

E-Tender Notice (Short Term)
Notice No E-3/Conf/DU/2022

Doon University
Mothrowala Road, Kedarpur
PO Defence Colony
Dehradun-248012

Tele : 0135-2533134/105
Fax :0135-2533115

Date: Dehradun: 13st May2022

A conference is scheduled in Doon University during 1-3 June 2022. E- tenders are invited from the experienced Caterers for the catering services. Details of the catering work areas under :-

Sl.	Description of Work	Date/Arrangements
1.	Catering Services Day 1-Dinner (50 Nos) Menu- I Day 2- High tea-morning (200 Nos) Menu HT-I Day 2- Lunch (200 Nos) Menu- I Day 2- High tea – evening (200 Nos) Menu HT-I Day 2- Dinner (200 Nos) Menu-I Day 3- High tea – morning (200 Nos) Menu HT-I Day 3- Lunch (200 Nos) Menu -I Day 3- High tea – evening (200 Nos) Menu HT-II Day 3- Dinner (100 Nos) Menu-I	01.06.2022 at NityanandSodhSansthan 02.06.2022 ,, 02.06.2022 ,, 02.06.2022 ,, 02.06.2022 ,, 03.06.2022 ,, 03.06.2022 ,, 03.06.2022 ,, 03.06.2022 ,,
2.	Dining Table and Chairs	Round dining table with 6 chairs – 12 sets

(Quantity may be increased or decreased by 25%)

- 2- Date of Release of invitation for Bids through e-tender 13th May 2022.
- 3- The bid document are available online on <http://uktenders.gov.in> from 13th May 2022. The bidder may download the documents through temporary user name & password that is mentioned on the website. For submission of the bids online the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized certifying authorities.
4. Bid should be valid for a period till 31st March 2023.
- 5- Tender fee shall be submitted in form of **Demand Draft** in favour of Doon University Dehradun.
- 6- Earnest money shall be in the form of Bank Guarantee/FDR of any Nationalised Bank/Scheduled bank in favour of Doon University, Dehradun, Uttarakhand (to be valid for a period of 90 days beyond the original validity period of the bids i.e. Financial Year **2022-23**).
- 7- The bidder are required to submit the bid documents on line. The bidder shall also attach the scanned copy of D.D for tender fee and scanned copy of document for earnest money online.
- 8- Last Date/time for receipt of Bid through e-procurement is 27th May 2022, 2021 upto 3.00 P.M.
- 9- The bidder are required to submit (a) original demand draft towards the cost of bid documents (b) original bid security/EMD in approved form and (c) original affidavit regarding correctness of information furnished with bid document as per provision of bidding documents (d) a set of scanned copies of all the original documents presented through e-tendering should be submitted in physical form (e) Affidavit of Rs. 100/- excepting all the terms and conditions of the tender should be submitted to the University failing which bid shall be declared non-responsive. The Department shall not be responsible for any postal delay.
- 10- The list of successful tenderers qualifying the technical bid **may** be called for presentation of concept and theme of the event at their own cost **The price bid of only technically** qualified tenderers shall be opened.
- 11- The Vice-Chancellor, Doon University, Dehradun reserves the right to reject any or all tenders without assigning any reason thereafter.
- 12- Tenderers are advised to go carefully through the e-tender document and instructions available **on website** and ensure compliance before submitting their e-tender. Conditional bids shall not be accepted.
- 12- All other conditions relevant to tender process can be seen in Instructions to bidders (ITB) **given** in bidding documents.

For further details please log on to <http://doonuniversity.ac.in>

Registrar
Doon University, Dehradun

Bid Reference:

Doon University
Mothrowala Road Kedarpur, PO Defence Colony
Dehradun

E-TENDER DOCUMENTS

FOR

Catering Services for Conference

During 1-3 June 2022

DATE OF COMMENCEMENT OF
E-TENDER DOCUMENT

: 13th May 2022

LAST DATE AND TIME FOR
SUBMITT OF BIDS

: 27th May 2022, 3:00 PM

Enclosure-Schedule of Requirement and technical details

Date: Dehradun: 13th May 2022

- 1- Doon University intends to organize Conference during 1-3 June 2022.
- 2- The Caterers can participate in the e-tender process for the following work along with other necessary information.

