

# **Tender Document for supply and installation of Textile Wall at UPiDR Lucknow**

**No: 290 /UPID®/2022-23/Date – 05-11-2022**



Issued by  
**UTTAR PRADESH INSTITUTE OF DESIGN & RESEARCH**  
Ministry of Micro, Small & Medium  
Enterprises and Export Promotion  
Government of Uttar Pradesh  
Lucknow - 226002  
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**SECTION – I**

**NOTICE INVITING TENDER**

**UTTAR PRADESH INSTITUTE OF DESIGN & RESEARCH**

**Ministry of Micro, Small & Medium  
Enterprises, Government of Uttar Pradesh  
Opposite Lulu Mall, Near Delhi Public  
School, Roberts Lines, Amar Shaheed Path,  
Lucknow - 226002**

**Contact No. : +91-9140088956**

**Email: admin@upid.ac.in Website: www.upid.ac.in**

**Date of Issue : 05.11.2022**  
**Tender No : 290/UPID®/2022-23**  
**Due date : 21.11.2022 Time: 5:00 pm**  
**Technical bid opening date : 22.11.2022 Time: 11:00 am**

On behalf of UTTAR PRADESH INSTITUTE OF DESIGN & RESEARCH (UPIDR)

Sealed bids are invited from eligible bidders for Supply and Installation of Textile Wall. The list of equipment and their specifications are given in **Section V**.

Any Professional/Supplier having turnover of Rs. 10 lakhs (Rupees Ten lakhs) in each of the last three years i.e. 2019-20, 2020-21 and 2021-22 as per P&L audited statement of Accounts are eligible to bid for Supply and Installation of Textile wall.

**Table. 1 Tender Fee and Bid Security/EMD (Security Deposit) in the form of DD will be as follows:**

<b>Sl.No.</b>	<b>Description (1)</b>	<b>Tender Fee (2)</b>	<b>EMD/Bid Security (3)</b>
1	<b>Textile Wall</b>	<b>1000</b>	<b>15000</b>

1. Intending bidders may obtain copy of the tender document containing commercial conditions along with relevant specifications by one of the following methods:

a. By downloading tender document from the **www.upid.ac.in** and submitting tender fee amount indicated in **column 2** of above table (for respective equipment) in the Form of demand draft drawn in favor of Director, U. P. Institute of Design, Lucknow; payable at Lucknow at the time of submission of bid in a separate envelope

OR

b. Can obtain from The Director, UTTAR PRADESH INSTITUTE OF DESIGN & RESEARCH, Opposite Ansal Golf City, Near Delhi Public School, Roberts Lines, Amar Shaheed Path, Lucknow - 226002 by paying tender fee amount indicated in **column 2** of above table (for respective

equipments) in the form of demand draft drawn in favour of Director, U. P. Institute of Design, Lucknow; Payable at Lucknow between 10.00 Hrs. to 17.00Hrs on all working days from **05.11.2022** till the closure of the tender.

2. The technical bids price bids & EMD should be submitted in separate sealed envelopes super scribed as “Technical Bid” / “Price Bid”, / EMD as applicable. Sealed envelopes containing the Technical Bid and the Price Bid shall again be put in another envelop duly sealed and super scribed with the tender number, name of Equipment, due date of opening of the tender.
3. If the bidder wishes to quote for more things, they should quote product wise as enumerated in point no.2.
4. Tender document can be downloaded from our website [www.upid.ac.in](http://www.upid.ac.in) . The bidders must enclose the tender documents duly signed with seal in all pages.

