OFFICE OF THE PRINCIPAL GOVT I.T.I. BERLA
DIST. – BEMETARA, CHHATTISGARH
Phone No. 07825-297002, E-mail-itibrl@rediffmail.com

Tender No. BERLA/PUR/WB/VTIP/01/2015
Dated……

NOTICE INVITING RE-TENDER

Sealed tenders are invited from eligible bidders (Manufacturers or their authorized dealers) for procurement of various Packages of Tools, Equipments & Machinery for introduction of new Diesel Mechanic Trade under Public Private partnership for Up-gradation of 1396 ITIs assisted Vocational Training improvement Project (VTIP) in Shopping Mode by the undersigned.

The tender form (complete set of bidding documents is along with the packages including details of items with quantity for purchase) is available on the website www.cgstate.gov.in, www.govtitiberla.in from **17/04/2015** A complete set of bidding documents may be downloaded from the website free of cost, by the interested eligible bidder.

The sealed tender(s) should reach in the Office of the HRD Centre Room No.106 in front of Ispat Bhavan Bhilai, Dist. Durg, Chhattisgarh on or before **30/05/2015** by 13:00 hours and will be opened on the same day at 14:00 hours in the presence of Tenderer. Tender received after the prescribed time limit shall be summarily rejected. The undersigned shall be having all the rights pertaining to the acceptance of tenders.

Principal
Govt. I.T.I. Berla
Dist.- Bemetara (C.G.)

OFFICE OF THE PRINCIPAL GOVT I.T.I. BERLA
DIST. – BEMETARA, CHHATTISGARH
Phone No. 07825-297002, E-mail-itibrl@rediffmail.com, Website-www.govtitiberla.in

Tender No. – BERLA/PUR/WB/VTIP/01/2015…….. Dated……..
Under Public Private Partnership Upgradation 1396 ITIs assisted, Vocational Training Improvement Project

TERMS & CONDITIONS OF THE TENDER

Tender documents/Qualification requirements should be submitted in Main envelope as given below:

1. On the top of the main envelop mention Tender no., Due Date, all package nos. & name of trade for which bid are submitted.
2. Following documents should be kept inside the envelop :
    1. Covering letter for submission of bid which should indicate –
        - Index for all the submitted documents for the tender
        - All particulars of bidders with address, phone No., email, Name of the authorized person(s), TIN/TAN/Service tax No. etc. for correspondence.
        - Package Nos. & Name for which Bid submitted.
    2. Completely filled form – "A" with signature & seal of authorized person which includes Earnest Money/ Bid security details –@ 3% of total tendered value. **Tender received without form "A" duly signed (As token of acceptance of tender condition by the tenderer) will not be accepted.**
    3. Demand Draft/ Bank Guarantee (as given in the proforma at Annexure-III) for earnest money/ Bid security.
    4. All the pages of **Terms & Conditions of tender** duly signed & stamped by the tenderer in token of his acceptance of tender of tender condition along with other documents.
    5. Valid certificates related to TIN / TAN / Service Tax No. etc. issued by competent Govt. authority pertaining to tender.
    6. Undertaking for ''After Sales Services'' on letter head of the bidder.
    7. Affidavit in prescribed format as given In Annexure-V on non judicial stamp paper of Rs.50/- certified by Notary.
    8. Manufacturer's Company Profile showing its product range, turn over, web-address and certifications like ISO/ISI etc. along with the documentary proof of such certificates if company/ products bear such certificate.
    9. All relevant particulars, illustrative catalogue/ brochures etc., which should indicate the products technical specifications for all packages which is submitted in the bid.
    10. Filled manufacturer's Authorization Form as given in SECTION XII (Annexure-VI) for all the quoted items.
    11. Package wise Commercial Bid in prescribed format (i.e. Annexure-I) should be submitted (separately for each package) in individual envelope along with the soft copy in CD(MS-Exel).
    12. On the top of each envelope of Commercial bid, bidder should clearly mention Tender No. Due Date, Package No. and Package Name with seal & sign of bidder.
3. Complete tender document must be duly signed, stamped, paged & indexed by the bidder. **Unsigned or unpaged bids shall be straightway rejected.**
4. The bid would be evaluated separately for each item.

