



SHREEMATI NATHIBAI DAMODAR THACKERSEY WOMEN'S UNIVERSITY

1, Nathibai Thackersey Road, Mumbai-400 020

Tel: 26604706/ 22031879/22030948

TENDER DOCUMENT FOR ANNUAL RATE CONTRACT FOR SUPPLY OF STEEL FURNITURE ITEMS

NOTICE DETAILS

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| Tender Reference no. | 12/2016-17 |
| Name of Work / Item | TENDER DOCUMENT FOR ANNUAL RATE CONTRACT FOR SUPPLY OF STEEL & Wooden FURNITURE ITEMS. |
| Cost of blank tender document & Mode of Payment | Rs. 1000/- (Non-refundable) in the form of Demand Draft in favour of The Registrar, S.N.D.T Women's University, Mumbai |
| Last Date , Time & Place for Submission of filled in Tender Document | March 14, 2017 by 1.00pm |
| Date and time and place to open tenders | March 14, 2017 by 2.00pm at S.N.D.T. Women's University, N.T.Road, New Marine Lines, Mumbai-400020 |
| EMD Amount & Mode of Payment | Rs.20,000/- (Refundable) in the form of Demand Draft in favour of The Registrar, S.N.D.T. Women's University, Mumbai |
| Address for Communication | Registrar, S.N.D.T. Women's University, N.T.Road, New Marine Lines, Mumbai-400020 |
| Contact Telephone & Fax Numbers | 022 – 26604706, 22031879 |

1. INVITATION:

The S.N.D.T. Women's University has Schools, Colleges, P.G. Departments, Institution, administrative offices etc. which needs steel & wooden furniture from time to time. The University wish to have annual rate contract for furniture it is therefore invites **TENDERS FOR ANNUAL RATE CONTRACT FOR SUPPLY OF STEEL FRUNITURE ITEMS** from the experienced and eligible suppliers in the field on the following terms and conditions:

(Tenderers are advised to study carefully all technical and commercial aspects, instructions, terms and conditions given in the tender document. Failure to furnish all information required in the tender document or submission of a bid not substantially responsive to the tender document in every respect will be at the tenderer's risk and may result in the rejection of the bid.)

2. ESSENTIAL QUALIFICATION AND MINIMUM CRITERIA FOR ELIGIBILITY:

- A. The tenderer should have the required licenses to run the business supply furnitures VAT & Central Service Tax registration and PAN under Income Tax Act from the concerned Government Authority. A certified copy of each such Registration Certificate/ License should be enclosed.
- B. The Tenderer should be in continuous existence in core business of the last five (5) Years out of which there should be minimum three annual rate contract for Supply of Furnitures.
- C. The Tenderer should have minimum turnover of Rs.50,00,000/- (Rupees Fifty Lakh Only) per annum out of Indian Operations for the last 3 consecutive years ending March, 2016. A Certified copy of the Annual Audited Accounts duly signed by the Chartered Accountant should be enclosed for each year.
- D. Bidder should submit standard quality certificate with the supply of furnitures.

3. TENDER FORM FEES:

The Tender form, conditions of contract, specifications of the work/Item, can be Downloaded from the University website i.e. www.sndt.ac.in The payment of the same shall be Rs. **1000/-** (per set). Require to pay through demand draft in favour of "**Registrar, SNDT Women's University.**" payable **at Mumbai** must be submitted along with tender document on the following address on stipulated date .

To,

The Registrar,

S.N.D.T. Women's University,

1, N.T. Road, New Marine Lines,

Mumbai-400020.

(Acknowledgement can be obtained from the Inward Section on the first floor of Establishment Section.)

4. EMD:

The Tenders shall be accompanied by Earnest Money in the form of DD payment of **30,000/-** (per set) inc favour of "**Registrar, SNDT Women's University.**" payable **at Mumbai** must be submitted along with tender document on or before March 14, 2017 before 1.00pm.

(The bidders are advised to apply for the refund of their EMD amount within a month, if they are not selected.)

5. PROCEDURE FOR SUBMISSION OF TENDER :

Tender shall be filled-in in two parts under three envelop System.

Envelope-1 (Technical bid) shall consisting of the following document and sealed in envelop No.1.

