

Scope of Work and Additional Terms and Condition for Kastuba Gandhi Balika Vidyalaya (Hostel) furniture and equipments through GeM Portal

1. Terms of reference

The Client seeks the services of a qualified firm to undertake the purchase of Furnitures in KASTUBA GANDHI BALIKA VIDYALAYAs located in Districts efficiently and successfully. The Terms of Reference (the "TOR") and the scope of the Bidder for this assignment are specified below.

1.1 Scope of services

The broad scope of work of the Bidder/Supplier, during the contract period, would be to supply the Furnitures in KASTUBA GANDHI BALIKA VIDYALAYAs in various district of state (UP), which shall include the following activities, but not limited to:

❖ Specifications for Furniture's and equipments for Hostel are as follows:

S. No.	Item	Particulars
1	बुक रैक	CRCA steel make 4 shelves with MS angle 36x35x12 inch
2	पदें	Good Quality
3	कुर्सी (प्लास्टिक मोल्डेड)	Plastic moulded
4	अलमारी	CRCA steel almira of size 78x36x19 inch
5	कुर्सी	Executive revolving office mesh type chair, highback with cushion seat
6	मेज	Table size 48x36x30 inch with one side two drawer & one side with cabinet with table top prelamnated flat pressed layer (medium density) particle board of graded wood particle Board is IS 3087 marked with one side decorative with other side balancing lamination grade-1
7	100 छात्राओं की क्षमता वाला रोटी एवं खाना गरम रखने वाली मशीन (हॉट केस), थाली-100, कटोरी-100, गिलास-100, चाय का थर्मस एवं खाना बनाने एवं परोसने वाली समस्त सामग्री, खाद्य सामग्री रखने वाला कन्टीनर, आर0ओ0 50 ली0, फ्रिज 650 ली0, वाटर कुलर, गैस-कनेक्शन आदि	Good Quality
8	फुटबाल, बास्केट बॉल, बालीबॉल, क्रिकेट किट, हॉकी किट, टेनिस किट, बैडमिंटन किट, टेवल टेनिस, चेस, पॉटपुट, डिस्कस थ्रो, जेवलिन इत्यादि।	Good Quality
9	डरटबिन	Medium size with Ild
10	प्लास्टिक बकेट 20 ली0	20 litre
11	मग	Good Quality
12	रूम कूलर (छात्रावास हेतु)	56 litre desert air cooler
13	एल0ई0डी0 टी0वी0	smart android 42 inch
14	म्यूजिक सिस्टम एवं साउण्ड	120 watt

1.1.1. In addition to the above-mentioned extent of scope, quantities can be increased or decreased during the contract up to +/- 20%, of any type, at the discretion of the Client or the committee formed hereunder.

1.2 Deliverables

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D.C. (S.S.)

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Signature

Signature

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1.2.1 **Delivery period:** The ordered item shall be delivered & installed within **30 days** from the date of Purchase Order as applicable or on the mutually accepted date and terms.

The item should be delivered to the destination i.e. KASTUBA GANDHI BALIKA VIDYALAYAs Siddharthnagar at 07 Blocks and within a period of 25 days & installation be completed within the next 5 days. If any material is not delivered by the date specified, the Department/Directorate/Client reserves the right, without liability, to cancel the order for undelivered material not yet shipped or tendered, and to purchase the same from another vendor, and to charge the defaulting Vendor for any loss incurred in this transaction. Any provisions there off or delivery by installment shall not be construed as obligatory unless agreed upon by both the parties. The client/purchasers shall have the right to refuse deliveries made more than one week in advance of any delivery schedule appearing in the order unless arrangements for such early delivery have been confirmed with the receiving party.

It will be the responsibility of the vendor for the safe arrival of equipment in full and good conditions at the department's specified destination and the department will not pay separately for transit insurance if any.

Delivery Point: The bidders shall have to deliver the furniture to specified 07 numbers of KASTUBA GANDHI BALIKA VIDYALAYA (Birdpur, Shohratgarh, Barhni, Itwa, Bhanvapur, Domariyaganj, Khesraha) of the district.