5. Either a manufacturer or their authorized dealer can bid for a package(s). For each of the quoted items, appropriate documentary evidence for being a Manufacturer or their authorized dealer (Manufacturer's Authorization Form given in SECTION XII as Annexure-VI) must be submitted necessarily. In absence of above the bid will be treated non-responsive & likely to be rejected
6. If bided items are manufactured out of India then manufacturer's authorized distributor/agency for India may specially authorize a dealer who may participate in this tender. The relevant certificates in proof of such Authorizations and Manufacturing must be submitted.
7. The bid should be accompanied by Earnest Money/ bid security of @ 3% of total tendered value (for all packages) as part of the bid, in the form of Bank Draft/ Bank Guarantee of Schedule Bank./ Nationalize Bank Draft in favours of Principal, ITI **BERLA** payable at **BERLA** Chhattisgarh. If the bidder deposits earnest money/ bid security in the form of Bank Guarantee, he/she shall furnish the same to the Principal, ITI BERLA for 3% of total tendered value through a bank guarantee by a Schedule bank in the prescribed proforma as Annexure-lll. Earnest Money submitted in any other form will not be accepted and the tender will be rejected. Unsuccessful bidder's earnest money will be discharged/ returned as promptly as possible.
8. The bidder should submit the Manufacturer's Make/ Brand name being use for marketing and registration no. of Commercial Tax Department.
9. Principal shall be quoted in Indian Rupees only. All quoted rates should be for new and unused items unless and otherwise specified so.
10. The Technical specification of the Items given in the package is as per the requirements of the curriculum of the related sectors/ trades. Bidders may give equivalent /superior specification as manufactured along with the Technical details / catalogue / brochure etc.
11. Complete Tender Documents will be opened on the prescribed date and time in the presence of Bidders/ representatives who choose to attend. The Bidders / representative who are present shall sign a register evidencing their attendance.
12. The rates quoted by the bidder must be inclusive of all the charges (like – transportation, installation charges, delivery charges, inspection charges, training charges, charges for services, excise duty, customs duty etc.) except VAT. The VAT should be mentioned separately.
13. The tender matter including prices should be typed neatly; corrections/ overtyping in prices will not be accepted. However if correction / overtyping is there, it should be attested by the tenderer with signature, date and their seal. Hand written and Xerox tender will not be accepted.
14. The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
15. Bids shall remain valid for 40 days after the deadline for submission of bids prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
16. Tenderer should give all relevant particulars about every item, such as maker's name, Country of Manufacture and Specifications and price etc. "Specifications as given in catalogue" quoted in tender by the tenderer will not be accepted. Full specification must be written in tender positively and should also be supported by technical literature ("Catalogue/ Brochures). Purchase Committee's approval/ decision will be final and binding.

17. Vague expression such as “complete with standard accessories” or “as per your specification” will not be accepted. The tenderers must specifically indicate all specification of the items and should mention clearly what item will be supplied under “accessories” with the Equipment/ Machinery in price schedule enclosed as Annexure-I. Any ambiguity or vagueness in tender for item concerned will be liable for rejection.
18. Makers stickers pasted on equipments/tools will not be accepted.
19. Catalogues/ brochures must be clear, specific and should reflect all the essential specifications of the products/items, otherwise it will not be considered for comparison. It should be clearly indexed to reflect which item is related to which Catalogues/brochures.
20. Supplies for any particular item in each package of the bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturers, for the same item of the package in the bid , will be treated as rejected.
21. **Contracts will be awarded only for those items which have minimum 3 valid rates.**
22. The bids will be examined to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are in order.
23. The decision of the Tender Committee will be final in the scrutiny of successful bidders.
24. The tenderer will have to submit samples on demand before the technical team at the purchaser end, in the prescribed time limit. In case the samples are not produced in the prescribed time it shall be open to the undersigned to forfeit Earnest Money Deposited by the tenderers. If the samples sent by the party are approved the same will be adjusted in regular supply and in the case of rejection, they will be returned back to the party at his cost.
25. Since this procurement is financed by a Word Bank loan/credit, bidders/suppliers/ contractors are required to permit the bank to inspect their accounts and records and other documents related to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.
26. The fact that the tenderer has signed the form ‘’A’’ will mean that the tenderer has completely accepted Terms & Conditions of the tender and that the tenderer agrees to abide by these Terms & Conditions of the tender. No deviation from Terms & Conditions of the tender will be accepted under any circumstances. The Terms & Conditions of the tender and clause usually printed on the parties tender or bills will not be binding on this department.
27. The contents of the form ‘’A’’ should not be changed or amended otherwise will not be acceptable by this office.
28. The Principal, ITI **BERLA** Chhattisgarh reserves the right at the time of Contract award to increase or decrease the quantity of goods originally specified in the Packages without any change in unit price or other terms and conditions.
29. **Contracts for procurement of packages will be awarded as per the priority and availability of budget.** Suppliers has to deliver and complete the task of installation strictly as per the specification of ordered items within stipulated time otherwise above contract may be treated as cancelled without any prior notice.
30. Before executing the awarded contract the Supplier shall furnish Performance Security to the Principal, ITI **BERLA** Chhattisgarh for an **amount of 5%** of the contract value through a Bank

