कार्यालय, जनपद पंचायत ओरछा जिला-नारायणपुर (छ.ग.)

//निविदा आमंत्रण//

क्रमांक/661 /ज.पं./स्था./स्टोर/2014 ओरछा, दिनांक 04/08/2014

जनपद पंचायत ओरछा द्वारा पंजीकृत फर्म से निम्नाकिंत कार्यो हेतु पंजीकृत डाक/ स्पीड पोस्ट से दो लिफाफा पद्धति से सीलबंद निविदाएं अधोहस्ताक्षरकर्ता के कार्यालय में आमंत्रित की जाती है जिसका विवरण निम्नानुसार है :-

क्र.	कार्य का विवरण	अनुमानित प्राक्कूलन राशि (लाख में)	अमानत राशि (एफ.डी.आर.) रूपये में	निविदा प्रपत्र का मूल्य (रूपये में)
1	2	3	4	5
1	ट्रेक्टर डी.आई. (ट्राली सहित)	8.00	24000.00	1500.00
2	सीमेन्ट कांक्रीट मिक्चर मशीन	6.00	18000.00	1500.00

01. निविदा प्रपत्र क्रय करने की अंतिम तिथि - 20/08/2014 सायं 05:00 बजे
02. निविदा जमा करने की अंतिम तिथि - 20/08/2014 सायं 05:00 बजे
03. निविदा खोलने की तिथि - 21/08/2014 सुबह 11:00 बजे

नोट :- निविदा की शर्ते एवं प्रस्तावित कार्यो का विवरण कार्यालयीन अवधि में कार्यालय में देखा जा सकता है भण्डार क्रय नियम का पालन किया जावेगा ।

1. निविदा प्रपत्र हेतु प्रस्तुत किये जाने वाले निविदाकारों को आवेदन के साथ निर्माता/ अधिकृत विक्रेता/वाणिज्यकर पंजीयन , पेनकार्ड एवं आदेश/कार्यानुभव की छायाप्रति प्रस्तुत करना होगा ।
2. निविदा निरस्त अथवा मान्य किये जाने का सम्पूर्ण अधिकार अधोहस्ताक्षरी को रहेगा।
3. कार्यालय में उपस्थित होकर अथवा इन्टरनेट से डाउनलोड कर निविदा प्रपत्र प्राप्त किया जा सकता है । निविदा प्रपत्र का निर्धारित राशि केवल डी.डी. द्वारा ही मुख्य कार्यपालन अधिकारी जनपद पंचायत ओरछा के नाम से स्वीकार्य होगा ।

4-8-14

मुख्य कार्यपालन अधिकारी
जनपद पंचायत ओरछा
जिला-नारायणपुर (छ.ग.)

OFFICE OF JANPAD PANCHAYAT ORCHHA DISTRICT NARAYANPUR (C.G.)

TERMS & CONDITIONS OF THE TENDER

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

1. On the top of Main envelop mention Tender No., Due Date, all package nos. & names for which Bid are submitted.

2. Following documents should be kept inside the envelope:

i. Covering letter for submission of Bid which should indicate -

- Index for all the submitted documents for the tender
- All particulars of Bidders viz address, phone No., e-mail, name of the authorized person(s), TIN/ TAN/ Service Tax No., etc. for correspondence.
- Package Nos. & name for which Bid is submitted.

ii. 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 conditions by the tenderer) will not be accepted.**

iii. Demand Draft/ Bank Guarantee (as given in the proforma Annexure-III) for earnest money/ bid security.

iv. All the pages of **Terms & Conditions of Tender** duly signed & stamped by the tenderer in token of his acceptance of tender conditions along with other documents.

v. Valid certificates related to TIN / TAN / Service Tax No. etc. issued by competent Govt. authority pertaining to tender.

vi. **Affidavit in prescribed format as given in Annexure-V on non judicial stamp paper of Rs. 50/- certified by Notary.**

vii. 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.

viii. All relevant particulars, illustrative catalogue/ broachers etc. which should indicate the products technical specifications for all packages which is submitted in the bid.

