



# Institute Of Engineering and Technology

I.ET. Campus, Sitapur Road Lucknow-226021 (U.P.)

**Tender Price: Rs. 1,000+ GST**

## **TENDER NO. IET / 01/2019 FOR LAB EQUIPMENTS FOR STRUCTURAL ENGINEERING**

### **Section I - Invitation for Bids**

#### **Introduction of the Project**

Institute of Engineering and Technology, Uttar Pradesh, Lucknow, invites Tenders under Two-Bid system from reputed Firms/Vendors for supply of lab equipments pertaining to structural engineering deptt.

Estimated Cost of Tender: Approximately Rupees **Rs. 07 Lac**

#### **Issuer of the RFP**

##### **The Registrar,**

Institute of Engineering and Technology, Uttar Pradesh, Lucknow (U.P.) 226021

Phone No. 0522-2361692

E-Mail Id : [registrar@ietlucknow.ac.in](mailto:registrar@ietlucknow.ac.in)

Website: [www.ietlucknow.ac.in/](http://www.ietlucknow.ac.in/)

Any proposal received by Institute after the deadline for submission of proposals mentioned in the Key Events & Dates as per section 1.4 will be summarily rejected. Institute shall not be responsible for any delay, Technical fault or non-receipt of the documents. No further correspondence on the subject will be entertained.

#### **About the RFP Document**

- a. This RFP provides information regarding the Procurement, Technical requirements and other related information to the Bidder(s).
- b. It details the General Terms & Conditions with respect to the Bid process management to be adopted for the proposed Project.
- c. The RFP contains the Agreement template outlining the contractual and legal terms & conditions applicable for the proposed engagement.
- d. As should be clear from the scope of the proposed Project, Institute seeks a specific proposal responsive to this RFP in every respect and detail, rather than a mere compilation of materials and the bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal and forfeiture of the Earnest Money Deposit (EMD).

### Key Events & Dates

| Sr.No. | Events                                      | Date and Time  |
|--------|---|--|
| 1      | Last date of bid submission                 | 21 February 2019   |
| 2      | Technical bid opening                       | 22 February 2019 at 11:00 AM   |
| 3      | Financial Bid opening                       | 22 February 2019 at 02:00 PM   |
| 3      | Bid Security / Earnest Money Deposit (EMD). | INR <b>Rs 7,500/-</b> .in the form of a Demand Draft/ Bank Guarantee drawn on any scheduled bank and payable at Lucknow, in favour of Account Officer, Institute of Engineering and Technology |

#### Amendment of RFP Document

At any time till one days before the deadline for submission of bids, the Institute may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by amendment. All the amendments made in the document would be informed through the institutional website [www.ietlucknow.ac.in/](http://www.ietlucknow.ac.in/). All such amendments shall be binding on all the Bidders. The Bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates. The Institute also reserves the rights to amend the dates mentioned in the **Section 1.4** of this RFP for Bid process.

## **INSTRUCTIONS TO BIDDERS**

### **1. GENERAL:-**

1.1 The present tender is being invited for supply of lab equipments to the Civil Structural Engineering department.

### **2. ELIGIBLE BIDDERS:-**

- The vendor should have satisfactorily supplied lab equipments pertaining to civil engineering department to any central/ state engineering college / Government university/ institute of national importance/ engineering institute in last two Financial Years (satisfactory supply certificate along with order copies should be attached).
- The vendor should have a minimum annual Turnover of Rs. 20 Lakh (since cost of equipment is Rs. 7.0 Lakh) in last Financial Year 2017-18 (C.A. certificate should be attached).
- The vendor should have to enclose a single order worth minimum Rs.10.00 Lakh for supply of lab equipments to any central/ state government university/ institute of national importance/ engineering institute with Satisfactory Supply Certificate for particular order in last financial Year (Order copy and satisfactory supply certificate should be attached).
- The vendor should enclose ITRs for last 3 Assessment years along with photocopy of P/L and Balance Sheet duly certified by Chartered Accountant.
- The vendor should not be ever been debarred / blacklisted for doing business from any Government Organization. If No, Please furnish an affidavit raised on non – judicial stamp paper of Rs. 100 (Rupees One Hundred only).
- The Institution is not bound to accept the qualified bidders for participation and reserves the right to accept or reject any or all the proposals without assigning any reasons thereof. The acceptance of the qualified bidders rests with the Institutions on its selection criteria. Decision of the Director of the Institute on any dispute related to participation of vendor for supply of Lab Equipments shall be final and binding.

### **3. QUALIFICATION OF THE BIDDERS:-**

The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership of full details of ownership and control of each member thereof.

Bidder or members of a partnership venture shall submit a copy of PAN Card No. under Income Tax Act.

Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.

Each Bidder (each member in the case of partnership firm) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission will be paid and that the tender price will not include any such amount. If the Institute of Engineering and Technology, Uttar Pradesh, Lucknow subsequently finds to the contrary, the Institute reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.

Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

#### **4. ONE BID PER BIDDER:-**

Each bidder shall submit only one tender either by himself or as a partner in partnership venture. If a bidder or if any of the partners in a venture participate in more than one bid, the bids are liable to be rejected.

#### **5. COST OF BID:-**

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

#### **6. BID VALIDITY**

Bids shall remain valid for **90 days** after the date of Financial Bid opening. **A Bid valid for a shorter period will be rejected out-rightly as non-responsive.**

#### **7. TENDER DOCUMENTS:-**

##### **Contents of Tender Documents.**

The Tender Invitation Document has been prepared for the purpose of inviting tenders for supply of lab equipments. The Tender document comprises of:

- a. Notice of Invitation of Tender.
- b. Instruction to Bidders
- c. Tender form for supply of lab equipment (Annexure-I)
- d. Check list for Pre-qualification Bid (Annexure-II)
- e. Undertaking on stamp paper (Annexure-III)
- f. List of Lab Equipments (Annexure-IV)
- g. Financial Bid (Annexure-V)

The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

##### **CLARIFICATION OF TENDER DOCUMENT:-**

In case the bidder has any doubt about the meaning of anything contained in the Tender document, he shall seek clarification from the Office of Registrar/Dy Registrar, of the Institute not later than one weeks before submitting his bid. Any such clarification, together with all details on which clarification had been sought, will be copied to all bidders without disclosing the identity of the bidder seeking clarification. All communications between the bidder and the Institute shall be uploaded on the website as Addendum.

Except for any such written clarification by the Institute, which is expressly stated to be an addendum to the tender document issued by the Office Registrar, of the Institute, no written or oral communication, presentation or explanation by any other employee of the Institute shall be taken to bind or fetter the Institute under the contract.

## **8. PREPARATION OF BIDS:-**

### **8.1. Language.**

The bids shall be in English and all accompanying document may be in English/ Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

### **Documents Comprising the Bid**

Tender document issued for the purposes of tendering as described in Clause 7.1 and any amendments/ addendum issued shall be deemed as incorporated in the Bid.

The bidder shall, on or before the date given in the Notice Inviting Tender, submit his bid **through Registered/Speed Post/By Hand to the address as mentioned in previous.**

A copy of the Tender document and Addenda, if any, thereto with each page signed and stamped shall be uploaded on the website to acknowledge the acceptance of the same.

The contractor shall submit Bid Security an amount of **Rs.7,500/- (Rs. Seven Thousand & Five Hundred Only)** in the form of an Account Payee DD/ Fixed Deposit Receipt from a commercial bank/ Bank Guarantee from a commercial bank in an acceptable form in favour of the Institute along with the Tender document. The said bid security (EMD) be submitted in original in the office of Registrar, before closing date and time of submitting the tender. Tenders not accompanied with requisite EMD will be rejected outrightly. Bid security will remain valid for a period of 90 days beyond the final bid validity period and no interest will be payable on EMD.

Tender shall be addressed to the a **Institute Registrar** and submitted in the Office of **Registrar, of the Institute** at the address given in the Tender document.

### **Bid Prices:-**

Bidder shall quote the **rates for each items as per the** BOQ in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of supply of lab equipment at Jankipuram Vistar of the Institute.

Conditional bids / offers will be summarily rejected.

### **Form of Bid:-**

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership firm, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached and uploaded.

### **Currencies of Bid and Payment:-**

The Bidder shall submit his price bid / offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

**Bid Security:-**

The contractor shall physically submit Bid Security (Earnest Money Deposit) for an amount of **Only Rs.7,500/- (Rs. Seven Thousand & Five Hundred Only)** in form of an Account Payee DD/Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favour of the Institute along with the Tender document. The Bid Security will remain valid for a period of 90 days beyond the final bid validity period 90 days. Bidder / Contractor must submit the requisite Bid Security (Earnest Money Deposit) in the Office of the Institute before closing date & time.

Any Bid not accompanied by Bid Security shall be rejected.

Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract.

Bid security of the successful bidder shall be returned on receipt of Performance Security by the Institute and after signing the agreement.

Bid Security shall be forfeited if the bidder withdraws his bid during the period of Bid validity.

Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the Institute.

**Format and Signing of Bid:-**

The bidder shall submit copy of the Tender document and addenda/ Corrigendum, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.

The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by the Institute.