1. Demand draft of Tender Document Fees (Non-refundable)
2. Demand draft of Security Deposit for bid and EMD (Refundable)

3. Detailed information about Institution (Agency), name of proprietor, telephone no. In case of partnership firm- name and address of the partners and copy of Partnership Deed.
4. Certified copy of Service Tax Registration Certificate
5. Certified copy of PAN Card No of the Bidder Company / firm.
6. Certified copy of the List of clients
7. Certified copy of the Services / Experience Certificate
8. Manufacturer's Authorization Format (MAF) from respective OEM authority System, integrator for this tender.
9. Company Profile with last three years audited balance sheet along with the CA certificate.
10. List of machinery at their plant.
11. List of manufacturing product.

Envelope No.2 (Financial bid) Schedule of Rates shall be filled in and enclosed in envelop No.2.

Envelope No.1 and Envelope No.2, Both the sealed envelopes shall be kept in envelop No.3 which shall be big enough to contain two Envelopes. On each envelop name and address of tenderer shall be written in block letters. On the top of it envelop number should be mentioned. The envelop should be addressed to the Registrar, SNDT Women's University,1, Nathibai Thackersey Road, New Marine Lines, Mumbai.20

Tender shall be opened in the presence of tenderers and officers of SNDT Women's University, Mumbai. Sealed tender No.3 shall be opened. It must contain two envelopes - envelop No. 1 & 2. Envelop No.1 is technical tender which will be opened first and if it contains all the papers required, envelop No.2, containing the schedule of rates will be opened. If it is found that all the papers are kept together in single envelop ignoring instructions given above, the tender may be rejected forthwith.

The envelope should be super scribed with "TENDER FOR ANNUAL RATE CONTRACT FOR SUPPLY FURNITURE ITEMS".

6. FINANCIAL BID

RATES FOR FURNITURE ITEMWISE

Requirement of Items, Dimension and Description

Office Steel Cabinet and Other Items

| Sr. No. | Items | Dimensions and Description |
|----------------|-------------------|--|
| 1 | Steel Cupboard | Steel Cupboard with 4 adjustable shelves, size (H-78" x W-36" x D-19") |
| 2 | Steel Cupboard | Steel Cupboard with 1 Full Locker and 2 adjustable shelves, size (H-78" x W-36" x D-19") |
| 3 | Steel Cupboard | Steel Cupboard samll size with 3 adjustable shelves, size (H-50" x W-30" x D-17") |
| 4 | Steel Cupboard | Steel Cupboard samll size with 1 Full Locker and 1 adjustable shelves, size (H-50" x W-30" x D-17") |
| 5 | Domestic Cabinets | Domestic Steel Cupboards with Mirror with 2 Shelves, 1 Half Locker, 1 Drawer, 1 Half Shelf and 2 Hanging Rod, Size (H-78" x W-40" x D-21") |
| 6 | Steel Lockers | Steel Locker Cabinet with 6 Locker, Overall Size (H-78" x W-36" x D-19") and Individual Locker Size (H-91.5 Cm x W-30.5 Cm) |
| 7 | Steel Lockers | Steel Locker Cabinet with 8 Locker, Overall Size (H-78" x W-36" x D-19") and Individual Locker Size (H-45.5 Cm x W-44.5 Cm) |
| 8 | Steel Lockers | Steel Locker Cabinet with 12 Locker, Overall Size (H-78" x W-36" x D-19") and Individual Locker Size (H-45.5 Cm x W-30.5 Cm) |
| 9 | Steel Lockers | Steel Locker Cabinet with 18 Locker, Overall Size (H-78" x W-36" x D-19") and Individual Locker Size (H-30.5 Cm x W-30.5 Cm) |