## SECTION II

### INSTRUCTIONS TO BIDDERS

#### A. INTRODUCTION DEFINITIONS

- **“The Purchaser”** means the **DIRECTOR, UTTAR PRADESH INSTITUTE OF DESIGN & RESEARCH, Opposite Ansal Golf City, Near Delhi Public School, Roberts Lines, Amar Shaheed Path, Lucknow - 226002.**
- **“The Bidder”** means the individual or firm who participates in the tender and submits bid.
- **“UPIDR”** means **UTTAR PRADESH INSTITUTE OF DESIGN & RESEARCH, Opposite Ansal Golf City, Near Delhi Public School, Roberts Lines, Amar Shaheed Path, Lucknow - 226002.**
- **“The Agency”** means the individual or firm rendering the services under the contract.
- **“The Services”** means all activities related to conduct & performance of contractual obligations under the contract.
- **“The Advance Purchase Order/ Letter of intent”** means the intention of UPIDR to place the Purchase Order on the bidder.
- **“The Purchase Order”** means the order placed by UPIDR on the Supplier/ Agency signed by UPIDR including all attachments and appendices there to and all documents incorporated by reference therein. The purchase order shall be deemed as “Contract” appearing in the document.
- **“The Contract Price”** means the price payable to the Supplier/ Agency under the purchase order for the full and satisfactory performance of its contractual obligations.
- **“Acceptance”** is a process of accepting satisfactory services rendered by “Supplier/ Agency” by UPIDR.

#### 1. ELIGIBILITY CRITERIA

- Minimum three years’ experience in the field of supply of similar work.
- Annual Turnover for supply of laboratory equipment at least Rs.10.00 lakhs (Rupees Ten lakhs) in each of the last three years i.e. from **2019-20, 2020-21 and 2021-22** as per P&L audited statement of account.
- Must have similar work experience at State or Central Government Institutions or reputed Educational or Research Institution and proof of such supplies should be produced.
- Registration Certificate/Certificate of incorporation, if any.

## 2 COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## 3. BID DOCUMENTS

3.1 The services required to be rendered; bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The Bid documents include:

- |  |   |              |
|--|---|--------------|
| a) Notice Inviting Tender & List of Equipment  | - | Section I    |
| b) Instructions to Bidders                     | - | Section II   |
| c) General (Commercial) Conditions of Contract | - | Section III  |
| d) Special Conditions of the Contract          | - | Section IV   |
| e) Schedule of Requirements                    | - | Section V    |
| f) Technical Bid                               | - | Section VI   |
| g) Price Bid Proforma                          | - | Section VII  |
| h) Bid Form                                    | - | Section VIII |
| i) Performance Security Guarantee Bond         | - | Section IX   |
| j) Check List                                  | - | Section X    |

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

## 4. CLARIFICATION OF BIDDOCUMENTS

- 4.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify UPIDR in writing or by E-mail at UPIDR's mailing address indicated in the invitation of Bid. UPIDR shall respond in writing or by E-mail to any request for the clarification of the Bid Documents, which it receives **not later than 07 days prior to the date of opening of the Tenders**. Copies of the query (without identifying the source) and clarifications by UPIDR shall be sent to all the prospective bi
- 4.2 Tenders who have received the bid documents. Amendments will also be notified on UPIDR website. Clarifications will be uploaded in our website. Bidders are requested to refer our website frequently.
- 4.3 Any clarification issued by UPIDR in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents

## **5. AMENDMENT OF BID DOCUMENTS**

- 5.1 At any time, prior to the date of submission of Bids, UPIDR may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments.
- 5.2 The amendments shall be notified in UPIDR website and these amendments will be binding on prospective bidders. The bidder is not supposed to change any clause in tender document downloaded from website. However, the printed version of Tender Document available along with amendments (if any) issued by UPIDR will be applicable to all bidders in case of any discrepancies.
- 5.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, UPIDR may, at its discretion, extend the deadline for the submission of bids suitably.

## **B. PREPARATION OF BIDS**

### **6. DOCUMENTS COMPRISING THE BID**

The bid prepared by the bidder shall comprise the following components (these will also be used for determining the eligibility criteria)