**9. SUBMISSION OF BIDS:-**

The bidder shall submit the Technical Bid and Financial Bid in two separate envelope. On the top of the Each envelope should marked with **‘Technical Bid’& ‘Financial Bid**. Both envelope should be kept in a single large envelope and it should be quoted with marking as **‘SUPPLY OF LAB EQUIPMENTS FOR CIVIL STRUCTURAL ENGINEERING’.**

**Technical Bid:-**

The Technical Bid should consist of Self attested legible scanned copy of following documents:-

- (a) Copy of Bid Security (Earnest Money Deposit) for an amount of **Rs.7,500/- (Rs. Seven Thousand & Five Hundred Only)** in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favour of the Institute Also, **Bidder / Contractor must submit the requisite EMD in physical form in the Office of Account Officer, Institute of Engineering and Technology, Lucknow, before closing date & time of submitting the Bid.**
- (b) Self attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also (As per Annexure I);
- (c) Self attested legible copy of PAN card under Income Tax Act;
- (d) Self attested legible copy of GSTN
- (e) Copies of the related documents as per Para 2 above.
- (f) Duly filled and signed Annexures

**Financial Bid**

A complete price in Rupees in the prescribed Performa of BOQ must be filled.

The sealed covers of Bid Security (EMD) must be submitted to the **Registrar of the Institute before closing date & time of submitting the Bid.**

The tender shall remain valid and open for acceptance for a period of 90 days from the last date of submission of tender.

**Address of the Institute: Registrar , Institute of Engineering and Technology, Lucknow**

**Late and Delayed Tenders:-**

The Institute may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the Institute and the Bidder will be the same.

**Bid Opening and Evaluation:-**

The authorized representatives of the Institute will open Technical Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time.

The bid of any bidder who has not complied with one or more of the conditions will be summarily rejected.

Conditional bids will also be summarily rejected.

Subsequently, the technical bids will be evaluated in terms of required documents and eligibility conditions.

Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders.

**Right to accept any Bid and to reject any or all Bids:-**

The Institute, is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.

The Institute, may terminate the contract if it is found that the agency is blacklisted on previous occasions by the any of the Institute /Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.

The Institute, may reject the Bid in the event that the Bid is accepted but the successful bidder fails to furnish the Performance Security or fails to execute the contract agreement.

**Award of Contract:-**

The Institute. will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to supply the items as per the terms and conditions incorporated in the bidding document.

The Institute. will communicate the successful bidder by facsimile confirmed by letter transmitted by Registered post/Speed Post that his bid has been accepted/through PO.

The successful bidder will be required to supply the equipments as per the clause mentioned in Purchase Order.

The successful bidder shall be required to furnish a Performance Security, which will be the 5% (Five percent) of the total value of contract, within 15 days of receipt of 'Letter of Offer' in the form of an demand draft from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form (Annexure-IX) in favour of **Account Officer, of the Institute.** The Performance Security shall remain valid for a period of six months beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall

also be extended by the contractor accordingly.

Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security.

12. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.

### **13. Force Majeure:-**

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more, either party may at its option terminate the contract.

### **OBLIGATION OF THE CONTRACTOR:-**

14. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

### **15. Dispute Resolution:-**

- a. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Hon'ble Vice-Chancellor of the University.
- b. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Lucknow

### **61. JURISDICTION OF COURT:-**

The courts at Lucknow shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.



## TENDER FORM FOR SUPPLY OF LAB EQUIPMENT TO THE STRUCTURAL ENGINEERING DEPTT (CIVIL ENGINEERING)

- |  |   |
|--|---|
| <p>1. Cost of tender : Rs .....</p>  | <p>Affix duly<br/>Attested P.P.<br/>Size recent<br/>Photograph<br/>of<br/>the<br/>prospective</p> |
|  |   |
| 2. Due date for tender   | : .....   |
| 3. Opening time and date of tender   | : .....   |
| 4. Names, address of firm/Agency<br>and Telephone numbers.   | :.....<br>.....   |
| 5. Registration No. of the Firm/<br>Agency.  | :.....  |
| 6. Name, Designation, Address<br>and Telephone No. of<br>Authorized person of Firm/<br>Agency to deal with.  | :.....<br>:.....<br>.....<br>.....  |
| 7. Please specify as to whether<br>Tenderer is sole proprietor/<br>Partnership firm. Name and<br>Address and Telephone No.<br>of Directors/partners should<br>Specified. | .....<br>.....<br>.....<br>.....  |
| 8. Copy of PAN card issued by<br>Income Tax Department and<br>copy of previous three Financial<br>Year's Income Tax Return.  |   |
| 9. Details of Bid Security deposited:  | :.....  |
| (a) Amount   |   |
|  | : Rs. ....  |
|  | (Rupees in word also)   |
| (b) FDR No. or DDNo. or<br>Bank Guarantee in favour.   | :.....  |

(c) Date of issue:

(d) Name of issuing authority: :.....

