

GOVERNMENT OF MAHARASHTRA

GOVERNMENT OF MAHARASHTRA
GOVERNMENT INDUSTRIAL TRAINING INSTITUTE

DIRECTORATE OF VOCATIONAL EDUCATION & TRAINING



Tender No:06 -20-21

TENDER DOCUMENT FOR PROCUREMENT OF
COMPUTERS

LAST DATE FOR SUBMISSION OF TENDER: 30/01/2021 UPTO 5:00HRS

TENDER PRICE: Rs. 500
NON-REFUNDABLEINSTITUTE MANAGEMENT COMMITTEE
OF**Government Industrial Training Institute,**
Kavatemahakal, Dist-Sangali, Maharashtra StateE-mail: tpcitikm@gmail.com , iti.kavathemahakal@dvet.gov.in

TENDER NOTICE

Digitally sealed tenders (Two Bid System) as per e-tendering system are invited by office of Institute management committee of ITI Kavathemahankal, Dist. Sangli, from reputed Manufacturers or Authorized Dealers for the supply of following items required in ITI Kavathemahankal, Dist. Sangli

NOTICE DETAILS			
Tender Reference No	TE – 06/2020-21		
Name of the Work/ Item	COMPUTERS		
Specification of the Work/ Item	As per Annexure A		
Quantity and Consignee	25 no. at Institute management committee of ITI Kavathemahankal, Dist. Sangli		
Price of Tender Document	Rs. 500/- (Non-refundable) (Rupees Five Hundred Only)		
EMD & Mode of Payment	Rs. 5,000/- (Rupees five Thousand Only) in the form of Demand draft of Nationalize Bank.		
Place of Pre-bid Meeting and Opening of Tender Offers	Not Applicable		
Address for Communication	Industrial Training Institute, Near Rural Hospital, Kavatemahakal, Dist-Sangali-416405		
Contact Phone & Fax Numbers and Email ID	Phone No.: 02341222767, Store Section: 8669114772, 9359749347 E-Mail: tcpcitkm@gmail.com, iti.kavathemahakal@dvet.gov.in		
TENDER SCHEDULE			
Sr. No.	Event	Date	Time
1	Release of tender	16/01/2021	1100 Hrs
2	Submission End Date	30/01/2021	1700 Hrs
3	Opening & Evaluation of Technical Bid	03/02/2021	1100 Hrs
4	Opening of Commercial Bid	To be inform later	

*Exact date of opening of Technical and Commercial bids shall be notified in the Press Notice/ Corrigendum section of the website before opening of the same. All bidder(s) interested in participating in the Tendering process are required to regularly communicate the authorities for getting updates about the tender process.

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DISCLAIMER

Institute management committee of ITI Kavathemahankal, Dist. Sangli (ITI) is issuing this bid document for inviting bids for supply, installation and commissioning of store specified in the scope of the work. The Bid Document comprises of terms & conditions set forth in this bid document or that may be provided subsequently to bidder(s) whether in documentary form signed by the any authorized officers of ITI or on official website .

It is hereby clarified that this bid document is not an agreement and is not an offer or invitation by ITI to any parties hereunder. The purpose of this bid document is to provide the bidder(s) with information to assist in the formulation of their bids. While the bid document has been prepared in good faith with due care and caution, IMC OF ITI do not accept any liability or responsibility for the accuracy, reasonableness or completeness of the information or for any errors, omissions or misstatements, negligent or otherwise, relating to any feasibility/detailed project report or any other reference document mentioned, implied or referred herein or pertaining to the scope of the work. This bid document may not be appropriate for all persons. It is not possible for ITI, to consider the investment objectives, financial situation, and particular needs of each bidder who reads or uses this bid document. Each bidder shall conduct its own investigations and analysis and shall check the accuracy, reliability, and completeness of the information in this bid document and where necessary obtain independent advice from appropriate sources.

Bidder shall carefully examine and analyze the bid document and bring to the notice of ITI any error, omission or inaccuracies therein that are apparent and to carry out its own investigation with respect to all matters related to this bid, seek professional advice on technical, financial, legal, regulatory and taxation matters and satisfy himself of consequences of entering into any agreement and/ or arrangement relating to supply of store. ITI and its employees make no representation or warranty, express or implied and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the information contained in the bid document or in any material on which this bid document is based or with respect to any written or verbal information made available to any bidder or its representative(s).

No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which this bid document may be based. Liability therefore, if any, is hereby expressly disclaimed.

ITI may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this bid document as per its requirements.

DEFINITIONS, ABBREVIATIONS AND ACRONYMS

In this tender document, the following terms shall be interpreted as indicated below:

- (1) **"Vendor or Contractor or Service Provider"** shall mean the successful bidder to whom the contract has been awarded and/or with whom the Tendering Authority signs the contract for rendering of goods and services.
- (2) **"Contract"** means the agreement entered into between the Tendering Authority and the Vendor, as recorded in the document signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by the reference therein.
- (3) **"Bidder"** means any firm(s) or a consortium having proper legal Agreement between the parties with the lead firm taking the full responsibility of managing the project as required in the tender. The word "Bidder" when used in the pre award period shall be synonymous with "Vendor" which shall be used after award of the contract.
- (4) **"The Contract Price"** means the price payable/receivable to the Successful Bidder under the Contract for the full and proper performance of its contractual obligations.
- (5) **"The Goods"** means the all the material, services, and repair and maintenance which the Vendor is required to supply to the Tendering Authority under the Contract. The word "The Goods" when used shall be synonymous with **"The Store"** which shall be used wherever possible.
- (6) **"The Services"** means services ancillary to the supply of the Goods, such as transportation, insurance, unloading, any other incidental services or any other obligations of the Vendor covered under the Contract.
- (7) **"Day"** means a working day.
- (8) **"Month"** means calendar month.
- (9) **"Week"** means seven consecutive days.
- (10) **"Tendering Authority"** means the Institute management committee of ITI Kavathemahankal, Dist. Sangli who has been authorized to issue a work order under this contract. The word "Tendering Authority" when used shall be synonymous with **"The Purchaser"** which shall be used wherever possible.
- (11) **"ITI"** means Institute management committee of ITI Kavathemahankal, Dist. Sangli
- (12) **"EMD"** means Earnest Money Deposit. The word "EMD" when used shall be synonymous with **"The Bid Security"** which shall be used wherever possible.
- (13) **"Tender Opening Committee"** means the committee of officers appointed and authorized by the Tendering Authority.
- (14) **"Technical Evaluation Committee"** means the committee of experts appointed by the **Tendering Authority**.
- (15) **"PDI"** means the Pre-Dispatch Inspection.
- (16) **"Inspection Committee"** means the committee of experts appointed by the Tendering Authority who is entrusted the job of inspection.
- (17) **"ITI"** means Government Industrial Institutes in the state of Maharashtra.
- (18) **"Consignee"** means the any institutes or offices under the jurisdictions of ITI where the stores to be delivered.
- (19) **"Similar Machines"** means "Any equipment and machinery of the same group doing related/comparable function.

Note: Any words or terms which are not clearly defined in this tender document shall be clarified by the bidder before the submission of the bid.

SECTION 1: INSTRUCTIONS TO BIDDER

1.1 INTRODUCTION

For and on behalf of Institute management committee of ITI Kavathemahankal, Dist. Sangli, herein after referred to as “**Tendering Authority**” invites digitally sealed tenders in two bid system for supply, installation and commissioning of Machinery & Equipment’s specified in Scope of Works (Section-4) by Tendering process for the use in Government Industrial Training Institute, Kavathemahankal.

The quantities mentioned in the tender are only approximate estimated quantities. The Tendering Authority reserves the right to increase or decrease the quantities to be purchased without assigning any reason thereof.

1.2 QUALIFICATION CRITERIA

The bidder(s) who satisfies the following qualification criteria are only eligible to participate in the bid process. Offers received from the bidder(s) who do not fulfill all or any of the following qualification criteria are liable to be rejected at discretion of the Tendering Authority.