- 6.1 Documentary evidence established in accordance with the eligibility criteria explained above that the bidder is eligible to bid and is qualified to perform the contract if the bid is accepted.
- 6.2 Bid Security furnished as shown in Column 3 in clause 1 of Section I.
- 6.3 A bid form and price schedule completed in accordance with clause 8 & 9.
- 6.4 Bidder shall furnish a clause-by-clause compliance to the requirements and commercial conditions demonstrating responsiveness to terms and conditions. In case of deviations, a statement of deviations and exceptions of provisions of the contract and commercial conditions shall be given by the bidder. A bid without clause-by-clause compliance of terms and conditions shall not be considered.
- 6.5 Audited P&L Accounts for the last three years **i.e. 2019-20, 2020-21 and 2021-22**
- 6.6 Registration Certificate/Certificate of incorporation, if any.
- 6.7 GST Registration
- 6.8 Copy of PAN./CIN No. of the Company
- 6.9 Lists of clients with reference in minimum two firms with name, designation and contact details
- 6.10 Self-certification of full-fledged office infrastructure
- 6.11 Brief on supply of similar equipment and supplies handled during last five years.
- 6.12 List of offices/branches in India, with address and contact details
- 6.13 GST number along with registered email id and phone number of the firm

### **7. BIDFORM**

The bidder shall submit the bid form in their own Stationery and appropriate Price Schedule furnished in the Bid Documents, indicating the details of services and descriptions as per requirement.

## **8. BIDPRICES**

- 8.1 The bidder shall give the CIF inclusive of all Levies & Taxes for **supply and installation of textile wall in UPIDR campus**. The basic unit price and all other components of the price need to be individually indicated against the services it proposed to supply under the contract as per price schedule given in **Section VIII**.
- 8.2 Prices indicated in the Price Schedule shall be entered in the following manner:
- i. The Basic Unit price Excise duty, GST, Forwarding, Packing paid or payable by the Agency shall be quoted separately item wise.
  - ii. The supplier shall quote as per price schedule given in **Section VIII** for all the items given in schedule of requirement.
- 8.3 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 8.4 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.
- 8.5 “DISCOUNT, if any, offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free service, etc, into account”.
- 8.6 The price approved by the UPIDR for the service will be inclusive of Levies and Taxes as mentioned in Para 8.1 above. Breakup in various heads like basic cost and other taxes paid/payable as per clause 8.2(I) is for the information of the purchaser and any change in these other than taxes, shall have no effect on price during the scheduled delivery period.

### **8.7 Guarantee/Warranty:**

**Comprehensive onsite warranty for three years is required.** Warranty period will start from the date of installation of items. In case at installation stores / part of stores are found defective / damaged during or after delivery to consignee, the supplier will replace or repair the store under warranty at consignees location in India free of cost or if any case it is required to sent back to foreign manufacturer / supplier should bear the cost. Bank Guarantee equivalent to the cost of equipment is required to be submitted before lifting the store. All expenses in this regard will be borne by the supplier.

### **8.8 AMC**

It is required to have 2 AMC. One free AMC for one year after the expiry of warranty period. Also, quote the AMC charges **separately for comprehensive and non-comprehensive** (Labour and consumables) for **two years** after warranty period i.e., **4th & 5th year**

## **9. BID SECURITY**

- 9.1 The bidder shall furnish, as part of his bid, a bid security/EMD for an amount as shown in **Table.1** for individual item in the form of Demand Draft in favor of the Director, U. P. Institute of Design, Lucknow;
- 9.2 The bid security is required to protect UPIDR against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to para 9.7
- 9.3 The bid security shall also be in the form of a bank Guarantee, issued by a scheduled bank in favor of U. P.



Institute of Design, Lucknow valid for a period of **180 days from the date of tender opening**

- 9.4 A bid not secured in accordance with para 9.1 & 9.3 shall be rejected by UPIDR as non- responsive at the bid opening stage and returned to the bidder unopened.
- 9.5 The bid security of the unsuccessful bidder will be discharged/returned without interest as promptly as possible as but not later than 30 days from the date of Opening of Financial Bid.
- 9.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the letter of in dent and furnishing the performance security.
- 9.7 The bid security may be forfeited:
- a. If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or any extension thereof in accordance with clause 11 or
  - b. Bidder does not respond or
  - c. Bidder fails to co-operate during bid evaluation procedure.
  - d. In the case of successful bidder, if the bidder fails to furnish performance security.