**10.** Any other information: :.....

**11.** Declaration by the bidder: :.....

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

(Signature of the bidder)  
Name and Address(with seal)

**CHECK-LIST FOR PRE-QUALIFICATION BID  
FOR SUPPLY OF LAB EQUIPMENTS**

| Sl. No. | Documents asked for   | Page Number at which document is placed |
|---------|---|---|
| 1.      | Bid Security (EMD) of <b>Rs.7,500/- (Rs. Seven Thousand &amp; Five Hundred Only)</b> in the form of DD/Bank Cheque issued by any scheduled commercial bank in favour of Account Officer, Institute of Engineering and Technology, Lucknow valid for 30 days beyond the Tender validity period   |   |
| 2.      | One self-attested recent passport size photograph of the Authorized person of the firm/agency, with name, designation, address and office telephone numbers. If the bidder is a partnership firm, name designation, address and office telephone numbers of Directors/Partners also.  |   |
| 3.      | Undertaking on a Stamp paper of Rs.100/- (Rupees one hundred only) as per format prescribed in Annexure-III).   |   |
| 4.      | Self-attested copy of the PAN card issued by the Income Tax Department with copy of Income-Tax Return of the last three financial years.  |   |
| 5.      | Self attested copy of GSTN Copy   |   |
| 6.      | Self attested copy of valid Registration number of the firm/agency.   |   |
| 7.      | The vendor should have a minimum average annual turnover of Rs.50 Lakh in the last three (3) consecutive financial years (C.A. Certificate should be attached).   |   |
| 8.      | The vendor should have satisfactorily supplied lab equipments to any Government Universities-Central/State/Engineering Institute in last two Financial Years (satisfactory supply certificate along with order copies should be attached).  |   |
| 9.      | The vendor should have a minimum annual Turnover of Rs. 50 Lakh in last Financial Year 2016-17 (C.A. certificate should be attached).   |   |
| 10.     | The vendor should have to enclose a single order worth minimum Rs.20.00 Lakh for supply of lab equipments to any Central/State Government University/Institute of National Importance along/Engineering Institute with Satisfactory Supply Certificate for particular order in last financial Year (Order copy and satisfactory supply certificate should be attached). |   |
| 11.     | Any other documents.  |   |

Please note that **failure to submit** any one of the above said certificates/documents shall render the tender **invalid**.

Signature of the Bidder  
(Name and Address of the Bidder)

**UNDERTAKING**

To,

**The Registrar,**  
Institute of Engineering and Technology,  
Uttar Pradesh,  
Lucknow (U.P.)

Name of the firm/Agency .....

Name of the tender .....Due date: .....

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. The firm is not Black listed on previous occasions by any of the Department/Institutions/Local bodies/Municipalities/Public Sector Undertaking/Central Govt/Any State Govt/University/Institute.

(Signature of the Bidder)

Name and Address of the Bidder.

Telephone No.

**LIST OF LAB EQUIPMENTS**

| <b>Sr No.</b> | <b>Description</b>   | <b>Required Quantity</b> |
|---------------|--|--------------------------|
| 1             | <b>High Frequency Shake Table with Servo Motor</b><br>Specification: Frequency Range :0-15 Hz; Payload capacity:500kg; Stroke Length:2-50mm; Size of Shake Table :3ft x 5ft, Type mounted on pedestal bearing size & Material of various plates. | 01 Nos.                  |
| 2             | <b>Model of Irregularities in structure Specifications</b> : This model is used to study the effect of re-entrant corner in building. It should be L shaped building consists of 2 separate parts. Frequency range of model-0-15Hz.              | 01 Nos.                  |

**FINANCIAL BID (All Columns are to be filled)**

Name of Tenderer along with address: -----

-----

E-Mail :-----

Telephone No. :-----

| Sr No.                    | Description  | Required Quantity | Rate Each (a) | GST (b) | Total Cost (a+b) |
|---------------------------|--|-------------------|---------------|---------|------------------|
| 1                         | <b>High Frequency Shake Table with Servo Motor</b><br>Specification: Frequency Range :0-15 Hz; Pay load capacity:500 kg; Stroke Length:2-50mm; Size of Shake Table :3ft x 5ft, Type mounted on pedestal bearing size & Material of various plates. | 01 Nos.           |               |         |                  |
| 2                         | <b>Model of Irregularities in structure Specifications :</b><br>This model is used to study the effect of re-entrant corner in building. It should be L shaped building consists of 2 separate parts. Frequency range of model -0-15Hz.            | 01 Nos.           |               |         |                  |
| <b><u>GRAND TOTAL</u></b> |  |                   |               |         |                  |

Signature of the Bidder