OFFICE OF THE PRINCIPAL ITI AMBIKAPUR
DIST. SURGUJA, CHHATTISGARH

Phone No. 07774-222240, E-mail – itiamb@rediffmail.com

Tender No. - AMBIKAPUR/WB/VTIP/20/JAN 2013, Dated 04-01-2013

World Bank Assisted Vocational Training Improvement Project

TERMS & CONDITIONS OF THE TENDER

Tender documents/Qualification requirements should be submitted separately in 03 sealed envelopes A, B & C as given below :

1. A. Prequalification document should be submitted in sealed envelope "A" which will contain (for all the packages for which bidder wants to Bid) :-

   (i) Covering letter for submission of Bid

   (a) should indicate index for all the submitted documents for the tender

   (a) Mentioning all particulars of Bidders viz address, phone No., e-mail, name of the authorized person(s), TIN/ TAN/ Service Tax No. etc. for correspondence.

   (b) Mentioning package No. & name for which Bid is submitted.

   (ii) In case the Tender document is downloaded from the website, DD of Rs. 500.00 in the favour of Principal, ITI Ambikapur payable at Ambikapur is to be attached.

   (iii) Completely filled Form - "A" with signature & seal of authorized person which includes Earnest Money/ Bid security details - @ 3% of total tendered value.

   NOTE:-Tender received without form "A" duly signed (As token of acceptance of tender conditions by the tenderer) will not be accepted.

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

   (v) 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.

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

   (vii) Undertaking for "After Sales Services" on letter head of bidder.

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

1. B. Technical documents should be submitted dibber how is manufactures one there authorized dealer in sealed envelope "B" which will contain (for all the packages for which bidder wants to Bid) :-

   (i) Manufacturer's Company Profile showing its product range, turn over, web-address and certifications like ISO/ ISI etc. alongwith the documentary proof of such certificates if company/ products bear such certificate.

   (ii) All relevant particulars, illustrative catalogue/ broachers etc. which should indicate the products technical specifications which is submitted in the bid.

   (iii) Manufacturer's Authorization Form given in SECTION XII (Annexure-VI).

1. C. Package wise Commercial Bid (for all items of any package which is bided as per the tender) in prescribed format (i.e. Annexure-I) should be submitted (separately for each package) in sealed envelope "C" alongwith the soft copy in CD (MS-Excel).

2. All the three sealed envelopes A, B & C should be kept in one master envelope.

3. On the top of each sealed envelopes A, B, C and Master envelope bidder should clearly mention Tender No., Due Date, Package No. and Package Name with seal & sign of bidder.

4. Complete tender document must be duly singed, stamped, paged & indexed by the bidder. **Unsigned or unpaged bids shall be straightway rejected.**

5. Either a manufacturer or their authorized dealer can bid for a package(s). For 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 the envelope "B" (in the Prequalification documents). 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 in envelope "B".

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 Nationalized Bank. Bank Draft should be in favour of Principal, ITI Ambikapur payable at Ambikapur 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 Ambikapur for 3% of total tendered value through a bank guarantee by a nationalized bank in the prescribed proforma as Annexure-III, valid upto 60 days beyond the original validity period of bids or beyond any period of extension subsequently requested. 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. 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. The Purchaser will open all bids, 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 and it will be the responsibility of supplier to deposit VAT to commercial tax department.

13. The tender matter including prices should be typed neatly; generally 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. **The bidder is required to quote rates for all the items under one package .If she/he does not quote the rates of all the items then his bid shall be rejected and will not be taken into account for evaluation. Bidder should be manufacturers or valid authorised dealer for the rates quoted.**

21. 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.

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 World 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 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 Principal, ITI Ambikapur 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 31st March otherwise above contract may be treated as canceled without any prior notice.

30. **Before executing the awarded contract** the Supplier shall furnish Performance Security to the The Principal, ITI Ambikaurr Chhattisgarh for an **amount of 5%** of the contract value through a Bank Guarantee by a nationalized 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 Principal, ITI Ambikapur Chhattisgarh 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 may supply the items of higher specifications (due to manufacturing obligations) 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/machine 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, ITI Ambikapur 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 person or persons he deems fit and to reject such of these items as in his opinion do not come up to the specification. The decision of the under signed will be final in such cases. The rejected items will be returned on the tenderer's cost.

36. Warrantee/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 equipments shall be suitably protected, coated, covered or boxed and crated 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/Equipments 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 given 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 & and 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 to 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 the website **www.cg.gov.in** or by E-mail or by fax and will be binding on them.

43. If any document given 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. Notwithstanding 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 the award of contract.

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,
Industrial Training Institute,
Ambikapur Distt. Surguja (C.G.)

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	Specifications of items, which bidder offers	Name of accessories with specifications (if any)	Make/ Brand of Item	Manufacturer's Name	Quantity of Item as per tender With unit	Cost per unit (Inclusive of all Charges) except VAT	VAT	Total value item wise (col. 8 + col. 9)
1	2	3	4	5	6	7	8	9	10
Total package Value (in words)									

Note:-

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

b. Rate should be quoted for all the items of the packages necessarily, otherwise bid will be treated non responsive.

c. 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 mentioned separately.

d. Conditional rates will not be accepted.

e. Rates will be finalized for purchase on the basis of the final total package value for all the items not on individual items. The Rates quoted for total package value will be considered for comparison.

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. One soft copy of Price Schedule in Excel in separate sealed envelope.

h. 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 INDUSTRIAL TRAINING INSTITUTES ..... of Chhattisgarh under World Bank assisted VTIP Scheme in Shopping Mode due on _____ and I/we fully accept 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 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) Value Rs. ----------

(b) Name of Bank ----------

* Details of Tender Document (if Downloaded from Website) :

(a) Value of Demand Draft Rs. ----------

(b) Name of Bank ----------

*** Strikeout, if not applicable**

Date: ….....

Signature
(Name & full Address of the firm)

ANNEXURE- III

EARNEST MONEY / BID SECURITY FORM

To: **The Principal, Industrial Training Institute Ambikapur, 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 nationalized 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.

ANNEXURE- IV

PERFORMANCE SECURITY FORM

To: **The Principal, Industrial Training Institute Ambikpaur, 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 nationalized 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
<u>शपथ–पत्र</u>

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 क्रयादेशानुसार 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 क्रयादेश 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

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

_____
_____
_____

Dear Sir:

IFB No – VTIP / CoEs / Jan 2012

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 IFB. *(This para should be deleted in simple items where manufacturers sell the product through different stockists.)*

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract and Clause 10 of the Special Conditions of Contract for the goods and services offered for supply by the above firm against this IFB.

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.