## **10. PERIOD OF VALIDITY OF BIDS**

- i. Bid shall remain valid for 180 days after the date of opening of bids prescribed by UPIDR. A bid valid for a shorter period shall be rejected by UPIDR as non- responsive.
- ii. In exceptional circumstances, UPIDR may request the consent of the bidder for an extension to the period of bid validity. The request and the response there to shall be made in writing. The bid security provided as per Clause 10 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

## **C. SUBMISSION OF BIDS**

### **11. SEALING AND MARKING OF BIDS**

**The bids must be submitted in Four Envelopes as detailed below:**

- 11.1 Sealed Envelope-I shall contain the Technical Bid super-scribed as 'Tender for Supply and installation of Textile Wall, TECHNICAL BID. Also please write the S. No and name of Equipment in the sealed envelope.
- 11.2 Sealed Envelope -II shall contain BID SECURITY & TENDER FEE as mentioned in Clause 10, Section II above & super scribed as **"Tender for Supply and installation of Textile Wall for UPIDR in the "BIDSECURITY"**.
- 11.3 Sealed Envelope -III shall contain financial bid as per Section VI. (Duly signed by authorized representative of bidder with company seal) & superscribed as **"Tender for Supply and installation of Textile Wall for UPIDR in the "FINANCIAL BID"**. If the bidder wishes to quote for more than one equipment, they should quote in separate envelopes for both Technical & Financial bid duly super scribing the name of the equipment. All the equipment should have warranty period of minimum 2 years. All the equipment should also provide free AMC for another one year beyond warranty period.
- 11.4 These three sealed envelopes may be put in a bigger envelope super scribed **"Tender for Supply and**

installation of Textile Wall for UPIDR” and must mention name & address of bidder on the envelope.

## **12 SUBMISSION OF BIDS**

12.1 Tender completed in all respects may be submitted 5:00 pm on 21.11.2022

Following address (tenders received after the due date and time shall not be entertained)

**DIRECTOR**

**UTTAR PRADESH INSTITUTE OF DESIGN & RESEARCH,**

**Opposite Ansal Golf City, Near Delhi Public School, Roberts Lines, Amar Shaheed Path, Lucknow–  
226002**

### **LATE BIDS**

Any bid received by UPIDR after the **deadline for submission (21.11.2022)** of bids prescribed by UPIDR **shall be rejected.**

## **13. MODIFICATION AND WITHDRAWAL OF BIDS**

13.1 The bidder may withdraw his bid after submission provided that the written notice of the withdrawal is received by UPIDR prior to the deadline prescribed for submission of bids.

13.2 The bidder’s withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 12. A withdrawal notice may also be sent by E-mail but followed by the signed confirmation copy by post, so as to reach this office **not later than the deadline for submission of bids.**

13.3 Subject to clause 13, no bid shall be modified subsequent to the deadline for submission of bids.

## **D. BID OPENING ANDEVALUATION**

### **14. OPENING OF BIDS BY UPIDR**

14.1 UPIDR shall open the **Technical bids (Envelope I and Envelope II)** in the presence of their authorized representatives who choose to attend, at 11.00 am on 22.11.2022. The financial bid of the bidders who are found Techno commercially non responsive will be rejected and returned unopened.

14.2 The date fixed for opening of bids if subsequently declared as holiday by UPIDR the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

14.3 The financial bid will be opened only for bidders declared eligible and selected after techno-commercial evaluation. The financial bid will be opened on a date fixed after evaluation of techno-commercial bids.

### **15. CLARIFICATION OF BIDS**

To assist in the examination, evaluation and comparison of bids, UPIDR may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

## **16. SELECTIONPROCEDURE**

- 16.1 Agencies found to fulfill eligibility conditions will be considered after verifications of eligibility criteria as per clause 1 & 9 of Section II.
- 16.2 The bidders shall be evaluated as per criteria given at clause 17 below.
- 16.3 If more than 5 bidders become eligible, the top 5 bidders will be short-listed based on the basis of evaluation as per criteria detailed below.
- 16.4 Short listed agencies shall be called to make a presentation of 15 minutes, if required.
- 16.5 Financial bids of the selected agencies only shall be opened. In case of non- finalization of deal with the selected agency, offer will be made to the agencies at Sr. No 2 & 3 in order of their ranking.

