							Figure	Words
		A	-	B (In Rs.)	C (In Rs.)	D (In Rs.)		
1.	Executive/ Modular Table	100	Each					
2.	High Back Revolving Chair	100	Each					
3.	Visitor Chair	400	Each					
Total Quantity		600						

Note: -

- i) L-1 will be evaluated on total price quoted inclusive of GST & all Taxes.
- ii) The quoted price shall be for F.O.R. HP University, Shimla-5
- iii) Bidder should quote rate for one item (single) of each of above.
- iv) Financial Bid shall be uploaded in form of "BOQ.xls" item-wise on the Website: <https://hptenders.gov.in>.
- v) The quantities mentioned above can be altered at the time of issuance of letter of acceptance to L-1 depending upon availability of funds.
- vi) The rates quoted by the L-1 bidder shall be valid for 1 year.

INSTRUCTIONS/TERMS & CONDITIONS

The Tender shall be submitted in accordance with instructions / Terms & Conditions as under: -

1. Eligible Bidder:

The Original Furniture Items manufacturers (OEM) shall submit a self-declaration on their letter-head, along with the Technical Bid, confirming that they are regular in manufacturing & supplying the similar furniture, as asked in this tender, for the last Three (3) years. Photocopy of proof for supplying of similar furniture items only to Govt. Institutions along with Completion certificate/ under execution certificate. The Bidder should have supplied furniture to the Govt. Institutions of at least **70 Lakhs in a single order or total two orders of at least Rs. 35 Lakhs each, or three orders of at-least Rs. 23.5 Lakh each in the last three years.** The bidder shall enclose the copy of the same in technical bid while submitting the tender.

2. Location of supplies:

- a) The details of location where the Furniture(s) supplied through this tender are as under:

S. No	Location	Address for supplies
1.	Store Purchase Office, H.P. University, Shimla-5	The successful bidder shall place the requisite Office Furniture at various places in main campus of H.P. University as per instructions of Store Purchase Officer.

- b) Purchaser/ Committee concerned reserves full rights to cancel the tender before award of work without assigning any reason.

3. Scope of Supplies

- a) The material shall be supplied F.O.R. HP University, Shimla.
- b) The specifications of the Furniture, as mentioned in the Annexure- 'A', are the requirements of this tender. However, higher specifications of Furniture may be considered in terms of quality of material without prejudice to other competitive bidders.

4. Warranty:

- a) The bidder shall offer on-site comprehensive warranty of Furniture for two (2) years from the date of successful installation and placement of Furniture at the designated location & shall cover each and every part of the Furniture including parts having limited life etc. The purchaser is not liable to pay any extra charges on any account during warranty period.
- b) The bidder shall pay to the purchaser such compensations that may arise by reasons of violation of warranty therein contained but not attended by the bidder. The amount of compensation will be deducted from the performance security amount.
- c) If any part or parts fail or proved defective within the on-site warranty period specified above, owing to defecting design, material or workmanship, the bidder shall have to replace them at the place of installation without asking for

any charges.

- d) During the warranty period, expert(s) shall be deputed at site by the bidder within three working days from the date of request from purchaser, to rectify and fixing the defects of furniture at the location where Furniture supplied. The cost of deputation of expert(s) and any other associated expenditure shall be borne by the bidder.

5. **Purchaser's Right to Vary Quantity:** The Purchaser reserves the right to increase or decrease the quantity to be ordered at the time of placement of the contract as per University's needs. The purchaser also reserves the right to place a repeat order during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly. The rates quoted by the L-1 bidder shall be valid for 1 year.

6. **Tender documents:**

- a) The tender document can be downloaded from the website: <http://www.hptenders.gov.in> only in between the period on **02-11-2025 (3.00 P.M.) to 02-11-2025 (5.00 P.M.)**. The tender fee of Rs. 1500/- in shape of Demand Draft payable in favor of The Finance Officer, H.P. University, Summer Hill, Shimla-5 shall be enclosed with Technical Bid.
- b) After conduct of pre-bid meeting on **06-11-2025**, the purchaser may issue corrigendum, if required, and the prospective bidders are advised to remain in touch with the Website i.e. <http://www.hptenders.gov.in> for any update in respect of this tender.

7. **Pre-Bid Meeting**

The pre-bid meeting will be held on **06-11-2025 at 11:30 A.M.** In case any of prospective bidders have any objection with regard to Instructions/Terms and conditions of the tender, the same may be pointed out at the time of pre-bid meeting. The committee constituted for the purpose reserves the right to relax and waive any of the tender conditions.