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| 10 | Filing Cabinet with 4 Drawers | The Cabinet with automatic locking arrangement. Each drawers will be mounted on derlin ball bearing with double extension telescopic channel. Overall Size (H-54" x W-18" x D-24.5") and size of each drawer is (H-25 Cm x W-38.5 Cm x D-56 Cm) |
| 11 | Filing Cabinet with 2 Drawers with top | The Cabinet with automatic locking arrangement. Each drawers will be mounted on derlin ball bearing with double extension telescopic channel. Overall Size (H-27" x W-18" x D-24.5") |
| 12 | Lateral Filing Cabinet with 2 Drawers | Lateral Filing Cabinet with 2 Drawer fitted with Curvica Top drawer mounted on double extension telescopic channel. Overall Size (H-27.6" x W-30" x D-18") |
| 13 | Sliding Door Unit | Sliding Door Unit fitted with Curvica Top provided with adjustable 1 Shelf - Overall size (H-27" x W-34" x D-16") |
| 14 | Sliding Door Unit | Sliding Door Unit fitted with Curvica Top provided with adjustable 2 Shelf - Overall size (H-36" x W-47" x D-19") |
| 15 | Book Case | Book Case with 4 Compartment with Glass panels. Each with disappearing glss shutter fitted with 2 handles in each door and 4 Locks with common S.S. Keys in duplicate - Overall size (H-66" x W-33" x D-12") |
| 16 | Book Case | Book Case with 2 Compartment with Glass panels. Each with disappearing glss shutter fitted with 2 handles in each doors and 2 Locks with common S.S. Keys in duplicate - Overall size (H-94.4 cm x W-84 cm x D-30.5 cm) |
| 17 | Glass Door Cabinet | Glass Door Cabinet with 4 adjustable shelves, 2 door fitted with 4 Glass Panels and lock with keys in duplicate - Overall Size (H-78" x W-36" x D-19") |
| 18 | Double Faced Glass Door Cabinet | Double Faced Glass Door Cabinet with glass doors on both side with one partition in middle and 4 adjustable shelves on each side - Overall Size (H-78" x W-36" x D-22") |
| 19 | Steel Cash Box | Steel Cash Box - Overall Size (H-6" x W-14" x D-10") |
| 20 | Slotted Angle Racks | Slotted Angle Racks with six shelves making five compartments open type are assembled with component such as slotted angle 40 mm x 40 mm x 2mm with -Overall Size (H-78" x W-36" x D-18") |
| 21 | Card Index Cabinet | Card Index Cabinet with four drawers for 6" x 4" Card (150 x 102 mm with guide rod) |
| 22 | Double Faced Library Book Stack | Double faced Library Book Stack with one main plus one add on unit for keeping books. Overall size:- H- |

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| | | 228.5 cm, width with the basic section 98.5 cm Width with the basic section without side 93.5 cm Depth- 55cm, No. of Shelves 14 Size of each shelf:, W-88 cmx D-23cm |
| 23 | Periodical Rack | Periodical rack with inclined & receding retractable tray generally displaying periodicals and magazines Overall Size:H-1830 x W-900 x D-450 mm. |
| 24 | News Papers Reding Stand | Top made up to plywood 10mm thickness, and body of 50x25 x 1.25mm (18 SWG.) ERW tude (CRCA), having paper locking strip ((MS) with locking arrangement wheels & stud on leg. Overall size : H-1330 X W-900 X D-840 MM |

Office Tables

| Sr. No. | Items | Dimensions and Description |
|---------|--------------------------------------|--|
| 1 | Table with One Side Three Drawer | Table with round Tubular frame 3 drawer unit in any one side with foot rest. Table Top size (48" x 24") |
| 2 | Table with Both Side Drawer & Locker | Table with round Tubular frame 3 drawer unit each one side and drawer cum filing drawer on the other side with foot rest. Table Top size (54" x 27") |
| 3 | Executive Table | Table with square tubular frame 3 drawer unit in one side and box type locker with 1 shelf with footrest - Table Top size (60" x 30") |
| 4 | Senior Executive Table | Senior Executive Table with square tubular frame 3 drawer unit in one side and drawer cum filing cabinet on the other side with footrest and knee cover -Table Top size (66" x 34") |
| 5 | Senior Executive Desk | Wooden cum Steel premium Desk 3 Drawer unit in one side and drawer cum filing cabinet in other side with modesty panel storage unit are mounted on Derlin Ball Bearing - Size (L-182 x D-90 x H-73.5) Cm. |
| 6 | Senior Executive Desk | Wooden cum Steel table square tubular frame with 3 drawer unit and modesty panel Pull Out Tray for Keyboard - Size (L-156 x W-76 x H-73.5) Cm. |
| 7 | Senior Executive Desk | Executive Desk with 36 mm post framed particle board top {left of right} curved front and side with knee cover panel pull out tray for keyboard - size of the (L-269 x D-86.5) cm, Storage Unit with Top partition in the drawer mounted on telescopic channells (H-36 x W-42 x D-71) cm |