## **17. Bid Opening & Evaluation of Bids**

### **17.1 The technical bids will be evaluated in two steps**

- The bids will be examined based on eligibility criteria stipulated at Section-II-1 to shortlist the eligible bidders.
- The technical bids of only the short listed eligible bidders shall be evaluated based on technical specifications stipulated at Section-V
- The bidders whose technical bid is found to meet both the requirements as specified above will qualify for opening of the financial bid and will be informed about the date and time of the opening of the financial bid.
- The duly constituted Tender Evaluation Committee (TEC) shall evaluate the bids. The TEC shall be empowered to take appropriate decisions on minor deviations, if any.

### **17.2 Comparison of Bids**

- Only the short-listed bids from the bid evaluation shall be considered for commercial comparison.
  - The Financial bids will be evaluated on the basis of prices quoted.
  - The contract will be awarded to lowest evaluated bidder.
- 17.3 Agency selected will be offered contract as per clause 19, Section-II of the Tender Document.
- 17.4 UPIDR reserves the right to offer the contract to a qualified bidder.
- 17.5 UPIDR's decision in regard to evaluation & selection shall be FINAL and binding on the Agency and same shall not be challenged by the agency either before Arbitration Tribunal or before the Court. The same shall be stand specifically excluded from the previewed of the Arbitration clause.

## **18 CONTACTING UPIDR**

- 18.1 No bidder shall try to influence UPIDR on any matter relating to the bid.
- 18.2** Any effort by a bidder to influence UPIDR in UPIDR's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

## **19 AWARD of Contract**

- 19.1 UPIDR shall evaluate as the most suitable by those eligible bidders whose offers have been found

technically, commercially and financially acceptable and evaluated as the most suitable by UPIDR.

- 19.2 Award of work shall be considered on the basis of requirement as assessed by UPIDR.
- 19.3 A Purchase order will be issued by UPIDR to the selected Agency.
- 19.4 The Agency should supply the equipment as early as possible after the award of purchase order.
- 19.5 Upon the successful bidder furnishing of performance security pursuant to clause 4 Section III, UPIDR shall discharge the bid security in pursuant clause9.

## **20 UPIDR'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALLBIDS**

UPIDR reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of UPIDR's action.

## **21 JURISDICTION**

- 21.1. This tender and or the contract or work order issued under this tender shall be governed by Laws of India and shall be exclusive jurisdiction of courts at Lucknow.

## SECTION III

### GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

#### 1. APPLICATION

The general condition shall apply in contracts made by UPIDR for the procurement of goods/services

#### 2. PERFORMANCE SECURITY

- 2.1 The successful bidder shall be required to deposit 5% of the total value of the order as performance security, if the total value of the equipment including Bid Security is 2-5 lakhs and required to deposit 10 % of the total value of the order as performance security, if the total value of the equipment including Bid Security is > 5 lakhs within

14 days of issue of letter of indent in the form of D.D\*/Pay Order\*/Fixed Deposit Receipt\* / Bank Guarantee (performance security bond prescribed in Section VIII) from commercial bank drawn in favor of “The Director, U. P. Institute of Design, Lucknow” and the bank guarantee shall remain valid for 60 days beyond the date of completion of all contractual obligation of supplier including warranty obligation for the equipment/goods.

- 2.2 Otherwise Invoice value of 5 or 10 % as mentioned in point no. 2.1 will be kept as Performance Security deposit. The amount of performance security so withheld will be discharged after the warranty period is over.
- 2.3 If the contractor fails or neglects any of the bid obligations under the contract it shall be lawful for UPIDR to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure.
- 2.4 The proceedings of performance security shall be payable to UPIDR as compensation for any loss resulting from Supplier/ Agency’s failure to complete its obligation under the contract.
- 2.5 The performance security bond shall be extended suitably in the event of extension of period of contract or till all obligations under the contract has been satisfied.

\*Performance Security will not carrying any interest.