S.N.	Qualification Conditions	Supporting Documents to be submitted
1.	The Bidder shall be a Registered Company/Firm in India and shall be in business of manufacturing and or supplying the similar type of items since last Five preceding financial years	Certificate of Registration / Certificate of Incorporation and Memorandum
2.	The Bidder shall be an Original Equipment Manufacturer (OEM) only.	If Bidder is Original Equipment Manufacturer: Manufacturer License or EM Part-II

S.N.	Qualification Conditions	Supporting Documents to be submitted
3.	Bidder's Annual Average Turnover of last three preceding financial years shall be Rs. 15 Lacs	Turnover of the company for last three preceding financial years certified by the chartered accountant of the company in the format prescribed in Annexure 3 along with audited balance sheet
4.	OEM's Annual Average Turnover of last three preceding financial years shall be Rs. 100 Lacs	Turnover of the OEM for last three preceding financial years certified by the chartered accountant of the company <i>If the Bidder is Authorized Representative of OEM then the Bidder has to submit its own Turnover documents along with the Turnover documents of the OEM.</i>
5.	Bidder shall have manufactured and/ or supplied at least 80% of the Quantities or Value of similar items in the last three preceding financial years	<ol style="list-style-type: none"> 1. Work-orders along with Completion Certificates / Client's Testimonial given by concerned organizations or whom work is done shall be submitted in Annexure 6A and Annexure 6B. 2. In case of Items (e.g Retail items like Hand Tools, Power Tools, Cutting Tools, Electrical/ Electronic/ Mechanical Measuring and Testing Equipments, other consumable and semi consumable items) where details of past performance can't be submitted due to large quantity and thus large number of records, bidder shall submit an affidavit confirming that he has supplied the goods as per the qualification requirements of the tender and the goods are working satisfactorily. The purchaser may ask for more details to verify the details and the bidder shall submit the same within seven (7) days of such request
6.	The bidder shall have	1.GST Registration Certificate

The purchaser reserves the right to ask for any further documentary evidence to substantiate the fulfillment of the qualification criteria and also reserves the right to verify/ evaluate the claims made by the bidder independently.

1.3 PURCHASE AND DOWNLOADING OF TENDER FORM

The tender document is uploaded/ released on 16-01-2021. Tender document and supporting documents may be purchased and downloaded from link of Industrial Training Institute Kavathemahankal website viz www.itikm.com. Subsequently, bid has to be prepared and submitted as per the scheduled date & time. Tender forms shall not be sold/ issued manually from ITI office.

1.4 PROCESS OF SUBMISSION OF TENDERS

Both the bids (Technical as well as Commercial) shall be submitted on scheduled date and time. Original copies shall be kept ready and shall be produced for verification on demand by the Purchaser.

1.5 INSTRUCTION FOR SUBMISSION

- 1.5.1 The bidder shall ensure that their tender is prepared before the expiry of the scheduled date and time and then submitted before the expiry of the scheduled date and time. No delay on account of any cause shall be entertained.
- 1.5.2 If for any reason, any interested bidder fails to complete any stages during the complete tender cycle, Tendering Authority shall not be responsible for that and any grievance regarding that shall not be entertained.
- 1.5.3 Tenders submitted without following Two Bid system procedure shall be rejected.
- 1.5.4 The Two Bid offer must be submitted along with document(s) as per the guidelines given below by Tendering procedure only.

1.6 DEADLINE FOR SUBMISSION OF TENDERS

Tender shall be submitted on or before last date & time of submission as per schedule specified. However the tendering authority may at his discretion, extend the deadline of submission of tenders before closing, if required. No separate communication or publication shall be made in this regard.

1.7 DUE DILIGENCE

- 1.7.1 The bidder is expected to examine all instructions, forms, terms & conditions, and specifications that are provided in the bid document. The bid shall be precise, complete and in the prescribed format as per the requirement(s) of the bid document. Failure to furnish all information required by the bid document or submission of a bid not responsive to the bid document in every respect shall be at the bidder's risk and may result in rejection of the bid.
- 1.7.2 The tender offer shall remain valid till **90 Days from the Date on Opening of Tender.**
- 1.7.3 The payment against Tender cost may be in cash .

1.8 CLARIFICATION TO BID DOCUMENT

Prospective Bidder requiring any clarification in the tender document may notify the Tendering Authority in writing. The Tendering Authority shall respond in writing to any request for clarification of the Tender Document received not later than 4 working days prior to the last date for the receipt of bids prescribed.

1.9 AMENDMENT TO BID DOCUMENT

- 1.9.1 At any time until 7 days, before the deadline for submission of bids, tendering authority, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by an amendment. All the amendments made in the document shall be given to bidders.
- 1.9.2 Any addendum/ corrigendum as well as clarification thus issued shall be a part of the tender document(s) and it shall be assumed that the information contained in the amendment shall have been taken into account by the bidder in its tender.
- 1.9.3 Tendering authority also reserves the rights to amend the dates mentioned in this tender document for bid process.
- 1.9.4 In order to afford prospective bidder(s) reasonable time in which to take the amendment into account in preparing their bids, tendering authority may, at its discretion, extend the last date for the receipt of bids by a reasonable period.

1.10 NON-TRANSFERABLE

The tender document is non transferable.

1.11 COST OF BIDDING

- 1.11.1 The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by tendering authority to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. Tendering authority shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 1.11.2 This tender document does not commit tendering authority to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award.
- 1.11.3 All materials submitted by the bidder become the property of tendering authority and may be returned at its sole discretion, provided, any materials which are identified as "proprietary and confidential material of bidder" shall remain the property of such bidder and the tendering authority shall maintain confidentiality of such materials.

1.12 REJECTION OF BID

Tendering authority, reserves the right to accept/ reject/ release or relax any or all or part of the bids received on the due date/ opening of tender/ at any stage of tendering process without assigning any reason whatsoever.

1.13 LANGUAGE OF BID

The Bid and all correspondence documents related to the bid exchanged by the Bidder and the Tendering Authority shall be written in English language only.

1.14 BID CURRENCY

Prices shall be quoted in Indian Rupees only.

1.15 INTERLINEATIONS IN BID

Tenders containing interlineal shall not be considered. There shall be no Handwritten Material, corrections or interlineal in the offer. Technical details must be completely filled in. Filling up of the Technical Detail Form using terms such as "OK", "Accepted ", "Noted", " As given in brochure / Manual" is not acceptable. The Tendering Authority may treat offers not adhering to these guidelines as unacceptable.

1.16 PERIOD OF VALIDITY OF BIDS

1.16.1 Validity period:

Bids shall remain valid up to **90 Days from the Date on Opening of Tender**. The Tendering Authority reserves the right to reject a Bid as non-responsive if such Bid is valid for a period less than **90 Days from the Date on Opening of Tender** and the Tendering Authority shall not be liable to send an intimation of any such rejection to such bidder(s).

1.16.2 Extension of Period of Validity:

The Tendering Authority may solicit the bidder's consent for an extension of the period of Bid validity during or expiry of the validity. Any such request by the Tendering Authority and the response thereto shall be made in writing and such extension of Bid validity period by the bidder shall be unconditional and irrecoverable. A bidder accepting the request of Tendering Authority

shall not be permitted to modify its Bid.

1.17 CONTENTS OF ENVELOPS

Bidders shall submit Technical Bid & Commercial Bid. Technical Bid shall be filled up in the templates of Technical Envelop and Online Commercial Bid shall be filled up in the templates of Commercial Envelop.

1.17.1 Envelope No. 1 – Technical Bid:

Technical bid shall include following document(s) to be submitted.

A Covering Letter as per Annexure 1 on the official letter head of the bidder and duly signed copy with seal shall be submitted.

1.17.1.1 Tender Fees:

The Tender Fees shall pay in cash/DD mode only.

1.17.1.2 Earnest Money Deposit (EMD):

The EMD shall submit DD mode only.

a. EMD Exemption:

As per Government Resolution of Industry Department, dated 1st December, 2016.

b. Discharge / Return of EMD

EMD shall be discharged /returned to all bidder(s) within 30 days after award of contract to the successful bidder. Bidder shall not be entitled for any interest on EMD.

c. EMD shall be Forfeited:

- i. If a bidder withdraws its tender during the period of bid validity as specified in the tender OR
- ii. In case of a successful tender, if the bidder fails to sign the contract in accordance with terms and conditions or to furnish security deposit.

1.17.1.3 GST Registration Certificate

Attach GST Registration Certificate

1.17.1.4 Manufacturer License:

- a. Manufacturing license for large scale industry issued by respective statutory authority or
- b. EM Part-II issued by concern DIC in case of small and medium scale industry
- c. The license must have been duly renewed and valid for the appropriate financial year .
- d. The tendering authority reserves the right to ask for any further documentary evidence to establish genuineness of manufacturer.

1.17.1.5 Manufacturer Authorization Certificate:

In case the Bidder is Authorized Representative then recent authorization certificate from manufacturer in **Annexure 2** stating that they shall supply the equipment through the bidder and shall attend all service calls during warranty period. This certificate is not required if the bidder is manufacturer.

1.17.1.6 Details of Manufacturing Facilities:

The bidder must have manufacturing capacity of manufacturing/ producing machines of the similar type in minimum number of the quantity specified in qualification requirements in each of last three preceding years. Details of staff, machinery,

manufacturing capacity etc. as per the format prescribed in **Annexure 5** must be submitted.