8. **Authorization for submission of tender:**

The original and all copies of the bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The written confirmation of authorization (in form of letter on the bidder's letter head) to sign on behalf of the bidder confirming the signature as a person duly authorized to sign should be attached with the technical bid of the tender and upload all documents on the portal with proper indexing. If subsequently comes to light that the person so signed had no authority to do so, the purchaser may without prejudice to any other civil & criminal remedies cancel the tender and hold the Bidder liable for all costs, charges and damages.

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

- a) The EMD shall be submitted in the first envelope super-scribed as "Technical Bid", of prescribed amount by way Demand Draft (in original only) drawn in favor of The Finance Officer, H.P. University, Shimla-5. Quoted by the Bidder. Any bid without EMD from the Bidders shall not be considered.
- b) Any request by the bidders to consider their EMD already furnished by them to any of the other office of the purchaser, for any other contract/tender will not be considered as EMD for this tender.
- c) The EMD of the unsuccessful bidders will be returned within 60 days of

finalization of this tender. However, the EMD of successful bidder will be returned after issuance of award letter.

10. Submission of Tender:

- a) The bidder has to examine all instructions, forms, terms and specifications in the tender documents and to furnish with its bid all documents or information as required by tender document. The bid shall be submitted fully in accordance with the sequence and requirements of the terms and conditions of tender document with proper indexing.
- b) The language for all the correspondence and documents related to the tender shall be in English only. Moreover, the printed literature/technical details for the Furniture shall also be in English.
- c) The bid documents must be placed in a properly sealed envelope addressed to The Store Purchase Officer, H.P. University, Shimla-5 and must be superscribed as **"Tender for the purchase of Office Furniture"** with tender number.
- d) If the envelope is not properly sealed and marked as per the requirement, the Purchaser will hold no responsibility for the misplacement or premature opening of the bid.
- e) All the sections of the tender shall be thoroughly, properly and comprehensively filled in. Any editing/overwriting etc. in the tender must be signed by the person who is signing the tender.
- f) Tenders received in open covers/letters/fax/email will not be considered.

11. Technical Bid Submission:

- a) The bidder must upload all the documents On-line as per Annexure- A, B, C, D and E.
- b) The bidder must submit hard copies of various documents as per Annexure A, B, C, D and E in the Store Purchase Office, H.P University, Shimla-5 on or before last date and time of physical submission of tender.

12. Financial Bid Submission:

- a) Bidder shall take into account of all costs including Packing, Freight, transportation Cost with included unloading of Furniture at the location of the purchaser for giving delivery on material at site.
- b) The item-wise price/rates inclusive of GST and all other taxes are required to be quoted by the bidders. Financial Bid shall be uploaded in the form of **BOQ.xls** item- wise on the **website: <http://hptenders.gov.in>**. L1 will be evaluated on total price quoted inclusive of GST & all other taxes.
- c) The quoted rates cannot be altered during the currency of this tender.
- d) If the bid is found to be the lowest/L-1, the contract shall be awarded to such bidder subjected to the following conditions: -
 - (i) That no court case/dispute, between the company and the department or between the company and its master franchises, regarding faculty implementation of the earlier contract, is pending in any court of law.
 - (ii) That the terms and conditions of the previous tenders and MoU/any decision taken there under in relation to that document will not be applicable to the present Tender Document in any form.
 - (iii) The lowest Bidder L1 will be determined on the basis of total cost of Furniture

items mentioned in Annexure “A”.

- (iv) In case of a situation where lowest BOQ quoted by the bidders are equal (in total amount) then such bidders may be offered an opportunity to quote a revised quote in sealed envelopes after fixing of proper date and time. In such a situation the bidder offering the lowest revised quote will be declared as successful bidder.
- (v) Negotiations, if any, will be held with the bidder in the office of the Registrar, H.P. University.
- (vi) The evaluation committee's decision would be final and binding to the bidders.
- (vii) Letter of Award will be issued to the lowest bidder, if the bid found financially viable.
- (viii) The successful bidder will have to sign an agreement with The Registrar, H.P. University, within the stipulated time of the issuance of letter of the award and all the expenses involved for the preparation of agreement has to be borne by the successful bidder.