Sl.	Description of Work	Date/Arrangements
1.	Catering Services Day 1-Dinner (50 Nos) Menu- I Day 2- High tea-morning (200 Nos) Menu HT-I Day 2- Lunch (200 Nos) Menu- I Day 2- High tea – evening (200 Nos) Menu HT-I Day 2- Dinner (200 Nos) Menu-I Day 3- High tea – morning (200 Nos) Menu HT-I Day 3- Lunch (200 Nos) Menu -I Day 3- High tea – evening (200 Nos) Menu HT-II Day 3- Dinner (100 Nos) Menu -I	01.06.2022 at NityanandSodhSansthan 02.06.2022 ,, 02.06.2022 ,, 02.06.2022 ,, 02.06.2022 ,, 03.06.2022 ,, 03.06.2022 ,, 03.06.2022 ,, 03.06.2022 ,,
2.	Dining Table and Chairs	Round dining table with 6 chairs – 12 sets

3- Duly filled technical and financial bids containing requisite information must be submitted online within stipulated date and time. You must furnish all information called for in the e-tender.

4. The bidder are required to submit (a) original demand draft towards the cost of bid documents (b) original bid security in approved form and (c) original affidavit regarding correctness of information furnished with bid document as per provision of bidding documents (d) a set of scanned copies of all the original documents presented through e-tendering should be submitted in physical form (e) Affidavit of Rs. 100/- excepting all the terms and conditions of the tender should be submitted to the University, failing which bid shall be declared non-responsive. The Department shall not be responsible for any postal delay.

5- The e-tender is non-transferable. The following points should strictly be observed while filling up the form.

- (a) **Company/firm will affix their stamp in the space provided at the bottom of each sheet and authorized signatory of the company must sign at the place assigned for.** Additional sheets duly authenticated may also be attached to elucidate specification or clarify a point. Without the above, bids will be rejected/liable to be rejected.
- (b) The costs indicated for each work should be FOR Doon University, Dehradun, inclusive of all taxes, levies, freight etc.
- (c) Total cost for the full work should be clearly indicated. Incomplete quotations will be rejected.

Registrar
Doon University
Dehradun

E- TENDER ENQUIRY

1- Dates and Time schedule for e-tender:-

S. No.	Scheduled	Date	Time	Place
1.	Pre bid meeting	20.06.2022	11:00 A.M.	
2.	Last date for receipt of e-tender	27.06.2022	3.00 P.M.	
3.	Presentation	After opening of technical bid		
4.	Opening of Financial bid	After evaluation of technical bid and presentation		

1- The Tendering firms are requested to submit their online offer in two parts (Technical Bid and Financial Bid in BOQ Format) as per the instructions given in e-tender document and scanned hard copy of technical documents presented and original documents for tender fee and earnest money should be submitted within stipulated date and time to Doon University Dehradun.

2- The Technical Bid is to be submitted online under the heading Technical bid document and commercial bid is also to be submitted online in the approved format (Annex-1-).

3- **E- Tender Fee:- Rs. 1000.00**

The tender fee must be paid through original DD in favour of Doon University, Dehradun and a scanned copy of the same should be attached with the tender document.

4- **Earnest Money (Bid Security) :Rs. 12,000.00**

The tendering firm will submit Earnest money in the form of original Bank draft or F.D.R. pledged to Doon University, Dehradun with the validity period of 45 days beyond the date of bid-validity and a scanned copy of the same should be attached with the tender enquiry document.

5. **Concept & Layout:** The tenderer should provide concept and layout of the event.

Company's Stamp/Seal

Signature-----

(Authorised Signatory)

Name

Dated: 13th May 2022

6- **Presentation** :- As per the date, time and place mentioned in e-tender enquiry, the presentation will be examined after evaluation of technical bid documents.

7- **Validity of Offer** :- till 31st March 2023.

8- **Delivery Period** : As per event schedule.

9 (a) **PAST PERFORMANCE REPORT**

The firm should give Performance report of 3 events of similar kind organized in last 3 years (costing to Rs. 5 Lac and above) to the department/organization along with Technical bid as a supporting document.

(b) **Technical capability clause**

The firm should have a minimum capacity of organising 3 times of such events per Annum. Annual turnover should not be less than 20 Lakh in last three years.

10- **Financial Bid:** Tendering firms are required to quote their financial offer in the format given in e-tender documents. The rates should be quoted FOR Doon University, Mothrowala Road Kedarpur, Dehradun.