Inspection and tests: The client/ purchasers right to inspect, test, and, where necessary, reject the Goods after the Goods arrive at Site, shall in no way be limited or waived because of the Goods having previously been inspected, tested, and passed by the purchaser before the shipment of the goods. The Inspection and test certificates shall accompany the goods/invoice.

1.2.2 **Sample:** Samples shall be provided by the supplier at the entire cost of the supplier.

1.2.3 **Packing:** Each package shall have marked with (i) Order No. (ii) Reference number of the packing list and (iii) supplier's name on three sides of the package with proper paint/indelible ink.

1.2.4 **Shipping, Packaging, and Labelling:** All Furniture and related items purchased hereunder must be packed and packaged to ensure its safe delivery following good commercial practices. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, during transit, and open storage. Packing case size and weights shall take into

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consideration, where appropriate, there muteness of the goods' final destination and the absence of heavy handling facilities at all points in transit, including the final destination. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in the contract and any subsequent instructions ordered by the Purchaser. It is the sole responsibility of the supplier to provide/replace the item/goods if it is lost or broken during the shipping or transportation due to whatever may be there as on. The bidders/suppliers are responsible to ensure, by contacting THE PURCHASER, of the district that the delivery has been properly done i.e., all the items/goods have properly reached the specified destinations.

- 1.2.5 **Delivery and Documents:** Upon delivery of goods, the supplier shall notify the purchaser and Insurance company by fax the full details of the shipment like contract No., description of the goods, quantity, and name of the consignee, etc., Also, the supplier shall mail copies of the documents like Supplier's Invoice, RR/LR, packing list, insurance certificate, warranty certificate and inspection certificate issued by the concerned Bidder/factory, etc.,
- 1.2.6 **Estimated Bid Value** -108.81073 lakh .

1.3 Payment schedule, deliverables, and timeline.

Term of the payment:

- i. No advance payment will be made.
- ii. The payment process for the supply of furniture is one stage payment. 100% payment only after 100 percent supply of all the furniture items at designated KGBVs subject to verification by the verification committee and their recommendation for release of payment.
- iii. 100% of the total undisputed payment shall be released on submission of proof of delivery of complete item/stores (stores/consignee receipt), inspection report, and on certification of satisfactory installation of the item at the consignee's premises.
- iv. The Supplier shall submit the school wise bills to the DPO of the concerned districts after delivery and installation of furniture at Delivery Points, who will process the bills after verification of work and found to be conforming with the specifications given in the Tender Document. The bills raised by the Supplier shall be in the name of the concerned DPO.
- v. The Supplier shall provide information regarding the bank account such as Name of Bank, account number, IFS code, PAN Number, etc., into which the payment is to be made against the bills raised by him through Direct Credit (DC).

Shikha
6.2.1 (4.2d)

for

[Signature]

[Signature]

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- vi. While claiming payment, the Supplier has to certify that the payment being claimed is strictly in terms of the Agreement and all the obligations on the part of the Supplier for claiming this payment has been fulfilled as required under the Agreement.
- vii. **Invoicing/Payments/Set-Offs:** After completion of supply against the purchase order, the Agency shall send duplicate invoices including item number to DPO.
Payment of invoice shall not constitute acceptance of Material ordered and shall be subject to appropriate adjustment if the Agency failed to meet the requirements of this agreement. The purchaser shall have the right at any time to set-off any amounts due to the Vendor, against any amounts owed DPO with respect to this agreement.
- viii. **Documents for Payments of Domestic Goods:**
 - I. Supplier's Invoice indicating, description, and specification of the goods, quantity, unit price, total value;
 - II. Packing list;
 - III. The insurance certificate, if applicable;
 - IV. Railway receipt /consignment note;
 - V. Manufacturer's guarantee certificate;
 - VI. Inspection and installation certificate duly signed by the service engineer and designated senior official by the Department/Directorate of Basic Education.
 - VII. Any other document(s) as and if required in terms of the contract.
 - VIII. Copy of canceled cheque/NEFT detail for making an online payment