1.17.1.7 Central Excise Registration Certificate or Additional Proof of manufacture:

The bidder should preferably submit the Central Excise Registration Certificate or any other proof of manufacturing the items mentioned in the scope of the work.

1.17.1.8 Annual Turnover Certificate of Bidders:

- a. In case the Bidder is Original Equipment Manufacturer:

Annual Turnover Certificate of the Manufacturer for last three preceding financial years having minimum average turnover as specified in qualification criteria in the format as prescribed in **Annexure 3** must be submitted.

- b. In case the Bidder is Authorized Representative:
 - i. Annual Turnover Certificate of the Bidder for last three preceding financial years having minimum average turnover as specified in qualification criteria in the format as prescribed in **Annexure 3** must be submitted
 - ii. Annual Turnover Certificate of the Manufacturer (who has Authorized the Bidder) for last three preceding financial years having minimum average turnover as specified in qualification criteria in the format as prescribed in **Annexure 3** must be submitted.

1.17.1.9 Details of the Bidder:

The details of the bidder must be duly filled and signed by authorized person of the firm must be submitted as per the format prescribed in **Annexure 4**.

1.17.1.10 Past Performance

- a. The eligible Manufacturers or Authorized Dealers must submit particulars of quantity of the past supplies made as per the performance statement format prescribed as **Annexure 6** for the last three preceding financial years. Satisfactory Performance Certificate in format prescribed, shall be submitted issued from their end users or clients. The purchaser may ask for more details to verify the details and the bidder shall submit the same within seven (7) days of such request
- b. Offers from Manufacturers or Authorized Dealers for an item(s) for which that Manufacturer has been found guilty of malpractice, misconduct, or blacklisted/debarred either by Government of Maharashtra or by other State Government/ Central Government's organizations shall be rejected.

1.17.1.11 Technical Compliance and No Deviation Statement:

The bidder shall carefully read and understand the technical specifications given in the bid document. The bidder must comply quality requirements, packing, applicable standards, Acts and Rules including the mandatory requirements of the tender without any deviation. The bidder must submit his technical offer in a format prescribed in the tender.

- a. Brief compliance on item by item parameter using words like: "...shall be provided/ As per BIS/ Complied/ As per specification/ Available/ As per Literature/ As per requirements etc." are not acceptable and that bid shall be categorize as incomplete and rejected.
- b. The bidder must submit **NO – DEVIATION STATEMENT** mentioning the Make/ Model of the item quoted in the bid. No Deviation statement of specification of the equipment shall be offered giving details of specification in the **Annexure 8**. Bidder must give details in this Annexure 8 and mere certification that 'There is no deviation between tender specifications and specifications quoted by the bidder. Bid without Technical Specification Compliance and No Deviation Statement is not acceptable and such bids shall be rejected and shall be made non-responsive.

1.17.1.12 Technical Literature of the Equipment & Machinery:

The scan copy of original Relevant Technical literature/ Catalogue highlighting products features offered in the Tender shall be preferably submitted.

1.17.1.13 ISO/ BIS/ ISI/ CE Mark Certificate:

ISO/ BIS/ ISI/ CE Mark Certificate or similar is preferred for offered product.

1.17.1.14 Undertaking of Delivery within prescribed Delivery Period:

The bidder must submit the undertaking that the stores shall be delivered within the prescribed delivery period at the consignee locations free of cost including installation, demonstration, satisfactory trial and shall provide service during warranty period. This

undertaking is covered in the covering letter.

1.17.1.15 Undertaking for Demo and Provide Sample:

- a. The bidder must submit the undertaking for giving the demonstrations of the quoted item within short period of notice.
- b. Purchaser may ask for a sample of specific product offered by the bidder; which shall be submitted within 7 days on such request. Purchaser shall carry out inspection and tests either by its experts or from any Government approved labs. All costs related to inspection and tests in Government approved labs shall be borne by the bidder. If any destructive test is carried out, the sample will not be returned to the bidder.

1.17.1.16 Undertaking about Risk Purchase, Fall Clause and Penalty Clause:

The bidder must submit the undertaking for acceptance of Risk Purchase, Fall clause & Penalty clause duly signed by the authorized person of the firm.

1.17.1.17 Test Report:

Test Report from Govt. Laboratory prescribed in Schedule VIII of Govt. Resolution, dated 02-01-1992 from Industry Energy & Labour Dept., Govt. of Maharashtra, shall be required to be submitted at the time of pre-dispatch inspection by the successful bidder wherever prescribed. The list of such testing agencies is provided in clause 3.6 of Section-3. Bidders are requested to give the undertaking that the required test report shall be submitted at the time of pre-dispatch inspection if required as per the technical specification of the item.

1.17.1.18 Declaration:

The bidder has to give an undertaking that their firm has not been found guilty of malpractice, misconduct or blacklisted/ debarred either by Government of Maharashtra or by other State Government/ Central Government's organizations in the past and also there is no such proceedings against them. The bidder shall also undertake that they have not failed to meet its commitment against valid purchase orders issued by this Imc of ITI KM. in any of the last three preceding years unless such delay was duly condoned by ITI/ Govt. of Maharashtra accepting the reasons furnished by the bidder for such delay. The bidder must also give any other undertaking if specified by the purchaser. These undertaking must be made on Non-Judicial Stamp Paper of Rs. 100/- as per the format prescribed in **Annexure 12**.

1.17.1.19 Power of Attorney:

Power of attorney to the responsible person of the bidder to transact the business with the Tendering Authority must be submitted as per **Annexure 13**. The Responsible person must be an employee of the bidder and shall be in a position to make any decision pertaining to this tender on behalf the bidder. The bidders are not allowed to authorize third party person for transacting the business with the tendering authority.++-

1.17.2 Envelope No. 2 – Commercial Bid:

- 1.17.2.1 Commercial bid shall only contain price information as per Annexure 7 – Price Schedule. The commercial bid shall be provided in the template designed in commercial envelope of online tendering system.
- 1.17.2.2 The commercial bid shall be on fixed price basis, inclusive of all taxes. Price quotation accompanied by vague and conditional expressions such as "subject to immediate acceptance", "subject to confirmation" etc. shall be treated as being at variance & shall be liable for rejection.
- 1.17.2.3 The unit price inclusive of all taxes shall also be submitted for total items and quantity of materials to be supplied as per the template.

1.18 OPENING OF TENDER

Institute management committee of ITI Kavathemahankal, Dist. Sangli

Tender shall be opened on the date & time specified in tender notice and therefore bidder or its authorized representative is encouraged to be present at the time of opening of tender. The Envelope No. 1 – Technical Bid and Envelope No. 2 – Commercial Bid of each tender shall be prepared .

1.18.1 Opening of Technical Bid (T1):

- 1.18.1.1 Envelope No.1 – Technical Bid shall be opened to verify its contents as per requirements, on the date specified in Tender notice in presence of bidder(s) or their Authorized representatives. If the various documents contained in the envelope do not meet the requirements, a note shall be recorded accordingly by the tender opening committee and the said bidder(s)'s commercial envelope shall not be considered for further action but the same shall be recorded. Decision of the tender opening committee shall be final in this regard.
- 1.18.1.2 The Envelope No. 1 – Technical Bid of each of tender shall be opened in the order in which they have been received in presence of the tender opening committee and bidder or its authorized representative by e-Tendering procedure only.
- 1.18.1.3 After opening of Technical Bid of each of bidder, availability of all the documents uploaded therein shall be verified. All such Technical Bid containing each and every document(s) shall be taken for further technical evaluation.
- 1.18.1.4 In case of any Technical Bid where any of the document(s) is found to be missing or deficient with regard of format or manner shall be treated as Non Responsive. All such bids shall be summarily rejected and shall not be considered for further evaluation. However, Tendering Authority may give time for complying the deficiencies. If the deficiencies don't come in within stipulated time period then the bids shall be summarily rejected and shall not be considered for further evaluation.

1.18.2 Evaluation of Technical Bid:

- 1.18.2.1 The Technical Evaluation Committee shall scrutinize the document(s) mentioned above for its eligibility, validity, applicability, compliance and substantiation stipulated in tender document.
- 1.18.2.2 The Technical Scrutiny Committee shall also analyze that there is no collusive or fraudulent practice involved in the entire tendering process amongst all the tenders received.
- 1.18.2.3 The technical evaluation shall be on the basis of submitted substantiation document(s) Any tender during the evaluation process do not meet the tender conditions laid down in the tender document shall be declared as not acceptable and such tenders shall not be considered for further evaluation.
- 1.18.2.4 Deviations are generally not allowed. However, in the case of deviations, if such deviations add to the performance and quality of the item, then the decision of the Technical Evaluation Committee shall be final.
- 1.18.2.5 To assist in the examination, evaluation and comparison of Bids Tendering Authority may, at its discretion, ask the bidder for a clarification of its Bid. The request of clarification and the response shall be in writing and no change in the price of substance of the Bid shall be sought, offered or permitted.
- 1.18.2.6 Preliminary scrutiny shall be made to verify the
 - a. Completeness of bid
 - b. Computational errors
 - c. Tender Fee, Earnest Money Deposited (EMD)
 - d. Required documents have been properly signed
 - e. All Bids are in required order
- 1.18.2.7 If a bid is not substantially responsive, it shall be rejected by the Tendering Authority and shall not subsequently be made responsive by the bidder by correction of the nonconformity.