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| 8 | Senior Executive Desk | Executive Desk both side storage unit of 2 drawer cum filing drawer mounted on double extension telephonic channel drawers will be provided separate compartment front side of the storage unit provided with matching paneling. Perforated knee cover size of the table top (W-180 x D-90 x H-72.5) cm. |
| 9 | Credenzas | (1) Storage Unit with 3 equal size box type drawers (H-520 mm x W-450 mm x D-430 mm) (2) Storage Unit with 2 Drawer (H-520 mm x W-450 mm x D-430 mm) (3) Sliding Glass Door Storage Unit (H-520 mm x W-900 mm x D-430 mm) The top for storage Units are decorative laminated and Novapan finish |
| 10 | Steel Side Table | Square tubular table with open storage compartment with one shelf - Size (610 mm {L} x 445 mm {B} x 750 mm {H}) |
| 11 | Steel Side Table | Steel Side Table with square tubular frame with a modesty panel footrest with single right hand drawers, Table top Size 1195 mm x 595 mm x H-750 mm |
| 12 | Stool | Stackable stool, circular top with square tubular legs Diameter of steel circular top 350 mm and height of the stool is 455 mm |
| 13 | Round Table | Round Table - Size 90(B) x 75(H) (Cm) |
| 14 | Multi Purpose Table | Size 272(L) x 109(B) x 75(H) (Cm) |
| 15 | Multi Purpose Table | Size 90(L) x 90(B) x 74(H) (Cm) |
| 16 | Multi Purpose Table | Size 166.5(L) x 90(B) x 74(H) (Cm) |
| 17 | Multi Purpose Table | Size 180(L) x 90(B) x 74(H) (Cm) |
| 18 | Waste Paper Basket | 280 mm square top x 305 mm height |
| 19 | Wooden Computer Table | Size 73.6(L) x 60(D) x 75(H) (Cm) |
| 20 | Wooden Computer Table with Drawer | Size 120(L) x 60(D) x 75(H) (Cm) |
| 21 | Steel Computer Table | Size 73.5(L) x 60(D) x 75(H) (Cm) |
| 22 | Monitor Desk | Monitor Desk - Size 750(L) x 728(D) x 880(H) (Cm) |
| 23 | Work Desk | Size 750(L) x 728(W) x 590(D) (Cm) |
| 24 | Printer Desk | Printer Desk - Size 750(H) x 728(W) x 770(D) (Cm) |
| 25 | Work Station | Integrated Work Station - Size 750(H) x 728(W) x 1050(D) (Cm) |

Conference Table

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| 26 | Conference Table | Conference Table for 12 persons - Overall Size - (L) 416.6 cm x (W) 142.6 cm - Post Formed 36 mm or Curvica 25 mm Thick Top of MDF Top covered with membrane foil and pre-coated with polyurethane layer |
| 27 | Conference Table | Conference Table for 8 persons - Overall Size - (W) 8 ft. x (D) 4 ft. - 36 mm Particle board, rosewood veneer post formed triple veneer post formed triple melamine coated |
| 28 | Conference Table | Conference Table for 4 to 6 persons - Size - Dia 4 ft.- 36 mm Particle board, rosewood melamine coated |

Bench

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| 29 | Class Room Bench | Steel Bench - Size (W) 1048 x (D) 895 x (H) 750 (mm) - The panel are made from 188 mm thk Pre-Laminated Boards with PVC edge banding on all sides. Made of 25.4 x 25.4 mm x 1.25 mm thk powder coated ERW tubes at base which are welded to the desk and sea supports that are made of 1.0 mm thk powder coated MS 'C' sections. Stiffeners that are provided between the 2 vertical frames at base and back of seat are made from 25.4 x 25.4 x 1.25 mm thk power coated ERW tubes. The tubes are closed with plastic caps. Additional horizontal supports of 1.5 mm thk powder coated MS 'C' sections are placed below the desk and seat to add to the rigidity of the structure. the storage shelf is made from 0.8 mm thk. powder coated MS sheet which is affixed below the deskop. Hooks are provided on either sides of the Vertical Frames of the desk, for hanging bags/bottles. They made from 6.0 mm dia MS rods. Level adjustors are provided to take care of unevenness in floor (Painting finish Powder coated finished in high quality MARPOL powder after 8 tank antirust treatment, and oven baked in 210 c. |
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Tubular Office Chairs