1.4 Review and monitoring of the Bidder's work

1.4.1 **Inspection and Acceptance:** Material procured by the vendor shall be inspected and tested by the designated officer by THE PURCHASER/BASIC EDUCATION OFFICER at the vendor's cost. If deemed necessary, the Vendor shall provide without charge, all reasonable facilities and assistance for such inspection and test. Any inspection records relating to Material covered by this agreement shall be made available to the purchaser during the performance of the order.

(a) If any Material covered by this agreement is defective or otherwise not conforming to the requirements of this agreement, the purchaser may, by written notice to the Vendor:

- I. Rescind the purchase/supply order as to such non-conforming material;
- II. Accept such material at an equitable reduction in price;
- III. Reject such non-conforming material and require the delivery of suitable replacements

(b) If the vendor fails to deliver suitable replacements promptly, the purchaser, with notice of seven business days, may replace or correct such material and charge the vendor the additional cost

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 1. Signature: *Mishra*
 2. Initials: *D.C. (4F4)*
 3. Initials: *SR*
 4. Signature: *[Handwritten]*
 5. Signature: *[Handwritten]*
 6. Signature: *[Handwritten]*

occasioned thereby, or terminate this order for default.

2. Eligibility and Evaluation criteria

2.1 Eligibility criteria

The Bidders must carefully examine the below-mentioned eligibility criteria. The Bidder has to meet all the Eligibility criteria set out in this Clause to qualify as an Eligible Bidder.

To be eligible for evaluation of its Bid, the Bidder shall fulfill the following:

S.No	Tender Value	Experience Criteria
1	Districts above 5 lakh and upto 1 Crore Value Tender	<p>Past Experience: The Bidder / OEM (themselves or through a reseller(s)), both should have executed project for supply and installation/commissioning of same or similar Category Products during preceding 3 financial years before the opening of the bid, as per the following criteria:</p> <p>(i) The bidder must have Single work order of 80% (87 lakh) of maximum bid value; or (ii) The bidder must have Two work order of 50% (54 lakh) of maximum bid value; or (iii) The bidder must have Three work order of 40% (43.50 lakh) of maximum bid value.</p> <p>Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with the bid. In the case of bunch bids, the Category related to the primary product having the highest bid value should meet this criterion.</p> <p>Experience Criteria: The Bidder or its OEM (themselves or through a reseller(s)) both should have regularly, manufactured and supplied the same or similar Category Products to any Central/State Govt Organization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the years. In the case of bunch bids, the primary product having the highest value should meet this criterion.</p> <p>Financial Capacity: The Bidder or its OEM, both should have an average annual turnover of 60% (65 lakh) of maximum bid value (108.81073 lakh) in the last three (3) financial years. I.e. 2022-23, 2023-24, and 2024-25.</p>

a. **Certification:** The Bidder or its OEM shall have to submit the below-mentioned certificates at the time of technical bid:

- ISO 9001:2015 certificate
- ISO 18001:2007 or 45001 certificate
- BIFMA certificate
- AIOTA (All India Occupational Therapist's Association) Certification for educational furniture & Office furniture for ergonomic design products.

b. The bidder shall have to confirm their supplying capacity at the time of bidding, which will be subject to verification by the tender evaluation committee. Only after the verification of bidder warehouse / manufacturing unit, the client/ tender evaluation committee will issue the "Letter of Award"