The decision of the Tender Evaluation Committee in this regard shall be final and binding on the bidder and cannot be challenged.

1.18.3 Opening of Commercial Bid (C1)

- 1.18.3.1 The Envelope No. 2 – Commercial Bid (C1) shall be opened after opening of Envelope No. 1 – Technical Bid only for the bidder(s) who's Envelope No. 1 – Technical Bid found to be in accordance with the tender conditions stipulated in tender document. The tentative date and time for opening of Envelope No. 2 shall be communicated subsequently to the eligible bidder(s).
- 1.18.3.2 No communications shall be made with the non-responsive bidders.

1.18.4 Prices:

- 1.18.4.1 The prices quoted and accepted shall be binding on the bidder and must be valid for a period of validity.
- 1.18.4.2 Rates shall be quoted for each of the required item separately on door delivery basis according to the unit asked for strictly as per the format of Price Schedule given as **Annexure 7**. Tender for the supply of item quoted in the bid with conditions like "AT CURRENT MARKET RATES" shall not be accepted. The purchaser shall not be responsible for damages, handling, clearing, transport charges etc. Conditional tenders shall not be accepted and liable for rejection.
- 1.18.4.3 To ensure sustained supply without any interruption the purchaser reserves the right to split orders for supplying the requirements amongst more than one bidder provided that, the rates and other conditions of supply are same.

1.18.5 Evaluation of Commercial Bid:

- 1.18.5.1 After opening of Envelope No. 1 – Technical Bid on the scheduled date, time and venue, the Evaluation Committee shall examine the contents of the tender received along with all prescribed mandatory document(s).
- 1.18.5.2 The Tendering Authority may at its discretion discuss with the Bidder(s) to clarify contents of their financial offer.
- 1.18.5.3 The Tendering Authority may at its discretion discuss with the lowest bidder so as to meet its expectation of a cost effective sustainable and economically promising solution.
- 1.18.5.4 The Tendering Authority reserves the right to open Commercial Bid even if one Bidder qualifies or if only one Bid is received in response to the Tender Notice.
- 1.18.5.5 The commercial bid shall be evaluated on the basis of cost effectiveness of the solution. The bidder whose commercial offer has been determined to be economical shall be selected finally subject to the discretion of the tendering authority.
- 1.18.5.6 The lowest Bidder shall be calculated on basis of total cost as per the bill of quantity mentioned in the Commercial Bid.
- 1.18.5.7 The purchaser reserves the right to split the order if need arises. The purchaser reserves the right to increase or decrease the quantity to be purchased and also reserves the right to cancel or revise or any of the all the tenders or part of tenders without giving any reason thereto with no cost to the purchaser
- 1.18.5.8 The decision of the Committee in the evaluation of the Technical and Commercial bids shall be final. No correspondence shall be entertained outside the process of negotiation/discussion with the Committee.

1.19 CONTACTING THE TENDERING AUTHORITY

- 1.19.1 No Bidder shall contact the Tendering Authority on any matter relating to its bid; from the time of the bid opening to the time the contract is awarded. If he wishes to bring additional

information to the notice of the Tendering Authority, he shall do so in writing. The Tendering Authority reserves the right as to whether such additional information shall be considered or otherwise.

- 1.19.2 Any effort by a Bidder to influence the Tendering Authority in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and also forfeiture of his Earnest Money Deposit amount.
- 1.19.3 Only duly authorized person by the bidder who is an employee of the bidder organization shall be allowed to participate in opening of tender. Third party person shall not be allowed as an authorized person of the bidder organization. If it is found at any stage of the tendering process that the bidder has authorized third party person, then the bid of such bidder shall lead to disqualification and shall be made non-responsive for further process.

1.20 COMPLAINTS

If any bidder wishes to lodge any complaint against the other bidder regarding submission of false documents, information etc. the bidder has to deposit **Rs.50,000/-** (Rupees Fifty thousand only) in the form of Demand Draft drawn in favour of "Institute management committee of ITI Kavathemahankal, Dist. Sangli" payable at par at Kavathemahankal in terms of deposit. The amount so deposited shall be refunded if after scrutiny the complaint is found to be true. However, if the complaint found to be false and malafide the deposit shall be forfeited. No interest shall be paid against this deposit

1.21 CORRUPT OR FRAUDULENT PRACTICE

- 1.21.1 "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- 1.21.2 "Fraudulent practice" means a misrepresentation or omission of facts in order to Influence a procurement process or the execution of a contract to the detriment of purchaser and includes collusive practice among Bidder(s) (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- 1.21.3 "Collusive Practice" means a scheme or arrangement between two or more bidder(s), with or without the knowledge of the Purchaser, designed to establish tender prices at artificial, non-competitive level; and.
- 1.21.4 "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.
- 1.21.5 The Tendering Authority requires that the bidder(s)/suppliers/ contractors under this tender observe the highest standards of ethics during the procurement and execution of such contracts.
- 1.21.6 Any effort by the bidder to influence the purchaser in the bid evaluation, bid comparison, or contract award decisions may result in the rejection of the bidder(s) bid.
- 1.21.7 The Tendering Authority shall reject a tender for award if it determines that the bidder recommended for awards has directly or through an agent engaged in corrupt or fraudulent practice in competing for the contract in question. The Tendering Authority shall declare a firm or individual as ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

1.22 MISREPRESENTATION

In case of any misrepresentation or concealing facts regarding performance, the Tendering Authority shall reject the tender at any stage of the bid evaluation process and may debar the said firm from participating in any tenders issued by Tendering Authority for a specific period.

1.23 NOTIFICATION OF AWARD

- 1.23.1 The Tendering Authority shall consider placement of orders for commercial supplies on those bidder(s) whose offers have been found technically, commercially and financially acceptable and whose goods have been approved/validated by the Tendering Authority.
- 1.23.2 The Tendering Authority reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 1.23.3 Prior to expiration of the period of bid validity, the Tendering Authority shall notify the successful bidder in writing that its bid has been accepted. Successful Bidder shall be informed about the intention of award of contract (Acceptance of Tender) by sending an Advance Letter of Acceptance Order. On acceptance of Terms and conditions of letter of acceptance and submission of security deposit, Purchase Order shall be released.
- 1.23.4 Upon the successful bidder's furnishing of Performance Security /Security Deposit, the Tendering Authority shall promptly notify each unsuccessful bidder and shall discharge their EMD.
- 1.23.5 The purchaser shall place supply orders on staggered basis, if necessary, during the contract period to the lowest evaluated responsive bidder and shall be governed by all the terms and conditions stipulated in the tender document.
- 1.23.6 The purchaser reserves the right to split the order if need arises. The purchaser reserves the right to increase or decrease the quantity to be purchased and also reserves the right to cancel or revise or any of the all the tenders or part of tenders without giving any reason thereto with no cost to the purchaser.

1.24 SECURITY DEPOSIT & CONTRACT AGREEMENT

- 1.24.1 Security deposit shall be 5% of the value of goods ordered and shall be retained by the purchaser for the duration of one year/warranty period from the date of issue of purchase order. In case there is delay in supply and purchaser has extended the delivery period, the retention period of security deposit shall have to be extended accordingly. Security deposit shall be released after expiry of warranty period subject to clearance from the consignee institute.

The security deposit shall be in the form of Bank Guarantee in favour of "Institute management committee of ITI Kavathemahankal, Dist. Sangli" from any Nationalized or Scheduled Bank as per format prescribed in Annex-9.

- 1.24.2 Security deposit shall be forfeited as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event as the Purchaser thinks fit and proper.
- 1.24.3 The successful bidder shall be required to enter into agreement for the due performance of Contract as per format prescribed in Annex-10.

1.25 BINDING CLAUSE

All decisions taken by the Tendering Authority regarding the processing of this tender and award of contract shall be final and binding on all parties concerned. The Tendering Authority, reserves the right:

- 1.25.1 To vary, modify, revise, amend or change any of the terms and conditions in this Bid.
- 1.25.2 To reject any or all the tender/s without assigning any reason whatsoever thereof or to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.
- 1.25.3 The quantities mentioned in the tender are only approximate estimated quantities. The IMC of ITI Kavathemahankal reserves the right to increase or decrease the quantities, to be purchased without assigning any reason thereof.