11- The event will be organized at **Doon University, Mothrowala Road, Kedarpur, Dehradun.**

12- **EVALUATION CRITERIA**

The bidding firms shall be evaluated on the following criteria :-

- (a) Tender fee should be submitted. No NSIC exemption shall be applicable.
- (b) EMD should be deposited. No NSIC exemption shall be applicable.
- (c) The firm should be in existence for the past 5 years.
- (d) PAN card of the firm has to be mandatorily submitted.
- (e) GST No of the firm along with certificate must be mandatorily submitted.
- (f) The firm should have executed at least three orders of event management of minimum 5 Lac in the past three years. Proof of the same should be enclosed.
- (g) The firm should have a turnover of Rs. 20 Lakhs each in past three financial years. Certificate from CA with regard to this has to be mandatorily submitted.
- (h) Affidavit regarding clean track that the firm has not been blacklisted anywhere in India must be submitted.
- (i) Income tax return of past three financial years must be attached.
- (j) Acceptance of all terms and conditions of the tender should be attached in letter head.

13- **Financial offers** will be opened only of those firms, whose technical offers have been found suitable after technical evaluation (documents & presentation).

14- The **Financial Offer** will be opened by a committee and if firms desire, may depute their representative, duly authorized in writing, to be present at the time of opening tenders. Further negotiations will be made only with the lowest bidder (L-1) as determined by the committee. The University reserves the right to reject any technical bid, on sufficient grounds as it deems fit.

THE ACCEPTING OFFICER

15- On behalf of the Governor of Uttarakhand "The chairman of Purchase Committee Doon University, Dehradun", will be the accepting authority after departmental approval by the competent authority. **Doon University has the sole discretion to accept or reject any e-tender without assigning any reason.**

16- Once the supply order has been placed, it will be the Vendor's responsibility to make necessary arrangements for the event.

17- Any conditions/terms given in the technical or commercial bids by the vendors will not be binding on Doon University Dehradun. All terms and conditions for the scope of work, acceptance, payment, and penalty will be as given herein and no change in terms or conditions by the vendor will be accepted. Vendors will not

make any assumptions while submitting their bids. If required, clarifications will be sought prior to the submission of the bids on Tele 01352533134/01352533105 and Fax No. 0135/2533115 or through letter to the Chairman purchase committee.

18- Format for Bank Guarantee is given in the E-Tender Document (Attached) . Scanned copy must be attached online.

19- Bank Guarantee(BG) should be sent to The Registrar Doon University, Dehradun directly by the issuing bank under Regd Post (AD).

20- When BGs are sent directly by vendor due to some emergent factors, vendor should ensure that one unstamped duplicate copy of the guarantee is sent by their Bank directly to The Registrar Doon University, Dehradun.

21- **SECURITY CLAUSE:-** To ensure due performance of the contract, the performance security deposit is to be obtained from the successful bidder who has been awarded the contract. On finalization of lowest e-tender on opening of commercial bid/e-tender or after price negotiation, the lowest tenderer will be intimated of this fact and will be required to submit a **Security deposit of sum of 5% of the value of the proposed supply order in the form of bank guarantee of a Nationalized Bank payable in favour of Doon University Dehradun with in 07 days.** On receipt of above security money the work order will be issued within 07 days. In the event of non receipt of security deposit within 07 days of issuance of written intimation to the tenderer, the work order would not be issued and earnest money is liable to be forfeited. The work order will be issued only on receipt of Security Deposit of contract. The Bank Guarantee will be returned on successful completion of supply order as per the conditions.

22- **Liquidated Damages** :- If the vendor fails to complete the work in stipulated time frame in accordance with the work order, the vendor shall be liable for penalty deduction upto 10%.

23- **LAWS GOVERNING THE CONTRACT:-**

a- This contract shall be governed by the Indian laws in force.

24- **JURISDICTION OF COURTS:-**Dehradun.

25- In event of any breach or of default in all or any of the conditions set for in this contract, Doon University may take and forfeit to itself any part there of or the whole amount of payment still due to the firm. As it may in its absolute discretion to compensate, reimburse or Indemnity in respect of loss or damage or inconvenience caused by reason of breach of default.

26- (a) Give your **Permanent Account Number** allotted by the income tax department along with a photocopies of the **PAN Card /GSTN** and audited balance sheet for the last three years with the technical bid.