Guarantee by a Schedule bank, in the prescribed proforma as Annexure-IV, valid up to 60 days after the date of completion of performance obligations including warranty obligations. If the desired Performance Security is not deposited by the tenderer in the specific period, the Earnest Money already deposited with the tender shall be forfeited. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. In the event of any contract amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations.

31. If the Supplier fails to deliver any or all of the Goods or to perform the services within the stipulated delivery period(s) specified in the Contract, the Principal, ITI BERLA Chhattisgarh shall, without prejudice to its other remedies under the Correct, forfeit, the Bid Security and the order is liable to cancel.
32. If the supplier/ dealer fails to supply the items as per the specifications, items will not be received by the consignee and supplier/ dealer has to return it back on his/ her own cost. The supplier / dealer may supply the items of higher specification (due to manufacturing obligation) if accepted by consignee after examination and testing.
33. The one time extension in the delivery period may be granted at the discretion of the undersigned. The liquidated damage at a rate of 2% per month subject to a ceiling of 10% of the contract price of the full cost of the tool/ equipment/ maximum is liable to be charged for the extension of the delivery period. Once the maximum is reached, the Purchaser may consider termination of the Contract. Equipment received after the delivery period or dispatched after the delivery period mentioned in the order will also be subjected to this liquidated damage. Power to extend delivery period would remain reserved with Principal, TI BERLA Chhattisgarh.
34. Loading/ Unloading charges shall be borne by the supplier.
35. The undersigned may get, the items supplied by the successful tenderer, inspected on receipt of the same by such persons as he deems fit and to reject such of these items as in his opinion do not conform to the specification. The decision of the under signed will be final in such cases. The rejected item will be returned at the tenderer's cost.
36. Warranty/ Guarantee should be for a period of 1 year minimum after delivery for the goods and its accessories. An undertaking shall be given by the bidder for "After Sales Services" (in case of authorized supplier/dealer, it should be given by the Manufacturer)
37. All the equipment shall be suitably protected, coated, covered or boxed and created to prevent damage or deterioration during transit/ handling and storage at site till the time of installation/ commissioning. While packing all the materials, the limitations from the point of view of availability of railway wagon sizes, in India should be taken into account. The contractor shall be responsible for any loss or damage during transportation, handling and storage due to improper packing.

38. If any Machines/Equipment require training for users, then supplier/ dealer has to arrange such training program at the destinations free of cost. Installation and working trial is to be performed at site at the expenses of supplier.
39. 100% payment will be released after the safe receipt of goods, as per the specifications given in purchase order & after ensuring successful installation, commissioning and performance of supplied items etc.
40. It must be noted that normally all correspondence and transactions will be made only with the parties whose tenders have been accepted and not with anybody else.
41. The undersigned reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time without assigning any reason prior to contract award, without thereby incurring any liability of the affected bidder or bidders.
42. At any time prior to the deadline for submission of bids, the Purchaser may modify the bidding documents by amendment. All prospective bidders who have purchased the bidding documents will be notified of the amendment by uploading in website **www.cgstate.gov.in**, **www.govtitiberla.in** or by E-mail or by and will be binding on them.
43. If any document submitted by the bidder is found fake/manipulated, then the entire EMD deposited by the bidder in the tender will be forfeited without assigning any reason and such bidder will not be entitled for future biddings.
44. Not with standing the above, the Purchaser reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to award of contract.
45. The decision of the "Tender Committee" will be final & binding to all the bidders. Any dispute arising out of this tender or supply of any other matter will fall under the civil jurisdiction of Chhattisgarh High Court only.