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| 1 | Steel Cane Chair with Arm | Steel Tubular Chair with full arm with cane seat and back - Overall Size H-91.5 x W-53.5 x D-61 cms. |
| 2 | Steel Cane Chair without Arm | Steel Tubular Chair without arm with cane seat and back - Overall Size H-91.5 x W-46 x D-58.5 cms. |
| 3 | Steel Cushion Chair with Arm | Steel Tubular Cushion Chair with full Arm - Overall Size H-91.5 x W-53.5 x D-61 cms. |
| 4 | Steel Cushion Chair without Arm | Steel Tubular Cushion Chair without arm - Overall Size H-91.5 x W-46 x D-58.5 cms. |

REVOLVING OFFICE CHAIR

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| 5 | Senior Executive Chairs | <p>(a) Senior Executive Revolving High Back Chair with Tilting Mechanism with Hydrolic system Rear side of seat and back covered with ABS mould, dual layered PU Foam cushion - Size - W-75 x D-75 x H-103 - 115 cms, Seat height adjustable 44 cm - 56 cm</p> <p>(b) Senior Executive Revolving Low Back Chair with Tilting Mechanism with Hydrolic system Rear side of seat and back covered with ABS mould, dual layered PU Foam cushion - Size - W-75 x D-75 x H-80 to 92 cms, Seat height adjustable 44 cm - 56 cm</p> <p>(c) Senior Executive Visitors Chairs with handle (ABS shell cover seat and back) - Size - W-55 x D-57 x H-83 cms, Seat height 47 cm</p> <p>(d) Senior Executive Visitors Chairs without handle (ABS shell cover seat and back) - Size - W-55 x D-57 x H-83 cms, Seat height 47 cm</p> |
| 6 | Executive Chairs | <p>(a) Executive Revolving Medium Back Chair seat and back covered with matching tapestry with Tilting Mechanism with Hydrolic system - Size - W-65 x D-65 x H-105 to 117 cms, Seat height adjustable 42 cm to 54 cm</p> <p>(b) Executive Revolving Low Back Chair seat and back covered with matching tapestry with Tilting Mechanism with Hydrolic system - Size - W-65 x D-65 x H-80-92 cms, Seat height adjustable 42 cm to 54 cm</p> <p>(c) Executive Visitor Chair with Handle seat and back covered with matching tapestry - Size - W-57 x D-64 x H-82 cms, Seat height 46 cms.</p> |

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| | | (d) Executive Visitor Chair without Handle seat and back covered with matching tapestry - Size - W-57 x D-64 x H-82 cms, Seat height 46 cms. |
| | | (e) Executive Revolving chair with Tilting Mechanism with Hydrolic system, round shaped seat and back - size - W-75 x D-75 x H-80-91 cms. - Seat height adjustable 43-54 cms. |
| 7 | Computer Chairs | (a) Computer Revolving Chair with push back support pneumatic height adjustment with ABS covered seat and back - size W-65 x D-65 x H-82-93 cms., Seat hight adjustable 40-51 cms. With round PU handle |
| | | (b) Computer Revolving Chair with push back support pneumatic height adjustment with ABS covered seat and back - size W-70 x D-70 x H-88-98 cms., Seat hight adjustable 40-51 cms. With round PU handle |
| 8 | Multipurpose and Training Chairs with Desklet | (a) Steel Tubular Frame Chair with moulded cushion seat and back with matching tepestry conference chair with Novapon Tablets with a provision of paper tray under the seat - Overall size -W-55 x D-57 x H-83 cms., Seat height 47 cms. |
| | | (b) Steel Tubular Frame Chair with cane seat and back conference chair with Novapon Tablets with a provision of paper tray under the seat - Overall size - W-55 x D-56 x H-88 cms. |
| | | (c) Steel Tubular Frame Chair with cushion seat and back conference chair with Novapon Tablets with a provision of paper tray under the seat - Overall size - W-55 x D-56 x H-88 cms. |
| | | (d) Steel Tubular Frame Chair with hot pressed plywood seat and back with writing pad training center chair with Novapon Tablets - Overall size -W- 54 x D-54 x H-84.5 cms. |
| | | (f) Revolving Conference chair with moulded seat and back with push back and hydroclic mechanism with tablets - Size - W-65 x D-65 x H-92 cms, Seat height 42 - 52 cms. |

SOFA SET

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| 1 | Sofa Set wit High Quality Tapestry and PU foam | (1) Single Seater Executive sofa- Size : H-900 x W-1030 x D-960 mm , Seat Height: 430 mm |
| | | (2) Three Seater Executive sofa- Size : H- 900 x W-1900 x D-960 mm , Seat Height: 430 mm |