(b) One Non-Judicial Stamp paper of Rs. 100/- (One Hundred only) for declaration/undertaking as per the matter given below in declaration, duly stamped having seal of firm and signatures of Vendor/representative should be submitted along with technical bid .

Company's Stamp/Seal

Signature-----

(Authorised Signatory)

Dated:

Name

DECLARATION

I /we hereby declare that I/We have read the terms and conditions of the e-tender and agree, abide by the same and by the decisions of the purchaser (Registrar Doon University) as per e-tendering terms and conditions. No conditional clause in the quotation is acceptable. All offers will be considered without prejudice to the rights and privileges of the purchaser.

I / We acknowledge that I/We have made myself/ourselves fully acquainted with all the conditions and circumstances under which the services required under the contract will have to be made or furnished and with all the terms clauses, conditions, specifications and other provisions of the contract and I/We shall not plead ignorance of any of these as an excuse in case complaint against or rejections of services provided by me/us with a view either to asking for enhancement of any rates agreed to in the contract or to evading of my/our obligation under the contract.

1- Dispute Resolution Mechanism:-

If the dispute of any kind whatsoever arises between Doon University and the vendor in connection with or arising out of contract will be resolved in the first place by The Chairman, Purchase Committee. The committee may co-opt any other officer, if required, for dispute resolution. This committee will serve as Dispute Resolution Board for the purpose.

Arbitration:-

- a- All questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein and as to the quality of workmanship or materials used on the work or as to any other question, claim, right matter or thing, whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same, whether arising during the progress of the work or after the cancellation, termination, completion of abandonment thereof, shall be referred to a sole arbitrator for adjudication through arbitration. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceedings.
 - b- The Vice-Chancellor Doon University will act as arbitrator.
 - c- In extreme case, the request to appoint an arbitrator or panel of arbitrators may be sent to State Government. In this case the arbitrator will not be below the rank of Additional Secretary to the State Government.
- 2- All the rules and guidelines for works/services issued by the Uttarakhand Government will be applicable.
- 3- Liquidated damages may be imposed for defaults/inordinate delay on the part of the supplier who is also liable to be blacklisted.
- 4- No representation shall be accepted after opening of financial offer.
- 5- The attached e-tender document includes detailed instructions for the bidders. These should be complied by the vendors while submitting the e-tender.
- 6- The Vice Chancellor Doon University is empowered to accept or reject any e-tender without assigning any reason.

Registrar
Doon University
Dehradun.

Company's Stamp/Seal

Signature-----

(Authorised Signatory)

Dated:

Name

Menu and other Specifications

1. High tea menu (**Menu HT-I**) : Tea, Coffee, Biscuits (good day), Water bottle
2. High tea menu (**Menu HT-II**) : Tea, Coffee, Biscuits (good day), Veg sandwich, Mix-pakoda, Cutlet, Paneer Pakoda, dry Gulab jamun, Water bottle
3. **Menu I-** Chapati, Naan, Pulao, Mix veg, Paneer Item, Dam Aloo, Arhar Dal, Fruit Raita, Green Salad, Papad, Achar, sweet dish. Water bottle
4. Round dining chair with new table cover cloth and six clean chairs – Total 12 sets
5. Water dispenser and bottles for distribution during conference.
6. Sufficient quantities of waste bins (dust bins) for disposal of waste.
7. **The food and high-tea is to be served in new bone-china crockery with new cutlery.**

CONTRACT FORM (This would be signed with the successful bidder)

THIS AGREEMENT made theday of....., 20... Between.....
(Name of purchaser) of (Country of Purchaser) (Hereinafter called "the Purchaser") of the one part and

..... (Name of Supplier) of (City and Country of Supplier) (Hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of (Contract Price in Words and Figures) (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Bid Form and the Price Schedule submitted by the Bidder;
 - (b) The Schedule of Requirements;
 - (c) The Technical Specifications;
 - (d) The General Conditions of Contract and restrictions;
 - (e) The Special Conditions of Contract; and
 - (f) The Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/ provided by the Supplier are as under:

SL. NO.	BRIEF DESCRIPTION OF Work	SUPPLIED	UNIT PRICE	TOTAL PRICE	DELIVERY TERMS
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TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said (For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the
said (For the Event Manager)

in the presence of:.....