1.26 CONDITIONAL TENDER

Hypothetical, ambiguous or Conditional tenders shall be summarily rejected. No change of any kind shall be made in the Tender or format Annexed herewith. In-adequate information or change in format could lead to disqualification of the bid.

1.27 ANNULMENT OF AWARD

- 1.27.1 Failure of the successful bidder to comply with the requirement of terms and conditions of the tender document shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD in which event the Purchaser may make the award to any other bidder at the discretion of Purchaser or call for new bids.
- 1.27.2 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Noncompliance of any one of which shall result in rejection of the bid.
- 1.27.3 The bids shall be rejected at opening stage if Tender Price and EMD is not submitted
- 1.27.4 If clause-by-clause compliance in form of signing and stamping all the pages of the original bid by the authorized person(s) are not given, the bid shall be rejected.

1.28 INTERPRETATION OF THE CLAUSES

In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, the Tendering Authority's interpretation of the clauses shall be final and binding on all parties.

SECTION 2: GENERAL CONDITIONS OF THE CONTRACT**2.1 APPLICATIONS OF THESE CONDITIONS**

These conditions shall apply to the extent that provisions in other parts of the Contracts do not supersede them.

2.2 DOCUMENT ESTABLISHING GOOD CONFORMITY TO BID DOCUMENT

- 2.2.1 The Tender Document (along with its amendments if any), the Bid of the Vendor, any clarifications sought by the Tendering Authority, the responses provided by the Vendor, and any other correspondence exchanged shall form part of the contract to the extent the same is not inconsistent with this document and the award document to the Vendor
- 2.2.2 The documentary evidence in conformity with the Bid Documents may be in the form of literature and data and shall furnish a clause-by-clause compliance on the tendering authority Technical specifications and commercial conditions demonstrating substantial responsiveness to the Technical Specification and commercial conditions in the form of signing & stamping all the pages of the original bid document by the authorized person/ persons. In case of deviations the bidder shall give a statement of deviations and exceptions to the provision of the Technical Specifications and commercial conditions. A bid without clause-by-clause compliance shall not be considered.
- 2.2.3 For purposes of compliance to be furnished pursuant to clause above the bidder shall note that the standards for workmanship, material and equipment and reference to brand names or catalogue number, designated by the purchaser in its Technical Specifications are intended to be descriptive only and not restrictive.

2.3 SAFETY REQUIREMENTS

The Vendor shall abide by the job safety measures prevalent in India and shall free the Tendering Authority from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor shall pay all indemnities arising from such incidents and shall not hold the Tendering Authority responsible or obligated.

2.4 VENDOR'S OBLIGATIONS

The Vendor is responsible for, and obliged to conduct all contracted activities as defined in the scope of work or wherever contained in this document, in accordance with the Contract. The Vendor is obliged to work closely with the staff of the Tendering Authority and abide by directives issued by them.

2.5 CHANGE ORDERS

- 2.5.1 The Tendering Authority may at any time, by written order given to the Vendor, make changes within the general scope of the Contract in any one or more of the following:
- 2.5.1.1 Drawings, designs, or specifications under the Contract that are to be specifically developed for the Tendering Authority;
 - 2.5.1.2 The services to be provided by the Vendor.
- 2.5.2 If any such change causes an increase or decrease in the cost of, or the time required for the Vendor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended.
- 2.5.3 Any claims by the Vendor for adjustment under this clause must be asserted within thirty (30) days from the date of the Vendor's receipt of the Tendering Authority's change order.

- 2.5.4 Expert Committee constituted with members of eminent Public Institutions and the Members having experience in related fields shall validate all such claims. The rate applicable for such adjustment is as fixed by Expert Committee.

2.6 USE OF CONTRACT DOCUMENTS AND INFORMATION

- 2.6.1 The Vendor shall treat as confidential all data and information about the Tendering Authority, obtained in the execution of his responsibilities, in strict confidence and shall not reveal such information to any other party without the prior written approval of the Tendering Authority.
- 2.6.2 The Vendor shall not, without the Tendering Authority's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Tendering Authority in connection therewith, to any person other than a person employed by them in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 2.6.3 Any document, other than the contract itself, shall remain the property of the Tendering Authority and shall be returned (in all copies) to the Tendering Authority on completion of the Vendor's performance under the Contract if so required by the Tendering Authority.
- 2.6.4 The Vendor must act in good faith and at all times extend its fullest cooperation to the Tendering Authority, its employees and agents during the performance of the Services.
- 2.6.5 The Vendor shall act with appropriate propriety and discretion and in particular shall refrain from making any public statement concerning the Project or the Services without prior approval of Tendering Authority.
- 2.6.6 The Vendor shall refrain from disclosing or publicizing to its clientele including past and prospective clients or to the public that it has provided Services to the Imc of ITI KM. without prior approval of the Tendering Authority.
- 2.6.7 The Vendor shall not divulge to any person not authorized by the Imc of ITI KM. and shall not use for its own purposes, any information concerning the Tendering Authority, its staff or the Project which the Vendor may have access to directly or indirectly from the services performed under this Agreement or otherwise during the course of the Project; strict confidentiality shall be maintained by the Vendor and its employees/ agents in respect of the information provided by the Imc of ITI KM. to the Vendor
- 2.6.8 This confidentiality clause shall be applicable not only to existing employees of the Vendor but also to its employees involved in the project who may leave the service of the Vendor, and accordingly, it shall be the responsibility of the Vendor to ensure that any such employee also shall not divulge or use any such information for his/ her own purpose.
- 2.6.9 The Vendor shall have no authority to commit the Tendering Authority to any additional costs, fees or expenses in connection with the Project.
- 2.6.10 The vendor shall report immediately to the Tendering Authority any circumstances or events which might reasonably be expected to impair or prejudice the performance of the Services.
- 2.6.11 All data, reports, notes, drawings, specifications, statistics, plans and other documents and data compiled or made by the Vendor while performing the Services shall be the exclusive property of the Tendering Authority and the Vendor shall have no copyright or other interest therein, and upon sooner determination of the contract or Termination of the Engagement, the said documents and records shall be submitted to the Tendering Authority or disposed of as Tendering Authority may direct.
- 2.6.12 The Vendor shall at all time refrain from showing the report/work in progress or the completed report/work to any person not authorized by the Tendering Authority.
- 2.6.13 The Vendor shall make available to the Tendering Authority documents and records related to the performance of the Vendor for verifying the authenticity of the claims made

2.7 RESPONSIBILITIES

- 2.7.1 Vendor shall be responsible for the following activities during the period of agreement
- 2.7.1.1 Completion of the work as mentioned in the Scope of the work
- 2.7.2 The Tendering Authority shall be responsible for the following activities during the course of the assignment:
- 2.7.2.1 Provide information/data/clarifications issues.

2.8 FINANCIAL AND LEGAL LIABILITIES

The Vendor shall be solely responsible for any financial issues arising out of the result of this Contract. Any financial loss to Tendering Authority, due to faulty functioning as a result of this tender, shall be sole responsibility of vendor and he has to fulfill all claims arising out of this problem.

2.9 INDEMNITY

The Bidder shall indemnify Tendering Authority from and against any costs, loss, damages, expenses and claims including those from third parties or liabilities of any kind howsoever suffered arising or incurred interlay during and after the contract period out of:

- 2.9.1 Any negligence or wrongful act or omission by the Bidder or any subcontract or third party in connection with or incidental to this contract or
- 2.9.2 Any breach of any of the terms of this contract by all Vendors or any sub-contract or third party.

2.10 STANDARDS OF PERFORMANCE

The Vendor is liable to complete the work in accordance with the specification and approved International standard according to related Laws, Rules and Regulations.

2.11 DEFAULT CLAUSE / CANCELLATION ON FAILURE TO SUPPLY

If the supplier fails to commence delivery as schedule or to deliver the quantities ordered to him within the delivery period stipulated in the contract, it shall be discretion of the purchaser either. (a) to extend the delivery period or (b) to cancel the contract in whole or in part for the unsupplied quantities without any show cause notice. In the event of extension, liquidated damages, shall be applicable. If the purchaser decides to cancel the contract, the mode of repurchase shall be at the discretion of the purchaser. The supplier shall be liable to pay any loss by way of extra expenditure or other incidental expenses, which the purchaser may sustain on account of such repurchase at the risk and cost of the supplier. In addition to action above, the purchaser may propose the defaulting supplier for blacklisting from future orders.