- c. A similar project is defined as a project wherein the Bidder has supplied the furniture (office, classroom & modular furniture) to any Department of Government/ Boards/Public Sector Undertakings/ Local bodies/ Universities in India.
- d. Fee means the total contract value for which the bidder was contracted as a primary contractor for major work.
- e. Client certifications are mandatory for Similar Projects. The certifications must confirm the project attributes (size, fee, duration, scope, etc.).
- f. Indexing the bid documents: All pages of the Bid Documents shall be numbered, and the first page shall be the table of contents to this bid document and the last page shall be the declaration certificate
- g. Should have a valid GSTIN registration certification the copy of which should be enclosed.
- h. Should enclose a copy of the audited balance sheet and profit and loss account of the last three financial years i.e. duly certified by the Statutory Auditor or Chartered Accountant, as the case may be.
- i. Should furnish Income tax return and GST return documents for the financial years 2022-23, 2023-24 and 2024-25 and also furnished 26AS of 2022-23, 2023-24, and 2024-25.
3. **Net Worth:** Net worth is the difference between the assets and liabilities of a firm/company/agency. The tenderer should have a positive Net Worth as of 31.3.2026 and the relevant certificates by the Chartered Accountant/Statutory Auditors should be enclosed in the Technical e-Bid.
4. **Warranty:** A comprehensive on-site warranty of the dual desk and maintenance support on all goods supplied under this contract shall be provided 60 months from the date of delivery.
- i. The Bidder warrants that the goods supplied under this contract shall be of the acceptable grade and quality and consist of the established and generally accepted standards for materials of this type. The goods shall be in full conformity with the specifications and shall operate properly and safely.
- ii. The Client shall promptly notify the Bidder in writing of any claims arising under this warranty.
- iii. Upon receipt of such notice, the Bidder shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without prejudice to any other rights which the Client may have against the Bidder under the Contract.
- iv. If the Bidder, having been notified, fails to remedy the defect(s) within a reasonable period, the Client may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights which the Client may have against the Bidder under the Contract.
- v. Timely Servicing/rectification of defects during the warranty period: After having been notified of the defects/service requirement during the warranty period, Seller has to complete the required Service /

Rectification within 7 days time limit. If the Seller fails to complete service/rectification with a defined time limit, a penalty of 0.5% of the Unit Price of the product shall be charged as a penalty for each week of a delay from the seller. The seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service/rectification done from alternate sources at the risk and cost of the Seller besides the forfeiture of PBG. Seller shall be liable to reimburse the cost of such service/rectification to the Buyer.

5. Performance Guarantee:

- The selected Bidder shall furnish a Performance Guarantee, (05% of contract value), at the time of contract signing in form of Bank Guarantee (BG), which should be valid for 60 months.
- Earnest Money Deposits (EMD 2% of contract value) submitted by the bidders along with their bids shall be refunded to all bidders, except the Successful Bidder, within 30 days of issuance of the work order. EMD of the successful bidder will be considered towards Performance Guarantee and validity should be extended as per the contract duration.
- The Performance Bank Guarantee may be liquidated by the Authority as penalty/liquidated damages resulting from the Successful bidder's failure to complete its obligations under the resultant Agreement. The Performance Bank Guarantee shall be returned by Authority to the Bidder within 60 months of the term/expiration of the resultant Agreement after applicable deductions as per the Agreement if any.

6. Penalty

In addition to the liquidated damages not amounting to penalty, a warning may be issued to the Bidder/Bidders for minor deficiencies on its part. In the case of significant deficiencies in Services causing an adverse effect on the Project or the reputation of the Client, other penal actions including debaring for a specified period may also be initiated as per the policy of the Client. In case any services are not found as per the prescribed norms or are not carried out in time if the bidder fails to provide the services in time, the Client may impose a penalty in addition to the liquidated damages.

- a) If the Bidder/Bidders fails/fail to deliver the furniture within the period of supply specified, the Client shall impose a penalty to be levied and deducted from the payment against the bills in the following manner:

Week of Delay	Penalty Imposed
First week	1% value of the delayed quantity.
Second week	2% value of the delayed quantity.
Third week	3% value of the delayed quantity.
Fourth week	5% value of the delayed quantity.
If the Bidder/Bidders still fails/fails to deliver the furniture, even after the	

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fourth week, the Client may exercise the option of termination of Agreement and forfeiture of the Security Deposit amount. For the avoidance of doubt, it is made clear that for calculation of Penalty "part of the week" shall be treated as "full week".