INSTRUCTIONS TO BIDDER

1. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and Registrar Doon University, Dehradun, Uttarakhand hereinafter referred to as "Doon University", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process

2. Bidding Documents

The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition

to the Invitation for Bids, the bidding documents include:

1. Instruction to Bidders (ITB) ;
2. General Conditions of Contract (GCC) and Restrictions
3. Schedule of Requirements (details of demands of goods, consignees, services, etc..)
4. Technical Specifications;
5. Bid Form;
6. Price Schedules;
7. Bid Security Form;
8. Contract Form;
9. Performance Security Form;
10. Performance Statement Form;

The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

3. Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by telex or email or fax at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than 15 days prior to the deadline for submission of bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders which have received the bidding documents.

4. Amendment of Bidding Documents

1. At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
2. All prospective bidders who have submitted their bid will be notified of the amendment in writing or by email or by fax, and will be binding on them.
3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

5. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in Hindi provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation shall govern.

6. Documents Constituting the Bid

The bid prepared by the Bidder shall comprise all the documents according to bid document.

7. Bid Form

The Bidder shall enclose the complete furnished Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, and their country of origin, quantity and prices.

8. Bid Prices

The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract. Bidders shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such bids shall not be taken into account for evaluation and shall not be considered for award. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected,

9. Documents Establishing Bidder's Eligibility and Qualifications

1. The Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
2. The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction, at the time of submission of its bid.
3. The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction:

(a) That the Bidder has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements to this end, all bids submitted shall include the following information:

(i) The legal status, Industrial Registration/Municipal Registration for factory license/Companies act Registration and principal place of business of the company or firm or partnership, etc.;

(ii) Details of experience and past performance of the bidder on equipment offered and on those of similar nature within the past three years and details of current contracts in hand and other commitments (suggested Performa given in the bid document).

(b) The manufacturing units which failed in past due to non-compliance of tender conditions issued by the purchaser need not to apply.

10. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

1. The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
2. The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of :
 - (a) a detailed description of the essential technical and performance characteristics of the goods ;
 - (b) a list giving full particulars, necessary for the proper and continuing functioning of the goods , following commencement of the use of the goods by the Purchaser; and
 - (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
 - (d) For purposes of the commentary, the Bidder shall note that standards for workmanship/ material by the purchaser in its Technical Specifications are intended to be descriptive only and not restrictive.

11. Bid Security/Earnest Money Deposit

The Bidder shall furnish, as part of its bid, a bid security/ Earnest Money Deposit in the amount as specified.

1. The bid security/ Earnest Money Deposit shall be denominated in Indian Rupees and shall:
2. at the bidder's option, be in the form of a demand draft, bank guarantee from a nationalized/Scheduled Bank located in India in favour of Doon University, Dehradun, (Uttarakhand) in its original form and remain valid for a period of 45 days beyond the original validity period of bids,
3. Any bid not secured with bid security/ Earnest Money Deposit will be rejected by the Purchaser as non-responsive.
4. Unopened or Unsuccessful bidder's bid securities/ Earnest Money Deposit will be discharged /returned as promptly as possible as but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser.
5. The successful Bidder's bid security/ Earnest Money Deposit will be discharged upon the Bidder signing the Contract,, and after furnishing the performance security
6. The bid security/ Earnest Money Deposit may be forfeited:
 - (a) if a Bidder (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or (ii) does not accept the correction of errors pursuant it GCC; or
 - (b) in case of a successful Bidder, if the Bidder fails:
 - (i) to sign the Contract in accordance with GCC; or
 - (ii) to furnish performance security in accordance with the terms and conditions..

12. Period of Validity of Bids

1. Bids shall remain valid till 31st March 2023 after the deadline for submission of bids prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive
2. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses there to shall be made in writing (or by email or telex or fax). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

13. Format and Signing of Bid

1. The bidder shall prepare two separate bid copies, clearly marking each for Technical Bid and Financial Bid
2. The Bidder shall prepare two separate copies of the technical bid and financial bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate. In the event of any discrepancy between them, the original shall govern.

14. Deadline for Submission of Bids

1. Bids must be received by the Purchaser at the address specified (a) no later than the time and date specified in the Invitation for Bids In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received on the appointed time on the next working day.
2. The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

15. Opening of Bids by the Purchaser

1. At the time of opening of bids being declared a holiday for purchaser's office, the due date for submission and opening of bids will be the following working day at the appointed time.