ix. Filled Manufacturer's Authorization Form as given in SECTION XII (Annexure-VI) for all the quoted items.

x. 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-Excel).

xi. 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 singed, 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 may 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. Bank Draft should be in favour of **Chief Executive Officer Janpad panchayat Orchha, district Narayanpur** payable at Narayanpur, Chhattisgarh. If the bidder deposits earnest money/ bid security in the form of Bank Guarantee, he/she shall furnish the same to the **Chief Executive Officer Janpad panchayat Orchha, district Narayanpur** for 3% of total tendered value through a bank guarantee by a Schedule Bank. in the prescribed proforma as Annexure-III. 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 used for marketing and registration no. of Commercial Tax Department.

9. Prices 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 packages are as per the requirements of the curriculum of the related sectors/trades. Bidder 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 / representatives 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 45 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/ Broachers). 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 government fund, bidders/ suppliers/ contractors are required to permit government 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 government if deemed necessary.

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 tenders 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 **Chief Executive Officer Janpad panchayat Orchha, district Narayanpur** 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 have 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 The **Chief Executive Officer Janpad panchayat Orchha, district Narayanpur** 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 upto 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 **Chief Executive Officer Janpad panchayat Orchha, district Narayanpur** shall, without prejudice to its other remedies under the Contract, 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

ANNEXURE-I

Note:- Give 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 items, which bidder offers	Name of accessories with specifications (if any)	Make/ Brand of Item	Manufacturer'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 for 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 basis 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 details will not be considered for comparison.

g. Price Schedule given in other form will not be accepted and bid will be rejected

ANNEXURE- II

FORM - A

(To be signed 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 Chief executive Officer Janpad Panchayat orchha due on _____ and I/we fully accept the Terms and Conditions of the Bid supplied to me / us with the Bidding Documents.

It is further noted that if any manipulation is found at any stage, the tender/ Contract / Supply order shall be rejected and the Chief executive Officer Janpad Panchayat orchha ....., Chhattisgarh may take any 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 ----------

Date: .....

Signature

(Name & full Address of the firm)

ANNEXURE- III

EARNEST MONEY / BID SECURITY FORM

To:
Chief executive Officer Janpad Panchayat Orchha

_____,
Distt.-_____ Chhattisgarh

WHEREAS ..... (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 with a Bank Guarantee by a schedule bank for the sum specified therein as Earnest Money/ Bid Security for compliance with the Bidders obligations 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 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 is valid 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 on stamp paper in accordance with stamp Act. The stamp paper should be in the name of executing bank. 10 of 12

ANNEXURE- IV

PERFORMANCE SECURITY FORM

To,
Chief executive Officer
Janpad Panchayat Orchha
Distt.-_____ Chhattisgarh

WHEREAS ..... (Name of Supplier) hereinafter called "the Supplier" has undertaken , in pursuance of Contract (Notification of Award) No. ..... dated ..... 20..... 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 schedule bank for the sum specified therein 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 grounds or reasons for your demand or the sum specified therein.
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 अधिकृत किया गया है और मैं/हम निम्नलिखित कथन शपथपूर्वक कहता हूँ/कहते हैं कि :–

1. मैंने/हमने निविदा की सारी शर्तें ध्यानपूर्वक पढ़ी हैं और उनसे सहमत हैं तथा उन्हें मानने के लिये वचनबद्ध 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 वे सही एवं मूल रूप में हैं और उनमें कोई फेरबदल नहीं किया गया है।
5. मैं/हम दिये गये कयादेशानुसार 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 कयादेश 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
MANUFACTURERS' AUTHORIZATION FORM*
No. -------- Dated

To

Chief executive Officer
Janpad- Panchayat Orchha
District Narayanpur (Cg)

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 ---------- *nd address of Agent)* to submit a bid, and sign the contract with you anufactured 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 manufacturers sell the product through different stockists.)*

Yours faithfully,
(Name)
(Name of manufacturers)

Note: This letter 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 applicable for the items for which bids are invited.