#### 3. TRAINING

- 3.1 The selected agency shall provide training for operation and maintenance of supply of laboratory equipment supplied to staff of UPIDR at free of cost where required and asked for by UPIDR.
- 3.2 The agency shall provide all training material and documents.

#### 4. PAYMENT TERMS

##### 4.1 A. FOR INDIGENOUS SUPPLIES:-

90% Payment on bill basis after supply, satisfactory installation, commissioning and performance of the equipment at UPIDR, Lucknow and after satisfactory certification by our Technical Experts concerned. The balance 10% including Bid Security will be released on completion of warranty period.

## **5. PRICES**

- 5.1. The rates quoted for the laboratory equipments shall be for free delivery and installation at **UPIDR, Lucknow.**
- 5.2. Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the price quoted by the supplier in his bid.
- 5.2. Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time.
- 5.3. In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take the benefit of decrease in these taxes/duties for the supplies made from the date of enactment of revised duties/taxes.
- 5.4. In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.
- 5.5. Any increase in taxes and others statutory duties/levies after the expiry of scheduled delivery date or award of contract/work order shall be to the supplier account. However, benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier.

## **6. CHANGES IN PURCHASE ORDERS**

- 6.1 UPIDR may, at any time, by a written order given to a Supplier/ Agency, make changes within the general scope of the contract related to terms & references, enlarging the scope, analysis or specifications.
- 6.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the Supplier/ Agency for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

## **7. DELAYS IN THE SUPPLIER/ AGENCY'S PERFORMANCE**

- 7.1 Delivery of service and performance of the services shall be made by the Supplier/ Agency in accordance with the time schedule specified by UPIDR in its purchase order/work order/contract. It also covers Saturday/Sunday and other holidays where UPIDR may require services. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, UPIDR reserves the right either to short close /cancel this purchase order and/or recover liquidated damage charges equivalent to the maximum contract value and including forfeit value of the PBG. The cancellation/short closing of the order shall be at the risk and responsibility of the Supplier/ Agency and UPIDR reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.
- 7.2 Delay by the Supplier/ Agency in the performance of its delivery obligations shall render the Supplier/ Agency liable to any or all of the following sanctions, forfeiture of its performance security, imposition of liquidated damages, and/or termination of the contract for default.
- 7.3 If at any time during the performance of the contract, the Supplier/ Agency or subcontractor (s) should

encounter condition impeding timely delivery of the goods and performance of service, the Supplier/ Agency shall promptly notify to UPIDR in writing the fact of the delay, its likely duration and its cause (s). As soon as practicable after receipt of the Supplier/ Agency's notice, UPIDR shall evaluate the situation and may at its discretion extend the period for performance of the contract.

7.3.1 If the supplies are not completed in the extended delivery period, the purchase order shall be short closed and both the performance securities shall be forfeited and penalty equivalent to the contract value.

## **8. TERMINATION FOR DEFAULT**

8.1 UPIDR may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier/ Agency, terminate this contract in whole or in part,

- i. If the Supplier/ Agency fails to deliver satisfactorily any or all of the goods & services within the time period (s) specified in the contract, or any extension thereof granted by UPIDR pursuant to clause10;
- ii. If the Supplier/ Agency fails to perform any other obligation(s) under the Contract; and
- iii. If the Supplier/ Agency, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as UPIDR may authorize in writing) after receipt of the default notice from UPIDR.

a. In the event UPIDR terminates the contract in whole or in part pursuant to Para 9.1 UPIDR may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the Supplier/ Agency shall be liable to UPIDR for any excess cost for such similar services. However the Supplier/ Agency shall continue the performance of the contract to the extent not terminated.

## **9. TERMINATION FOR INSOLVENCY**

UPIDR may at any time terminate the Contract by giving written notice to the Supplier/ Agency, without compensation to the Supplier/ Agency. If the Supplier/ Agency becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to UPIDR.