2. The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening.
3. Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
4. The Purchaser will prepare minutes of the bid opening.

16. Clarification of Bids

During evaluation of technical bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

17. Preliminary Examination

1. The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from Agents, without proper authorization from the manufacturer, shall be treated as non-responsive.
2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the supplier does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.
3. Prior to the detailed evaluation the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security , , Force Majeure, Limitation of liability, law Taxes & Duties and other important documents as per ITB,GCC, Schedule of Requirements, if there is any Special conditions in the technical specification will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the _____ of the bid itself without recourse to extrinsic evidence.
4. If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
5. The Purchaser's evaluation of a bid will take into account, in addition to the bid price (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner indicated in ITB and in the Technical Specifications:
 6. cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;
 7. delivery schedule offered in the bid;
 8. Other specific criteria indicated in Schedule of requirements or Technical Specification.
 9. Determination of a bid's responsiveness should be based on the bid itself without recourse to extrinsic evidence or oral discussions.
 10. The State government, through the Administrative Department and with the concurrence of Financial Department may provide purchase/price preference for goods manufactured within the state by Small, Cottage/Khadi/ Tiny enterprises/ established within the state, The preference should not be more than ten percent of the lowest quoted rate.

18. Delivery Schedule: Total items as per event schedule.

19. Award Criteria

The Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

20. Purchaser's right to vary Quantities at Time of Award

The Purchaser reserves the right at the time of Contract award to increase or decrease by 25 % of the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions

21. Right to Accept Any Bid and to Reject Any or All Bids

Doon University reserves the right to accept or reject any bid or all the bids at any time of the bidding procedure without assigning any reasons

22. Notification of Award

1. Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by email/telex or fax, to be confirmed in writing by registered letter, that its bid has been accepted.
2. The notification of award will constitute the formation of the Contract.
3. Upon the successful Bidder's furnishing of performance security, Doon University will promptly notify the name of the winning bidder at the website and will discharge its bid security
4. If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.
5. Contract should ordinarily be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the corresponding bidding document. However the lowest acceptable bidder is not in a position to supply the full quantity required, the remaining quantity, as far as possible, be ordered from the next higher responsive bidder at the rates offered by the lowest responsive bidder
6. In the rate contract system, where a number of firms are brought on rate contract for the same item, negotiation as well as counter offering of rates is permitted to the bidders under specific permission of the government.

23. Signing of Contract

1. At the same time as the Purchaser notifies the successful bidder that its bid has been accepted, the Purchaser will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
2. Within 2 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract and return it to the Purchaser.

24. Performance Security

1. Within 07 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents or in another form acceptable to the Purchaser.
2. Failure of the successful bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.
3. Performance security should remain valid for a period of sixty five days beyond the date of completion of all contractual obligations of the suppliers/ bidders .
4. Bid security shall be refunded to the successful bidder on receipt of performance security.

25. Affidavit for non convictedetc...

Enclose a Notarized affidavit that our firm not being debarred/ Blacklisted/ prosecuted by Central Govt. or any state Govt. departments for breach of agreement etc...

GENERAL CONDITIONS OF CONTRACT AND RESTRICTIONS

1. Definitions - In this Contract, the following terms shall be interpreted as indicated:

1. "The Contract" means the agreement entered into between Doon University and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
2. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
3. "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
4. "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
5. "GCC" means the General Conditions of Contract contained in this section.
6. "The Purchaser" means the organization purchasing the Goods
7. "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
8. "Day" means calendar day.

2. Country of Origin

1. For purposes of this Clause "origin" means the place where the Goods are mined, grown or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
2. The origin of Goods and Services is distinct from the nationality of the Supplier.

3. Turnover

Annual sales turnover of supplying establishment of past three years, certified by Chartered Accountant, which shall be not less than 1crore.

4. GST

The bidder should submit a copy of their GSTN.

5. Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

6. Use of Contract Documents and Information

1. The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
2. Any document, other than the Contract itself, enumerated shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

3. The supplier shall permit the purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by the officers appointed by the purchaser, if so required by the Purchaser.

7. Patent Rights

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India via an affidavit of Rs. 100/-.