13. Sample of Furniture Required:

All prospective bidders will have to submit samples consisting of one complete set of all items of furniture as per specification mentioned in **Annexure “A”** on or before dated **02-12-2023 up to 3:00 P.M.** The sample should be same for which price has been quoted/to be quoted in the bid. All the samples of technically qualified bidders, will be retained by the Purchaser without any payment. The technically qualified bidders mean the bidders whose samples of all the items of this tender, qualifies the specifications criteria mentioned in Annexure-‘A’ and who will fulfil all the eligibility criteria specified in the tender document. Further, the Purchaser reserves the right of testing the sample and cost incurred on testing, will be borne by the respective bidder. The Rejected samples can be taken back by the bidder after completion of tender process.

14. Opening of Financial bid:

The Financial Bid of only technically qualified bidders will be opened on the stipulated due date. Bidders are advised to visit the tender website i.e. <http://www.hptenders.gov.in> on regular basis for any updates.

15. Validity of tender:

- a) The bid shall be valid for period of 180 days from the date of publication of the tender.
- b) In exceptional circumstances, prior to the expiry of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing.

16. Evaluation & Selection criteria:

- 17.** The Tender Evaluation Committee(s) will assess the technical bid documents, and their decision shall be final. No correspondence regarding the evaluation process will be entertained outside the scope of negotiation or discussion conducted with the Committee(s) at the designated date, time, and location of bid opening, as specified in the tender document. The Committee(s) shall open the proposals in the presence of bidders' authorized representatives who choose to attend. Any bidder representatives present shall be required to sign a register as proof of attendance.

18. Earnest money forfeit:

The EMD will also be forfeited in following cases: -

- i) If the bidder does not respond to the requests for clarification of Bid.
- ii) If the Bidder fails to co-operate in the Bid evaluation process.
- iii) If the bidder fails to sign, executive the contract as per terms & conditions stipulated in the tender document.
- iv) If the bidder fails to supply the furniture's with specifications as mentioned in Annexure – "A"
- v) Bidder for any reason what so ever, withdraws the tender after it is accepted or is unable or fails to execute the orders within stipulated delivery period.
- vi) Submission of misleading/contradictory/false statement or information and fabricated/invalid documents is detected before or after the issue of order to execute the supplies.
- vii) If the bid is not in conformity with the instructions mentioned in the tender document.

19. Performance Security Amount.

The Performance Security Amount will have to be deposited by L-1 bidder as detailed at Sr. No.19- ii)

20. Award of Supply Order

- i) Negotiations, if needed, will be held with the L-1 Bidder as per schedule intimated after finalization of tender.
- ii) After conduct of above negotiations, the letter of Acceptance will be issued to L-1 bidder along with the instructions to deposit Performance Security Amount @ 10% of final accepted bid amount within the stipulated time period of 7 days from issuance of this letter. The Performance Security Amount must be deposited in the shape of FDR duly pledged in the name of Finance Officer, H.P. University or in the form of Bank Guarantee from a Nationalized Bank based in India. This Performance Security Amount will be returned to L-1 bidder within 60 days after completion of Warranty Period of 2 years to be counted from the date of issuance of award letter.
- iii) Letter of Award of supply order will be issued to the L-1 after receipt of above Performance Security Amount.
- iv) The successful bidder will have to sign an agreement with The Registrar, H.P. University, Shimla-5 within stipulated time i.e. within Seven (7) Days of the issuance of letter of the award. In no case the successful bidder shall be allowed to sublet the tendered items either wholly or in parts, to any sub-contractor/ sub-franchisee at any stage then the work order shall stand cancelled straightway.

21. Pre-dispatch inspection:

The L-1 bidder will intimate the Purchaser regarding completion of fabrication process of all the tendered items at the factory site within the stipulated time period of the tender. Thereafter, the pre-dispatch inspection (if required) will be conducted by a committee constituted by the Purchaser after due intimation of inspection schedule to L-1 bidder. This pre-dispatch inspection will not absolve L-1 bidder of any responsibility to execute supply order in accordance with the quality mentioned in terms and conditions of tender and also in accordance with the sample approved by the Purchaser. However, in case of any

discrepancy the Purchaser reserve full rights to cancel the supply order without any admissible claim of L-1 bidder.

22. Delivery Time/Delivery/Penalty:

- a. The L-1 bidder will ensure complete delivery of tendered Furniture Items at the designated places of supply, as intimated by Store Purchase Officer, within stipulated time period of Forty-Five (45) days after issuance of letter of award.
- b. The L-1 bidder shall be fully responsible for any loss or damages to material during transportation to designated locations.