## **SECTION IV**

### **Special conditions of the Contract:-**

1. The special conditions of the contract shall supplement the 'Instructions to the Bidders' as contained in Section II & "General Conditions of the Contract" as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III.
2. If the date fixed for opening of bids is subsequently declared as holiday by the Government of Uttar Pradesh, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.
4. Any clarification issued by purchaser in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
5. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
6. The bidder has to arrange demonstration of the product to be supplied at his own cost.
7. The Agency shall be responsible for compliance of all applicable laws, codes, statutory Regulations & established practice as required for performance of services under this contract. Whether now in force or which may hereinafter come in force during the currency of the contract and or extension thereof.
8. Invoices should be in the name of The Director, UPIDR, Lucknow.



**SECTION V**

**SCHEDULE OF REQUIREMENTS**

3. Looms

Sl.No	Type of Loom	Quantity
1	<p>Wall size -</p> <ul style="list-style-type: none"><li>- Width =14.9 feet</li><li>- Height = 36 feet</li><li>- Total = 531 sq feet (53 sq metre)</li></ul> <p>Upper layer - textile fabric Middle layer - Coat fusing Last layer - thick matte khadi fabric Beading frame 2 inch upper and back in 3 layers</p> <p>TOTAL FABRIC 216 sq metre</p> <p>Upper layer Textile fabric -72 sq metre Middle layer Coat fusing - 72 sq metre Last layer thick matte khadi fabric 72 sq metre</p> <p>Fabric names-</p> <ol style="list-style-type: none"><li>1. Banarsi</li><li>2. Organza</li><li>3. Batik</li><li>4. Shabouri</li><li>5. Kalamkari</li><li>6. Georgette embroidered</li><li>7. Silk</li><li>8. Net fabric embroidered</li><li>9. Polka dot</li><li>10. Chanderi</li><li>11. Khaki silk</li><li>12. Dupian silk</li><li>13. Cotton silk</li><li>14. khaddi fabric</li><li>15. Tiger satin prints</li><li>16. Gharchola in satin prints</li></ol> <p>Aluminium patti both side 3mm thickness 2 inch width 14.9 length.</p>	01

**SECTION-VI**

**TECHNICAL BIDS**

(To be sealed in separate Cover) Specification of the

equipment / item (in detail) to be purchased

S.N	Details of Technical Specifications	Whether complied with YES/NO	If yes, please attach Tech literature of the equipment duly printed & clearly specify page No of Bulletin which specifically confirm this	If no, attach deviation statement	Remarks (if any)

N.B.:- 1. All the bidders are requested to provide true statement in the columns. Concealing of facts will liable to be rejected the tender completely. No communication will be made in this regard.

Signature of Tenderer with  
office seal

**SECTION- VII**

Price BID FORM

No:

Date: .....

To

Director  
UTTAR PRADESH INSTITUTE OF DESIGN AND  
RESEARCH,  
Lucknow.

Dear Sir,

1. We undertake, if our Bid is accepted, to commence deliveries within schedule time frame and to complete delivery of all the services specified in the contract within as per schedule calculated from the date of issue of your purchase order/RO.
2. If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for 5-10% of the cost of equipments.
3. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
6. We understand that you are not bound to accept the lowest or any bid, you may receive.
7. We have applied for following categories and have submitted required bid security as per clause 9.1, section II of tender document.

Category	Bid security amount
Supply of laboratory equipments	Rs-----/-

8. We are eligible and submitted all documents for following category separately. The preferences of the categories are as follows. We understand the preference mentioned cannot be changed subsequently by us.

Category	Bid Submitted (Yes / No)
Supply of laboratory equipments	

Dated this ..... day of .....2021

Name and Signature -----

In the capacity of .....

Duly authorized to sign the bid for and on behalf of.....

Witness.....

Address.....