8. Performance Security

1. Within 07 days after the Supplier's receipt of Notification of Award, the Supplier shall furnish Performance Security in favor of Doon University, Dehradun to the Purchaser for an amount of 5% of the contract value, valid up to 180 days after the date of completion of performance obligations including warranty obligations.
2. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
3. The Performance Security shall be denominated in Indian Rupees
4. A Bank guarantee issued by a nationalized/scheduled bank located in India in the form provided in the bidding documents or another form acceptable to the Purchaser
5. The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 180 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract.
6. In the event of any contract amendment, the Supplier shall, within 07 days of receipt of such amendment furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 180 days after the completion of performance obligations including warranty obligations.
7. If the supplier fails to perform any duties in the contract period or any breach of contract, the performance Security shall be forfeited.

8. Inspections and Tests

1. The Purchaser or its representative shall have the right to inspect and/or to test the items to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
2. The inspections and tests may be conducted on the premises of the Supplier at work/job final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
3. Should any inspected or tested fail to conform to the specifications, the Purchaser may reject the job and the Supplier shall either replace the rejected items or make alterations necessary to meet specification requirements free of cost to the Purchaser.
4. The Purchaser's right to inspect, test and, where necessary, reject the work/job after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

9. Delivery and Documents

Management of the event shall be made by the firm in accordance with the terms specified by the Purchaser in the Notification of Award. The goods will be delivered at Doon University, Dehradun.

10. Payment

Payment for work and Services shall be made as follows:

1. The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice in triplicate describing, as appropriate, the work done and the Services performed, and upon fulfillment of other obligations stipulated in the contract.
2. On completion of the work: 100% of the contract price shall be paid within sixty (60) days after final acceptance of satisfactory work.

11. Prices

Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized or in the Purchaser's request for bid validity extension, as the case may be.

12. Contract Amendments

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

14. Delays in the Supplier's Performance

1. Performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.
2. If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

15. Liquidated Damages

If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct 0.5% per week and the maximum deduction is 10% of the contract price from the Contract Price, as liquidated damages, of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance,. Once the maximum is reached, the Purchaser may consider termination of the Contract.

16. Termination for Default

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser ; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, in competing for or in executing the Contract.

In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those

undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract.

17. Force Majeure

1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default. Its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
2. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
3. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

18. Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

19. Termination for Convenience

1. The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
2. The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (a) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

20. Settlement of Disputes

1. The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
3. Any dispute or difference in respect of which a notice of commencement arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
4. Arbitration proceedings shall be conducted in accordance with the rules of procedure .
5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Purchaser shall pay the Supplier any monies due the Supplier.

6. Arbitration proceedings shall be held at Dehradun, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
7. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

21. Limitation of Liability

Except in cases of criminal negligence or willful misconduct, and in the case of infringement

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Governing Language

The contract shall be written in English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

23. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India.

24. Taxes and Duties

Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

25. Fraud and Corruption

The purchaser requires that the Bidders, Suppliers, Contractors, and Consultants under this contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the purchaser:

defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (iii) “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the borrower, designed to establish bid prices at artificial, non competitive levels; and

(iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

purchaser have the right to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the purchaser. If the supplier firm founds faulty purchaser can take appropriate action against the supplying firm.

TECHNICAL BID

1. Name of the Agency :
2. Name of the authorized person
(who signs on the tender document).....
3. Address of the agency
5. Phone No.....Mob No.....e-mail.....
6. Eligibility Criteria for Selection

SI No	Particulars	Description	Proof Required
1.	Name of events conducted (Minimum 3 events above 5 lac value should be conducted in national level institute/organisations	(a) (b) (c)	Copy of the work order and satisfactory performance report should be attached
2.	Registration with GST department (should be registered in Uttarakhand)	GSTN..... Validity upto.....	Copy of GSTN should be attached.
3.	Registration with income tax department	PAN No.....	Copy of PAN issued by Income Tax authorities.
4.	Details of tender cost Rs. 1000/-	DD No Dated..... Amount.....	Original DD of Rs 1000/- +GST should be attached.
5.	Details of EMD Rs. 12,000/-	DD No Dated..... Amount.....	Original DD of Rs.12,000/- should be attached.
6.	Tender acceptance	Tender documents duly stamped and signed by the authorized person of tenderer	To be attached
7.	ITR of last 3 years	ITR	To be attached
8.	CA Certificate	For turnover of last 3 financial years	To be attached

Signature

Date :