- b) The Client shall have the right to cancel the order partially or in full and entrust the supply orders to another Bidder/Bidders at the risk and cost of the Bidder/Bidders if the supply is delayed beyond 4 weeks after the due date. The additional cost incurred in such an event will be recovered from the Bidder/Bidders who fail/fail to supply in time. This shall be without prejudice to the levy of penalty indicated in clause (a) above. The Bidder/Bidders is/are bound to pay the consequential loss, if any, sustained by the Client.
- c) The Client shall decide and resolve any dispute regarding supply and payment between the district authority and the Bidder/Bidders. The client will have the right to blacklist the Supplier for any breach of terms of Agreement at any point in time.
- d) In case of failure of executing an agreement or back out even after rates are found lowest one in tender, penalty clauses shall be as follow: -
- I. Earnest money deposit shall be forfeited.
 - II. Bidder shall be blacklisted.
 - III. Bidder will be liable for legal action/FIR may be lodged, for creating hurdle in the public cause and sabotaging Government scheme.
 - IV. The difference of the amount paid for supplied goods, resulted due to back out of the Bidder found at the lowest rate of supply, will be recovered from the back out Bidder as ariers of land-revenue.
 - V. In case the bidder fails to deliver the goods or fails to maintain the quality of goods will be considered as a breach of the terms and conditions under the agreement. The Client may impose a penalty depending upon the quantum of the breach for such cases.
- After the agreement, if Bidder fails to supply the ordered quantity in full and in the specified time, the security money deposited by the Bidder shall also be forfeited in addition to the above clause I to V.

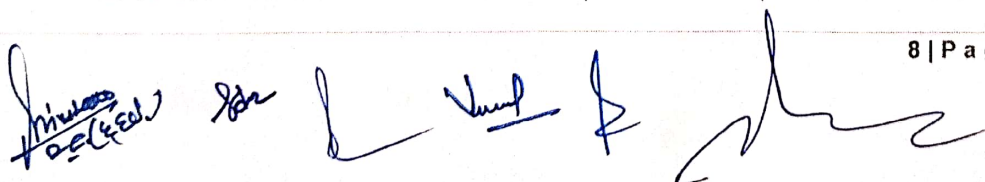
7. Settlement of Disputes

This Contract shall be governed by, and construed in accordance with, the laws of India.

(a) Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for the smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

In the event of any dispute between the Parties arising out of or in connection with the Contract, including the validity thereof, the Parties hereto shall endeavor to settle such dispute amicably in the first instance.



The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) days, gives a notice to this effect, to the other party in writing.

(b) Arbitration

case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one Arbitrator each and together the two Arbitrators shall appoint an umpire. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in Siddharthnagar, India. The language of the arbitration shall be English.

The Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

(c) Jurisdiction

In the event that Parties fail to settle the dispute amicably, the same shall be settled by binding arbitration conducted by a sole arbitrator appointed jointly by both Parties and governed by the Arbitration and Conciliation Act, 1996.

The venue of arbitration shall be in Siddharthnagar, Uttar Pradesh. The language of arbitration proceedings shall be English. Any dispute arising concerning this Contract shall be subjected to the jurisdiction of Courts at Siddharthnagar, Uttar Pradesh

FORM 1: Declaration for not being barred by the Central Government, any State Government, a statutory Client, or a public sector

Declaration

(To be printed on Letter Head)

Prakash
BE (C&E) *for* *Prakash* *Prakash*

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society ~~<Please delete whichever is not applicable>~~ intends to submit a proposal in response to the Purchasing of Furniture we also declare that our Company / LLP / Partnership / Society / Proprietorship ~~<Please delete whichever is not applicable>~~ is not blacklisted by any Central / State Government Department / Public Sector Undertaking.

Sincerely,

_____ (Signature of the Authorized Person)

Name:

Designation:

*Prakash
21/05/2024*

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