Signature

**SECTION – VIII -BID FORM**

**PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA**

1	2	3	4	5 <u>price per unit</u>		6	7	8
Schedule No.	Item description	Accounting unit & Quantity	Ex-factory/ ex-warehouse / ex-showroom off- the shelf (a)	Packing and Forwarding © (a)	Transportation (b)	Over all price (a+b)	GST tax payable if contract awarded	Total price

**Total bid price in Rupees: (in figures) .....**  
**(in words) .....**

**Signature of bidder**  
**Name**  
**Business address**

**Place:**  
**Date:**

Signature of the Tenderer  
 Date with Company Seal

**SECTION IX**

**PERFORMANCE SECURITY GUARANTEE BOND**

In consideration of UPIDR (herein after called the "UPIDR"} having agreed to exempt \_\_\_\_\_(hereinafter called "the said contractor(s)') from the demand under the terms and conditions agreement/(Purchase Order)No\_\_dated \_\_\_\_\_made between \_\_\_\_\_ and \_\_\_\_\_ for

\_\_\_\_\_ For the supply of \_\_\_\_\_  
(hereinafter called "the said agreement "), of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of \_\_\_\_\_ the bank guarantee for \_\_\_\_\_ we, (name of the bank) \_\_\_\_\_(here in after refer to as "the bank") at the request of \_\_\_\_\_

\_\_\_\_\_ (contractor (s)) do hereby undertake to pay to UPIDR an amount exceeding \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or any reason of the contracts failure to perform said Agreement.

2. We (name of the bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demanded from UPIDR stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by UPIDR by reason of breach by the said contractor(s)' of any of the terms or conditions contained in the said Agreement or by reason of the contractors(s)' failure to perform the said Agreement or roll out the services as per schedule V & parameters for failure of compliance of intellectual property rights. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of UPIDR in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_ We undertake to pay to UPIDR any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/Supplier/ Agency(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/Supplier/ Agency(s) shall have no claim against us for making such payment.

3. We (name of the bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of UPIDR under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till expiry of 90days beyond the date on which the warranty period of the equipment(s)expire.

4. We (name of the bank) \_\_\_\_\_ further agree with UPIDR that UPIDR shall have the fullest liberty without our consent and without affecting in any manner our obligations there under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by UPIDR against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of UPIDR or any indulgence by UPIDR to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. We (name of the bank) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of UPIDR in writing.

Dated            the            \_\_\_\_\_            day            of            \_\_\_\_\_            for  
\_\_\_\_\_

(Indicate the name of bank)

**SECTION X**  
**Tender Document for supply and installation of Textile Wall at UPIDR Lucknow**  
**TENDER NO.**  
**CHECKLIST FOR THE TENDERER**

Name and Address of the Tenderer:	List of Equipment Quoted
EMD/Security Deposit	Document Charge/ Tender fee
EMD should be in the form of DD drawn in any Nationalized Bank in favour of The Director, U. P. Institute of Design, Lucknow	Document Charge/Tender fee should be in the form of DD drawn in any Nationalized Bank in favour of The Director, U. P. Institute of Design, Lucknow
DDNo..... Dated..... ForRs..... Drawn on.....Bank .....Branch	DDNo..... Dated..... ForRs..... Drawn on.....Bank .....Branch

**\*Supportive Documents must enclosed for fulfilling Eligibility criteria, to be submitted by the Tenderer**

1	Minimum three years' experience in the field of supply of similar items	Yes/No
2	Annual Turnover for supply of laboratory equipments development at least Rs. 10.00 Lakhs (Rupees Ten lakhs) in each of the last three years i.e. from <b>2019-20, 2020-21, 2021- 22</b> as per P&L audited statement of account	Yes/No
3	A bid form and price schedule	Yes/No
4	Bid Security	Yes/No
5	Audited P&L Accounts for the last three years i.e. <b>2019-20, 2020-21, 2021- 22</b>	Yes/No
6	Registration Certificate/Certificate of incorporation, if any	Yes/No
7	Service Tax Registration	Yes/No
8	Copy of PAN./CIN No. of the Company	Yes/No
9	Self-certification of full-fledged office infrastructure	Yes/No
10	Lists of clients with reference in minimum two firms with name, designation and contact details	Yes/No
11	Authorized dealer Certificate from Manufacturer.	Yes/No
12	Brief on supply of similar supply handled during last five years	Yes/No
13	List of offices/branches in India, with address and contact details	Yes/No
14	Contact Person Mobile No. & Land Line	Yes/No

Signature of the Tenderer Date

with Company Seal

Signature of the Tenderer  
Date with Company Seal