Principal,
Govt.I.T.I. BERLA
Distt. – BEMETARA (C.G.)

ANNEXURE-I

Note:- Submit Bid Price Item-wise in the following Proforma only. Any deviation will not be accepted.

PRICE SCHEDULE

Package No. ……., Package Name. ……

Name of Bidder ……..

(Amount in Rs)

Item Serial No.	Item Code	Specifications of item, which bidder offers	Name of accessories with specifications (if any)	Make/ Brand of Item	Manufacture's Name	Catalogue / Brochure Page No. (as indexed by you)	Quantity of item as per tender with unit	Cost per unit (Inclusive of all Charges except VAT)	VAT	Total value item wise (col.9 +col. 10)	Total Value in Rs (col. 8 x col. 11)
1	2	3	4	5	6	7	8	9	10	11	12
Total package Value (in words)											

Note:-

a. The bidding prices shall be F.O.R Destination.

b. Rates should be inclusive of all charges (such as charges for Inspection/ Demonstration/ Installation/ Commissioning/ Transportation/ Excise/ Custom/ Services charges etc. Except VAT). VAT should be mentioned separately.

c. Conditional rates will not be accepted.

d. Comparison will be done item wise on the of total value as mentioned in column 11.

e. Rates will be finalized for purchase on the basis of individual items having 03 valid rates.

f. Specifications of the items which bidder offers as per the catalogue/ brochure/ Technical details etc. will be considered for comparison and selection. Incomplete bid will not be considered for comparison.

ANNEXURE-II

FORM – A

(To be signed and returned and returned along with the tender)

I/We (Full Name)……
Address……
……

have read the Terms and Conditions of the tender for the supply of various stores as per your tender notice for supply of Package of _____ for INDUSTRIAL TRANING INSTITUTE …….of Chhattisgarh under world Bank assisted VTIP Scheme in shopping Mode due on _____and I/We fully accepted the terms and conditions of the bid supplied to me /us with the bidding Documents.

I/We also undertake to permit the World Bank to inspect our accounts and records and other documents related to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.

It is further noted that if any manipulation is found at any stage, the tender/ Contract/ Supply order shall be rejected and the Principal, ITI …….. Chhattisgarh may take action against me/us, as she/he deems appropriate.

Details of Earnest Money/bid security in the form of DD/BG (@ 03% of the total tendered value for the package(s) for which bid is submitted) :

a) DD/BG no.----------
b) Value Rs.----------
c) Name of Bank----------

Date: ……..

Signature
(Name & full Address of the firm)

ANNEXURE-III

EARNEST MONEY / BID SECURITY FORM

To:

The Principal, Industrial Training Institute
BERLA
Distt.-BEMETARA, Chhattisgarh

WHERES ……. (Name of supplier) hereinafter called "the bidder" has undertaken, in pursuance of Tender No……dated……..20 to bid in the said tender.
AND WHEREAS it has been stipulated by you in the said tender notification that the supplier shall furnish you will a Bank Guarantee by a nationalized bank the sum specified therein as Earnest Money/ Bid Security for compliance with the bidders obligation in accordance with the Tender terms and conditions.

AND WHEREAS we have agreed to give the bidder a Guarantee:
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of ……..(Amount of the Guarantee in Words and figures) and we undertake to pay you, upon your first written demand declaring the bidder to be in default under the terms and Conditions and without any cavil or argument, any sum or sums within the limit of ……. (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee in value until the ……day of ……20……..

Signature and Seal of Guarantors
……
……
……
Date ……20……..
Address……..……
……
……

……..
(Signature of the Bank)

Note: The bank guarantee (submitted by Indian Bidder) should be executed of stamp paper in accordance with stamp Act. The stamp paper should be in the name of executing bank.