- c. In case of delay in supply by L-1 bidder, the penalty can be imposed as detailed below: -

Sr. No.	Delay in Weeks	Penalty Amount
1.	1 week (1-7 days)	@ 1% of undelivered items of awarded amount
2.	2-4 weeks (8-28 days)	@5% of undelivered items of awarded amount
3.	5-6 weeks (29-42 days)	@10 % of undelivered items of awarded amount

Above penalty amount will be deducted from the due payments of L-1 bidders. Further in case of non-supply of complete items after 42 days performance security will be forfeited and supply order will be cancelled.

23. Payment:

After receipt of complete supply and submission of requisite bill by L-1 bidder, the due payments will be released after passing of bills after Pre-Audit of H.P. University.

- i) The Payment of total bill will be made by the purchaser after complete supply, installation, commissioning of Furniture's giving the reference number of purchase order along with copies of delivery note and satisfactory report on installation of furniture from the Inspection Committee constituted for the purpose.

24. Causes of rejection of tender

- a) While submitting the bid, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the bid is liable to be rejected.
- b) If any Bidder stipulates any condition of his own, such conditional bid is liable to be rejected.
- c) The random testing of supplied furniture will be conducted to ascertain that the furniture supplied meet the specifications and in case deviation from the specifications or the supplied items, failing the laboratory test the complete supplied items will be rejected. The cost of such testing will be borne by the bidder.

25. Claims:

- a. If the furniture supplied is different from the approved samples, then the purchaser shall have right to totally reject the Furniture items without admissibility of any claim for compensation from L-1 bidder.
- b. The defected items, if any, will have to be replaced by L-1 bidder without any cost within 10 days.

26. Address for Communication:

All the communication with respect to the tender shall be addressed to:

The Store Purchase Officer, H.P. University, Shimla-5, HP.

27. Force Majeure:

In the event of any unforeseen circumstances directly interfering with the supply of goods/work/service arising during the execution of order such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, earthquakes, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Bidder shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Either party shall have the option to terminate the contract on expiry of 180 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other.

28. Code of Ethics:

The Purchaser as well as the Bidder shall observe the highest standard of ethics including laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988", during the procurement or execution of such contracts. If the bidders are found in Bid pooling or fraud or any act of corruption, then their firms will be blacklisted and the bid of such bidders will be rejected. Such bidders/firms will also be barred from futuristic tender of H.P. University.

29. Arbitration/jurisdiction

- a) In the event of any dispute the legal matter shall be subjected to the jurisdiction of Shimla Court only.
- b) All disputes, differences, claims and demands arising under the contract shall be referred to the Hon'ble Vice-Chancellor H.P. University, Shimla-5 for final decision and the same shall be binding on all the parties. The Hon'ble Vice-Chancellor, H.P. University and bidder/vendor shall make every effort to resolve amicably through direct negotiation, any disagreement or dispute arises between them under or in connection with the work order. If any dispute arises between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matter the decision of which is specially provided for by the general conditions, such disputes shall be referred to Sole Arbitrator, the Hon'ble Vice-Chancellor, H.P. University, Shimla-5. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration and

Conciliation Act, 1996 and the rules there under and any statutory modification or re- enactment thereof the arbitration proceeding shall be held in Shimla.

- c) If the bidder becomes bankrupt or is otherwise declared insolvent, then Registrar, H.P. University, Shimla-5 may at any time terminate the contract by given written notice of 30(thirty days to the bidder. Such termination shall not prejudice or preclude any right of the action or remedy, which has accrued or will accrued or will accrue to the Registrar, H.P. University, and vice versa. **(“In case of the termination of the contract for any of the reasons mentioned above, no compensation shall be due to the bidder and the entire material supplied would become the property of the H.P. University, Shimla-5”).**

30. Representations and warranties by the Bidder:

i) There is no pending or threatened action, suits or proceedings affecting the Bidder or its affiliates or any of their respective assets before a court, government agency, commission or arbitrator or administrative tribunal which affects the Bidder's ability to perform its obligations under the Agreement; and neither Bidder nor any of its affiliates have immunity from the jurisdiction of a court or from legal process **(whether through service of notice, attachment prior to judgment, attachment in aid of execution or otherwise).**

ii) The Bidder confirms that all representations and warranties of the Bidder set forth in the bid are true, complete and correct in all respects.

iii) No information provided by the Bidder in relation to the Agreement, Tender documents, or any document related to security contains any material misstatement of fact, nor omits any fact that would materially affect the enforcement of the rights and remedies of H.P. University, or that is necessary to ensure the accuracy and correctness of any statement, representation, or warranty contained herein.



**Store Purchase Officer,
H.P. University, Shimla-5.**