2.12 TERMINATION FOR INSOLVENCY

The Tendering Authority may at any time terminate the Contract by giving written notice to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Vendor, provided that such termination shall not prejudice or affect any right of action or remedy, which has accrued or shall accrue thereafter to the Tendering Authority.

- 2.12.1 The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or part:
- 2.12.1.1 If the Vendor fails to deliver any or all of the Goods within the period(s) specified in the Contract,
- 2.12.1.2 If the Vendor fails to perform as per the Quality standards and as per the Scope of the Work
- 2.12.1.3 If the Vendor, in the judgment of the Tendering Authority has engaged in corrupt or fraudulent practices in competing for or in Executing the Contract. For the purpose of

this clause the definition for corrupt practice and fraudulent practice shall be as per the law

- 2.12.2 The Tendering Authority may also at its sole discretion accept full or part work and also reserves the right to delete any items from the scope of the work.
- 2.12.3 The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice sent to the Vendor, without assigning any reason may terminate the Contract in whole or part; if the tendering authority satisfies that the services of the Vendor are no more required or Vendor is not executing its services properly.
- 2.12.4 If the Vendor after submission of Bid and due acceptance of the same i.e. after placement of order fails to abide by the terms and conditions of the tender document or fails to execute the work as per the prescribed schedule given or at any time repudiates the contract, the tendering authority shall have the right to forfeiture the EMD, invoke performance security deposited by the firm and get the work done from other vendor at the risk and consequences of the first vendor. The cost difference between the alternative arrangements and vendor's bid value shall be recovered from the firm along with other incidental charges including transportation, taxes, etc.
- 2.12.5 In case of failure by the bidder to carry out the job in accordance with provisions of the contract and as per the Scope of the Work, the tendering authority shall have right to cancel the contract and award it to any other vendor and any loss sustained thereby shall be recoverable from the first vendor.

2.13 CONSEQUENCES OF TERMINATION

- 2.13.1 In circumstances mentioned above, the Tendering / Implementing Authority shall exercise the following steps:
- 2.13.1.1 Ask the Vendor to leave the job and return the entire material in an "as is where is" condition, and / or,
- 2.13.1.2 Shall forfeit the Security Deposit obtained as performance Guarantee.
- 2.13.1.3 Shall take appropriate steps in terms of remedies for breach of contract under relevant provisions of law.
- 2.13.2 Purchaser reserves the right to disqualify the Vendor for a suitable period who habitually failed to supply the services in time.
- 2.13.3 Further, the Vendor whose services do not perform satisfactorily in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the tendering authority.
- 2.13.4 Tendering Authority reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

2.14 CONDITION AS PER G.R. DATED 1/12/2016

2.14.1 Force Majeure:

"If, at any time, during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lock-outs or acts of God (hereinafter referred to as "events"), provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance; and deliveries

under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the purchasing officer as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract

PROVIDED ALSO that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the purchasing Officer which shall be final all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit accepting such material, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.

Important factors relating to placement of contracts Force Majeure Clause -The force majeure clause in the following form only (which shall not form part of the general conditions of contracts) shall be included in such contracts where the suppliers specifically insist on the provision of a force majeure clause and there is no alternative but to accept the same. This clause shall not be incorporated in the Invitation to Tender, but prior to acceptance of an offer in such a case the supplier shall be asked to accept this clause as governing conditions of force majeure.

2.14.2 Risk Purchase:

The contractor fails to deliver the stores of any installment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, the Purchaser is entitled to cancel the contract and repurchase the stores not delivered at the risk and cost of the defaulting contractor. In the event of such a risk purchase, the defaulting contractor shall be liable for any loss which the Government may sustain on that account provided the purchase, or if there is an agreement to purchase, such agreement is made, in case of default to deliver the stores by the stipulated delivery period, within six months from the date of such default and in case of repudiation of the contract before the expiry of the aforesaid delivery, within six months from the date of cancellation of the contract.

2.14.3 Fall Clause:

It is a condition of the contract that all through the currency thereof, the price at which Vendor shall supply stores shall not exceed the lowest price charged by Vendor to any customer during the currency of the rate contract and that in the event of the prices going down below the rate contract prices Vendor shall promptly furnish such information to Purchaser to enable to amend the contract rates for subsequent supplies.

2.15 RESOLUTION OF DISPUTES

2.15.1 The Tendering Authority and the Vendor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them in connection with the contract.

2.16 APPLICABLE LAW

The contract shall be interpreted in accordance with appropriate Indian laws.

2.17 TAX AND DUTIES

The Vendor shall be entirely responsible for all taxes, duties, license fees, road permits etc. No increase in the rates shall be allowed during the period of the contract. TDS, if any, shall be deducted from the payment of vendor as per provisions of law.

2.21 INDEMNIFICATION

The contractor shall indemnify the purchaser against all actions, suits, claims and demand or in respect of anything done or omitted to be done by contractor in connection with contract and against any losses or damages to the purchaser in consequence of any action or suit being brought against the contractor for anything done or omitted to be done by the contractor in the execution of the contract.

SECTION 3: SPECIAL CONDITIONS SPECIFIC TO THE CONTRACT

The special conditions of the contract shall overrule any conditions written in the tender document elsewhere.

3.1 CONFIDENTIALITY

- 3.1.1 Any information and data pertaining to the IMC of ITI Kavathemahankal(ITI) or any other agency involved in the Contract matter concerning Government of Maharashtra or with the agency that comes to the knowledge of the Vendor in connection with this contract shall be deemed to be confidential and the Vendor shall be fully responsible for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to do so. The Vendor shall ensure due secrecy of information and data not intended for Public distribution.
- 3.1.2 The affidavit on the following format to that effect shall be submitted along with Security Deposit on appropriate Non-judicial Stamp Paper duly attested by Public Notary:
 "Certified that any information and data pertaining to the IMC of ITI Kavathemahankal(ITI) or any other agency involved in the Contract or matter concerning Government of Maharashtra or with the agency that comes to the knowledge of the Vendor in connection with this contract shall be deemed to be confidential and I/ we are fully responsible for the same being kept confidential and held in trust, as also for all consequences of I/ our personnel failing to do so. Also it is certified that I/ we shall maintain due secrecy of information and data shall not be intended for Public distribution."

3.2 DELIVERY PERIOD AND PLACE OF DELIVERY

The goods shall be delivered within the period as specified in clause 4.3 (Tender Form & Specification of Tender Item) from the date of receipt of supply order to the consignee as per quantity indicated in the supply order on door delivery basis as mentioned in schedule of requirement. The vendor must submit the delivery schedule consignee wise at the time of acceptance of the contract. The delivery schedule shall also include the conceivable date for the offer of PDI if applicable.

3.3 INSTALLATION AS REQUIRED

The successful bidder shall also be responsible for supply, installation and commissioning. All equipment's supplied shall be of standard make. The bidder(s) are instructed to carefully examine this document and let Tendering Authority know at the time of pre-bid meeting if any additional item is required to complete the successful working.

3.4 INSPECTION AND TESTS

- 3.4.1 Pre-dispatch inspection shall be carried out in the premises of the Vendor/ manufactures by a team of officers nominated by the Purchaser or any third party agency nominated by the purchaser. Goods are to be offered for Inspection in the factory premises, all expenditure shall be borne by the vendor. The store ordered shall have to be offered for inspecting team for inspection in open condition and shall be repacked in the presence of inspecting team. Inspection charges, including the expenses for the experts, shall be payable by the vendor.
- 3.4.2 The purchaser's right to inspect, test and, where necessary, reject the goods after the goods arrival & after installed at project site shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the purchaser or its representative prior to the goods shipment.

- 3.4.3 The purchaser shall be the final authority to reject full or any part of the supply, which is not confirming to the specifications and other terms and conditions. No payment shall be made for rejected stores. Rejected items must be removed by the vendor within two weeks of the date of rejection at their own cost and replaced immediately. In case rejected items are not removed it shall be destroyed at the risk, responsibility and cost of the vendor.
- 3.4.4 The date on which the acceptable goods have been offered for inspection to the inspecting agency shall be deemed as date of delivery provided that the stores have been offered for inspection within the delivery period.

3.5 PAYMENT

- 3.5.1 90% payment against delivery. 10 % against acceptance certificate by purchaser's representative or after satisfactory installation, commissioning, testing, training, working trial (if applicable) at consignee's place.
- 3.5.2 The purchaser shall have every right to deduct the pending dues on account of loss, compensation, or any remedial action in monetary terms from the said payment.
- 3.5.3 The purchaser also has the right to deduct any pending dues (if any) from the supplier and the decision of the Institute Management Committee in this regard shall be final. The supplier shall not agitate on the said issue in future.
- 3.5.4 Any tax levied by the Government/Local authorities on bills, shall have to be borne by the Vendor. Where any claim for the payment of a sum of money arises, out of or under this contract against the contractor, the tendering authority shall be entitled to recover such a sum by appropriating in part or whole, from the performance security to be deposited by the contractor. In the event of the performance security being insufficient, the balance of the total sub recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this and any other persons contracting through the Institute Management Committee. shall this sum not be sufficient to recover the full amount recoverable the contractor shall pay to this office the remaining balance due. For failure to deposit the amount legal action shall be taken against the contractor.