Canteen Table and Chair

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| 1 | Canteen Table | Canteen Table with S.S. grade (304) top Overall size : L-72" x W- 36" x H-30" (Top Frame of 25 x 25 x3 mm MS Angle. Leg with PVC Shoes & Footrest of 30x30x 1.25 mm -ERW Tube) Steels frams Paint Powder Coated finished in high quality MARPOL powder after 8 tank anti rust treatment, and oven backed in 210c. |
| 2 | Canteen Table | Canteen Table with S.S. grade (304) top Overall size : L-48" x W- 30" x H-30" (Top Frame of 25 x 25 x3 mm MS Angle. Leg with PVC Shoes & Footrest of 30x30x 1.25 mm -ERW Tube) Steels frams Paint Powder Coated finished in high quality MARPOL powder after 8 tank anti rust treatment, and oven backed in 210c |
| 3 | Canteen Chair :- | 1) stacking chair with perforated steel seat and back without handle. Size : W- 48.5 x D-58.5 x H - 91(cm) Seat height : 44.5 (cm) Painting finishing :- Powder Coated finished in high quality MARPOL powder after 8 tank anti rust treatment, and oven backed in 210c |

Hostel Bed

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| 1 | Material Specification: | Bed frame structure made up of prime quality CRC (M.S) Rectangular tube 25 x 50 x 1.2 mm (18 SWG.) <ul style="list-style-type: none">• Bed body made up from prime quality 0.8mm (22 SWG) CRCA sheet of 'D' grade Steel IS 513.• Good quality Plastic Shoes.• All steel parts are Powder Coated finished with standard quality powder after 10 tanks antirust treatment in our own in house plant• Knockdown construction. |
| 1. A | Overall Size of Single Bed | H-27" x L-80" x D-32.5" |
| 1. B | Overall Size of Double Bed | H-27" x L-72" x D-60" |

Date:

Signature & Seal

(Tenderers are requested to submit this on company's letter head with seal and signature at the inward section of the Universtiy at Churchgate campus and take acknowledgement thereof)

7. MODE OF PAYMENT

The institutions of the University will place the order for the furniture as and when required. The supplier will have to supply the furniture as per order within 10 days from the receipt of order. The supplier will have to submit the bill/invoice along with challan of receipt to the concerned orderer. The concerned authority will release payment by cheque in a month time.

8. QUALITY CHECK

The University or the concerned authority may check the quality of the furniture and decide of its acceptance or rejection. The order of the Registrar shall be final in case of dispute.

9. WARRANTY

The supplier should give warranty of three years from the date of supply.

10. TERMS AND CONDITIONS:

1. The conditional tenders are liable for rejection.
2. The bidder/s should adhere with all seriousness to the time schedule provided by the SNTD Women's University, Mumbai.
3. Prices quoted by the bidders should include all local taxes, VAT, duties, levies, transportation costs, and insurance cost till it's accepted, if applicable.
4. Once a contract price is arrived the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/tax structure, changes in costs related to the materials and labour or other components or for any other reason.
5. The prices quoted shall be valid for a minimum period of three months from the last date for submission of offers.
6. All the statutory payments on account of license fees / charges etc. payable to Municipal/Government Authority shall be the responsibility of the Tenderer.

7. The contractor will have to obtain due licenses, comply with the legal requirements and follow the rules, regulations and bye-laws laid down by authorities other statutory requirements.
8. The University authority shall have the right for termination/cessation of the contract at any stage on violation of any of the above terms after bringing the fact to the notice of the contractor & shall have right to impose fine to the extent of maximum 10% of the contract rate for any default on the ground of unsatisfactory/ defective service & Rs. 10000/- shall be minimum amount of fine on each occasion which SNTD Women's University may consider & deem fit.

11. **STANDARD TERMS & CONDITION FOR AGREEMENT / TENDER DOCUMENT**

By accepting the Standard Form of an agreement (hereinafter referred to as "the agreement") the Contractor accepts the Terms and Conditions included herein, unless the Contractor notifies his objections.

1. Changes / Amendments:

The University shall have the right at any time, by written notice, in the form of an amendment order, to make any changes it deems necessary, including, but not limited to, changes in specifications, design, delivery, testing methods, packing or destination. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an adjustment shall be made in the contract price or delivery schedule, or both. Any claim by the contractor for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by the Contractor of notice of change (amendment order).