ANNEXURE-IV

PERFORMANCE SECURITY FORM

To: The principal, Industrial Training Institute
BERLA ,
Distt. - BEMETARA ,Chhattisgarh

WHEREAS…….(Name of Supplier) hereinafter called "the Supplier" has undertaken, in pursuance of Contract (Notification of Award) No. ……..... dated……..……..to supply……..(Description of Goods and Services) hereinafter called "the contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a nationalized bank for the sum specified as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of…….(Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of …….(Amount of Guarantee) as aforesaid, without your needing to prove or to show This guarantee is valid until the…….day of ……...20……

Signature and Seal of Guarantors
……..
……..
…….....
Date……20…….
Address: .....
……
……

Note: The Bank Guarantee [submitted by Indian Supplier] should be executed on stamp paper in accordance with stamp paper act. The stamp paper should be in the name of executing bank.

ANNEXURE-V

On Non Judicial Stamp Paper of Rs. 50/-

निविदाकर्ता द्वारा Bid के साथ दिये जाने वाला
शपथ–पत्र

निविदाकर्ता फर्म मेसर्स..... की ओर से मुझे/ हमें अधिकृम किया गया है और मैं/ हम निम्नलिखित कथन शपथपूर्वक कहता हूँ/कहते हैं किः–

1. मैंने/हमने निविदा की सारी शर्तें ध्यानपूर्वक पढ़ी हैं और उनसे सहमत हैं व उन्हें मानने के लिये वचनबध्द हैं।
2. मेरे/हमारे द्वारा संलग्न किये गये सभी दस्तावेज सही है और उनमें किसी प्रकार की कांट–छांट नहीं किया गया है एवं गलत जानकारी नहीं दी गई है।
3. मेरे/हमारे द्वारा कामर्शियल बिड में सामग्रियों के लिये जो स्पेशिफिकेशन दिया गया है और उनके सपोर्ट में जो भी संबंधित दस्तावेज, कैटलॉग/ब्रोशर्स आदि संलग्न किये गये हैं, उनमें लिखा विवरण निर्माता द्वारा जारी किया गया है एवं मूल रूप में हैं और उनमें कोई फेरबदल या कांट–छांट नहीं किया गया है।
4. मेरे/हमारे द्वारा निर्माता से मुझे/हमें जारी आथॉराइजेशन प्रमाण पत्र जो कि बिड के साथ संलग्न किये गये हैं व सही एवं मूल रूप में हैं और उनमें कोई फेरबदल नहीं किया गया है।
5. मैं/हम दिये गये क्यादेशानुसार सामग्रियों को निर्धारित समय सीमा में स्पेशिफिकेशन के अनुसार सप्लाई करने के लिये बाध्य हैं। देर होने या सामग्रियों के स्पेशिफिकेशन में अन्तर होने पर मुझे/हमें दिये गये क्यादेश को निरस्त किया जा सकता है एवं शासन को होने वाले नुकसान की भरपाई मेरे/हमारे द्वारा की जायेगी।
6. मेरे/हमारे द्वारा दी गई जानकारी असत्य पाये जाने पर मुझे/हमें एवं हमारी फर्म को निविदा में भाग लेने से वंचित किया जा सकता है।

दिनांक.....

हस्ताक्षर : .....
नाम : .....
धारित पद : .....
फर्म का नाम : .....
(सील सहित)

ANNEXURE-VI

SECTION XII

MANUFACRURES AUTHORIZATION FORM*

No._____Dated

TO

Principal/ Head of the Institution
Government ITIs
Under Directorate of Employment & Training
Chhattisgarh

Dear Sir:

Tender no_____Dated_____

We_____who are established and reputable manufacturers of (name and description of goods offered) having factories at _____(address of factory) do hereby authorize M/s_____(Name and address of Agent) to submit a bid, and sign the contract with you for the goods manufactured by us against the above IFB.

No company or firm or individual other than M/s_____are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific Tender. (This para should be deleted in simple items where manufactures sell the product through different Stockiest)

Yours faithfully,

(Name)
(Name of manufacturers)

Note: This letters of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the bidder in its bid.

Modify this format suitably in case where manufacturer's warranty and guarantee are not application for items for which bids are invited.