3.6 PENALTY

In case of unsatisfactory performance, Penalty at the following rate shall be levied:

In case of non -functioning of the store, replacement of such defective store shall be done within 5 days from the date of intimation, failing which penalty of ₹50/-(Rupees Fifty only), per machine, per day, shall be levied.

In addition to above penalty, in case of non-satisfactory service or complaints received as regards to supply and commissioning, the Tendering Authority may also reserve the right to blacklist the empaneled bidder, for unsatisfactory performance.

3.7 LIQUIDATED DAMAGES

If the supplier fails to deliver any or all of the goods within the period(s) specified in the Contract, the purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivery price of the delayed goods for each week or part thereof of delay until actual delivery, up to a maximum deduction of 5% of stipulated price of the stores. Once the maximum is reached (i.e. 10 weeks from the expiry of delivery period), the Purchaser may in its sole discretion without assigning any reason/may refuse to extend the delivery period or may consider for termination of the Contract by issuing notice to vendor.

3.8 SUB CONTRACT

The vendor shall not assign or subcontract the assignment or any part thereof to any other Vendor except with the prior consent in writing of the Tendering Authority and provided that Imc of ITI KM. shall have specifically approved such other Vendor. The Imc of ITI KM. may in its sole discretion and without assigning any reason may refuse to give such consent.

3.9 WARRANTY

- I. Unless otherwise specified in **Annexure A – Specification and Special Conditions** provided with this tender document, the warranty shall remain valid for 1 year from the date of installation at consignee destination.
- II. The supplier shall submit the written warranty in Annex-11, that all goods supplied under the contract are of the most recent or current models and that they incorporate all recent improvements in design and materials provided in the contract.
- III. The purchaser shall have the right to make claims under the above warranty after the goods have been delivered to the final destination indicated in the contract. Upon receipt of a written notice from the Purchaser, the supplier shall, within the period of 15 days replace the defective Goods without cost to the Purchaser. The supplier shall be entitled to remove, at his own risk and cost, the defective goods once the replacement goods have been delivered.
- IV. If, after being noticed that the defect has been confirmed pursuant to above clause, the Supplier fails to replace the defective goods within the period of 15 days the Purchaser may proceed to take such remedial action as may be necessary, including removal and disposal, at Supplier's risk and expense and without prejudice to any other rights that the Purchaser may have against the supply under the contract. The Purchaser shall also be entitled to claim for storage, in respect of the defective goods for the period following notification and deduct the sum from payments due to the Supplier under this Contract.
- V. The supplier must ensure 99% uptime during warranty period. In case of additional down time, warranty period shall be extended for period 2 times of down time. The defective equipment must be attended within 48 working hours for all places. If the equipment is not attended within stipulated period he shall be liable for penalty of 0.05% of contract value for every day of the delay.

3.10 LEGAL JURISDICTION

All legal disputes are subject to the jurisdiction of Kavathemahankal courts only. All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Mumbai only and not elsewhere.

SECTION 4: SCOPE OF WORK**4.1 SCOPE OF WORK**

The Scope of work involves supply, installation and commissioning of
COMPUTER SYSTEM
at Government Industrial Training Institute Kavathemahankal, Dist. Sangli.

4.2 SPECIFICATION OF REQUIREMENTS

As per **Annexure A – Specification and Special Conditions**

4.3 TENDER FORM & SPECIFICATION OF THE TENDER ITEM

TENDER NO.	: TE – 06/ 2020 – 21
TENDER SHALL REMAIN VALID TILL	: 90 Days from the Date on Opening of Tender
DELIVERY PERIOD	: 4 weeks

4.4 CONSIGNEE:

Name and Location : Government Industrial Training Institute Kavathemahankal, Dist. Sangli.

SECTION 5: ANNEXURES OF FORMATS**ANNEXURE 1 – PROFORMA OF COVERING LETTER**

(To be printed on Official Letter Head of Bidder)

To,
The Secretary,
Institute Management Committee of
Govt. Industrial Training Institute
Kavathemahankal
Dist.: Sangli – 416405

Subject: Submission of bid for the supply of <Name of Store> vide Tender No. <Tender No.>

Dear Sir,

Having examined the tender document, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the goods under the above named Contract in full conformity with the said tender document and our financial offer in the Price schedule submitted in Envelope No. 2 which is made part of this tender.

2. We undertake, if our tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the tender document.
3. If our tender is accepted, we undertake to submit the security deposit in the form, in the amounts, and within the times specified in the tender document.
4. We agree to abide by this tender, for the Tender Validity Period specified in the tender document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
5. Until the formal final Contract is prepared and executed between us, all the terms and conditions of the tender document(s) shall constitute a binding contract between us without considering a deviation as might be indicated in our tender. We further understand that you are not bound to accept the lowest or any tender you may receive.
6. We undertake to accept the penalty clause, risk purchase clause and fall clause.

Date: DD/MM/20YY

<Signature and Seal of Bidder>

<Name of Bidder>

In the capacity of: _____

Duly authorized to sign this bid for and on behalf of: _____

ANNEXURE 2 – PROFORMA OF MANUFACTURERS' AUTHORIZATION CERTIFICATE

(To be printed on Official Letter Head of Original Equipment Manufacturer)

Date: ___/___/20___

To,
The Secretary,
Institute Management Committee of
Govt. Industrial Training Institute
Kavathemahankal
Dist.: Sangli – 416405

Subject: Manufacturers' Authorization Certificate as part of submission of bid for the supply of <Name of Store> vide Tender No. <Tender No.>

Dear Sir,

We who are established and reputable manufacturers of <Name, Make and/ or Model and description of goods offered> having factories at <Address of Factory> do hereby authorize M/s <Name and address of Bidder> to submit a bid and sign the contract with you for the goods manufactured by us against the above.

2. We have read the technical specification of this tender and conform all the specifications contained therein.
3. We also undertake that the stores tendered shall not be obsolete for next five years.
4. We here by extend our full guarantee and warranty as per Clause 3.10 of the tender document and for the goods and services offered for supply by the above firm against this tender enquiry.

Yours faithfully

<Sign>

<Name>

<Seal & Signature of Authorized Signatory>

Note: This letter of authority shall be on the **printed original letterhead** of the manufacturer and shall be signed by a designated person competent and having the power of attorney to bind the manufacturer and is mandatory to be included by the bidder in its bid.

Date: DD/MM/20YY

<Signature and Seal of Bidder>

ANNEXURE 3 – PROFORMA FOR ANNUAL TURNOVER CERTIFICATE FOR LAST THREE YEARS

The Annual Turnover of M/s <Name and address of Bidder> for the past three preceding financial years are given below and certified that the statement is true and correct.

Sr. No.	Year	Turnover in Indian Rupees
1		
2		
3		
	Average	

Date: DD/MM/20YY

<Signature and Seal of Chartered Accountant>

<Signature and Seal of Bidder>

ANNEXURE 4 - DETAILS OF BIDDER

Supply, Installation and commissioning of:	<Name of Store>
Tender No.:	<Tender No.>

1. General Profile of the Company/Firm:

1.1	Name and Address of the Company / Firm With Telephone Nos., Fax, E-mail and Website	
1.2	Date of Incorporation	
1.3	Offices situated at different locations in Maharashtra and or India	
1.4	Name of Equipment Machinery Manufactured & Supplied during last three years	
1.5	GST Registration No	
1.6	PAN No.	
1.7	Premises / space available in square feet	

2. Manufacturing & Supplying experience:

- 2.1. Number of years experience in the field:
- 2.2. Name, Address, Telephone Nos. and email of contact persons of the clients where the quoted item is currently operational with details of installation and years of live operation of the projects completed.

Name	Address	Telephone/Mobile Nos.	Email of Contact Person

Note: For retail items like Hand Tools, Power Tools, Cutting Tools, Electrical/ Electronic Measuring and Testing Equipments, other consumable and semi consumable items write Not Applicable.

3. Product Information

- 3.1. Whether the Company holds intellectual property rights over the Manufacturing and Process - Yes / No / Not Applicable
- 3.2. Whether the company is OEM – Yes / No

4. List of Clients (For a period of last three preceding years):

S.N.	Name and Address of the client with Tel. No.	Contact Person and Contact Number	Nature of Job	Total Value of the Contract (In Rupees)

Note: Separate pages may be taken to elaborate the projects undertaken. Write NA – Not Applicable in case of retail items like Hand Tools, Power Tools, Cutting Tools, Electrical/ Electronic Measuring and Testing Equipments, other consumable and semi consumable items.