2. Force Majeure:

If any service is not delivered by the date specified therein, the University reserves the right, without liability, to cancel the contract or to execute the same from another Contractor and to charge the defaulting contractor for any loss incurred in this transaction. The University shall have the right to refuse unsatisfactory service if the contractor is unable to complete performance at the time specified for delivery, by

reason of strikes, labour disputes, riot, war, fire or other causes beyond the Contractor's reasonable control, the University, at its option, may elect to service to pay such proportion of the contract price as it deemed reasonable.

3. Inspection and Acceptance

All services covered under the contract may be inspected and tested by the University or its representatives at Contractors cost. If deemed necessary by the University, the Contractor shall provide without charge, all reasonable facilities and assistance for such inspection and test. Any inspection records relating to Service covered by this agreement shall be made available to the University during the performance of the order.

If any service covered by this agreement is defective or otherwise not conforming to the requirements of this agreement, the University may, by written notice to the Contractor:

- (a) rescind the contract as to such non-conforming Service;
- (b) accept such service at reduction in price.
- (c) reject such non-conforming service and require the delivery of replacements.
- (d) If the contractor fails to improvise the shortcomings in the performance promptly, the university, with notice of seven business days, may replace or correct such Service and charge the contractor the additional cost occasioned thereby, or terminate this order by default. No inspection (including source inspection) test, approval (including design approval) or acceptance of service shall relieve the contractor from responsibility for defects in the performance of contract or other failures to meet the requirements of this order. Rights granted to the University in this article entitled INSPECTION are in addition to any other rights or remedies provided elsewhere in this order or in Law.

4. Indemnity

The contractor will indemnify, defend and hold the University, its and students harmless from any loss, expense, claim or damage including reasonable defence costs, arising from any claim or action based on any acts or omissions of the Contractor, its

employees, servants, agents or subcontractors. The University reserves the right to be represented in any such action by its own counsel at its own expense.

5. Assignment / Subcontracting/subject

The contractor shall not assign the contract received; any rights under this agreement or to become due hereunder neither delegated nor subcontracted/sublet any obligations or work hereunder.

6. Cancellations

The University may cancel this order in whole or in part at any time for cause by written, FAX, or e-mail notice to the Contractor, effective when sent, in the event that the Contractor:

- (a) fails to comply with any term or condition of this order including, but not limited to, delivery terms: or
- (b) appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets: or
- (c) files a voluntary petition in bankruptcy : or
- (d) has had filed against it an involuntary petition in bankruptcy which remains in effect for thirty (30) days: or
- (e) voluntarily ceases trading: or
- (f) merges with or is acquired by a third party: or
- (g) Assigns any of its rights or obligations under the Order to a third party without the university's advance written consent.

Upon the occasion of any one of the aforesaid and in addition to any remedies which the university may have in Law or in Equity, the university may also cancel this order or any outstanding deliveries hereunder by notifying the Contractor in writing fax or email of such cancellation effective and sent and the Contractor shall thereupon transfer title and deliver to the university such work in progress or completed service as may be requested by the university. The University shall have no liability to the Contractor beyond payment of any balance owing for Service purchased hereunder and delivered to and accepted by the university prior to the Contractor's receipt of the notice of termination, and for work in progress requested for delivery to the

University.

7. The vendor as in an Independent contractor:

The vendor shall perform the obligation of this order as an independent contractor and under no circumstances shall it be considered an agent or employee of the university. The terms and conditions of this order shall not, in any way, be construed as to create a partnership or any other kind of joint undertaking or venture between the parties hereto.

8. Compliance with Laws:

By acceptance of this agreement, the contractor agrees to comply with the requirements of all the existing laws. The contractor also agrees to comply with the Fair Labour Standards Act and the Occupational Safety and Health Act, and all other applicable laws, ordinances, regulations and codes in the Contractor's performance hereunder. The Contractor further agrees to indemnify and hold the University and its customers harmless from any loss or damage that may be sustained by the University, by reason of the Contractor's failure to comply with any laws, ordinance, regulations and codes. The labours engaged shall be paid minimum wages as due & admissible with the difference if any due on revision by the contractor.

9. Law of the Contract:

This agreement shall be governed by and interpreted in accordance with the laws in existence and the jurisdiction of the Mumbai.