5. Experience with State Govt. Organization – Yes/ No.

If yes please mentioned the Name of the Organizations along with period.

6. Whether service shall be provided on holidays & beyond Office Hours also in case of utmost urgency – Yes / No.

7. Quality Certificate, if any:

S.N.	Name of the Certificate	Certified by	Year of Getting Certification	Whether Certificate is valid as on date

8. Awards for products/Services, if any:

S.N.	Name of the Certificate	Certified by	Year of getting Certification	Field of Award

9. Bank Details

Name of Payee	Name of the Bank	Address of the Branch	IFSC Code No.	MICR Code	A/c Nos.	Type of Account

10. Any other information which the Bidder feels necessary to bring the notice of ITI.

11. Name, address and Telephone Number [Office, Fax, Mobile] of the Contact Person to whom all References shall be made regarding this tender:

Name of the authorized contact person	Designation	Office Landline with STD Code	Fax	Mobile	E-mail ID

Note:

1. In-adequate information could lead to disqualification of the bid.
2. All items shall be supported by proper documents.

Date: DD/MM/20YY

<Signature and Seal of Bidder>

ANNEXURE 6 – PAST PERFORMANCE FROM SUPPLIER

(For a period of last 3 years)

S.N.	Name of the Product	Name and full address of the purchaser	Purchase Order No. & Date	Quantity	Date of completion as per order	Date of actual delivery in respect of order	Remarks indicating reasons for the delivery if any

This proforma must be supported with work orders and the declaration of the bidder that they have successfully completed the execution of purchase order in all respect during last three years.

* Specific remarks only to be given in words specified.

Date: DD/MM/20YY

<Signature & Seal of End User>

<Name with detailed address of the End User>

<Signature and Seal of Bidder>

ANNEXURE 7 – PRICE SCHEDULE

Note: Commercial Offer has to be entered online only. An Online Form, similar to the Commercial format given below, shall be available to the bidder(s) in Commercial Envelope (C1) during Online Bid Preparation stage where bidder(s) would quote their offer

Supply, Installation and commissioning of:	<Name of Store>
Tender No.:	<Tender No.>
Name and Address of the Bidder:	<Name and address of Bidder>

(All Amount in Rs.)

1	2	3	4	5	6	7	8
S.N.	Name of the Item	Quantity and physical unit	Basic Unit price Ex-Factory/ Ex-warehouse/ Ex-Showroom/ Off-the-shelf	Total EX-Factory/ Ex-warehouse/ Ex-Showroom/ Off-the-shelf price (Col. 3X4)	Price for Packing and forwarding (Including loading and unloading), Inland Transportation, Insurance, Installation, Trial, Commissioning and other Incidental Services required to convey the Goods to their final destination	GST and all other taxes payable per item if Contract is awarded	Total Price (Col. 5+6+7)
	TOTAL						

Total Bid Price in Figures: Rs. _____

Total Bid Price in Words: Rs. _____

Date: DD/MM/20YY

<Signature and Seal of Bidder>

Note.

1. Rate shall be quoted only for the make & model mentioned in Technical Bid.
2. The tender shall be evaluated based on the Total Bid Price i.e. total of Column 8 in the Price Schedule and not on per unit value of individual item.
3. Extra items, if any required for successful installation, trial and working of the goods should be supplied and installed at no extra charges other than the above quoted Total Bid Price.
4. Tendering authority shall be at liberty to purchase any or all extra items from a different vendor during the contract period.
5. The commercial offer must be filled Online using individual's digital certificate. (Online form shall be provided to bidder(s) for Price Schedule during online bid submission stage).
6. Offer shall be inclusive of all taxes, F.O.R. Destination (Price for Packing and forwarding (Including loading and unloading), Inland Transportation, Insurance, Installation, Trial, Commissioning and other Incidental Services required to convey the Goods to their final destination, GST and all other taxes payable per item if Contract is awarded)

ANNEXURE 8 – TECHNICAL SPECIFICATIONS COMPLIANCE & NO DEVIATION STATEMENT

Technical Specifications Compliance & No Deviation statement of specification of the equipment offered giving details of specifications:

Supply, Installation and commissioning of:	<Name of Store>
Tender No.:	<Tender No.>
Name and Address of the Bidder:	<Name and address of Bidder>

S.N.	Specification of item stated in Tender Enquiry step by step	Specification of item offered by Bidder step by step (Mention Make and/ or Model Number)	Whether there are deviation from the tender specification Yes/ No	If yes, indicate clearly which the deviations are.

This is to certify that there is no deviation between tender specifications and specifications offered by us.

Date: DD/MM/20YY

<Signature and Seal of Bidder>

Note:

At the time of evaluation of bid, if it is found that the bidder has not given the compliance step-by-step as per technical specification of tender then such bid shall lead to disqualification and shall not be considered for further processing.

ANNEXURE 9 – BANK GUARANTEE FOR SECURITY DEPOSIT

Date: ___/___/20___

To,
The Secretary,
Institute Management Committee of
Govt. Industrial Training Institute
Kavathemahankal
Dist.: Sangli – 416405

WHEREAS <Name and address of Supplier> hereinafter called “the Supplier” has undertaken, in pursuance of Contract No <Contract No.> Dated DD/MM/20YY, to <Name of Store> 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 recognized 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 <Date> day of <Month>, <Year>

Date: DD/MM/20YY

<Signature and Seal of Guarantors>
<Name and Address of Guarantors>

<Signature and Seal of Supplier>
<Name and address of Supplier>

ANNEXURE 10 – CONTRACT AGREEMENT

An Agreement made this <Date> day of <Month>, <Year> Between <Name and address of Supplier> (hereinafter called “The Contractor”) of the one part and the Institute management committee of ITI Kavathemahankal, Dist. Sangli (hereinafter called “The ITI”) of the other part.

Whereas the contractor has tendered to the Government for supply, installation and commissioning of <Name of Store> to the ITI [hereinafter called of the articles specified in the schedule “A” (attached) as per delivery instructions given in the acceptance of tender at the respective prices or rates mentioned opposite to the said articles in the column provided for the purpose and whereas such tender has been accepted and the contractor has deposited with the tendering authority a sum of Rs _____ (Rupees _____ Only) as security for due fulfillment of this agreement in the form of Bank Guarantee.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

1. The contractor has accepted the contract on the terms and conditions set out in the Tender Notice No. <Tender No.> Dated <Date> as well in the acceptance of Tender No. <Tender No.> Dated <Date>, which shall hold good during period of this agreement.
2. Upon breach by the contractor of any of the conditions of the agreement, the tendering authority may by a notice in writing rescind, determine and put an end to this agreement without prejudice to the right of the Government to claim damages for antecedent breaches thereof on the part of the contractor and also to reasonable compensation for the loss occasioned by the failure of the contractor to fulfill the agreement as certified in writing by the tendering authority which certificate shall be conclusive evidence of the amount of such compensation payable by the contractor to the Government.
3. Upon the determination of this agreement whether by efflux ion of time or otherwise the said deposit shall after the expiration of _____ months from the date of such determination be returned to the contractor but without interest and after deducting there from any sum due by the contractor to the Government under the terms and conditions of this agreement.
4. This agreement shall remain in force until the expiry of the 36 months from the date of entering into the contract but tendering authority may cancel the contract at any time upon giving one month’s notice in writing without compensating the contractor.
5. In witness whereof the said _____ hath set his hand hereto and the tendering authority has on behalf of the Government of Maharashtra affixed his hand and seal hereto the day and year first above written
6. The tendering authority may give notice in connection with the contract.
7. In consideration of the payments to be made by the tendering authority to the supplier as hereinafter mentioned the supplier hereby covenants with the tendering authority to provide the services, maintenance of (Name of store) and to remedy defects therein conformity in all respects with the provisions of the Contract.
8. The tendering authority hereby covenants to pay the supplier in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.
9. If subject to circumstances beyond control (Force Majeure) the contractor fails to deliver the stores in accordance with the conditions mentioned in the A/T, the tendering authority shall, at his option be entitled either:
 - 9.1. to recover from the contractor as agreed liquidated damages or by way of penalty a sum not

- exceeding ½ per cent of the price of the stores which the contractor has failed to deliver as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears, or
- 9.2. to purchase elsewhere, after giving due notice to the contractor on the account and at the risk of the contractor the stores not delivered or others of a similar description (where other exactly complying with the particulars are not, in the opinion of the tendering authority which shall be final, readily procurable) without cancelling contract in respect of consignment not yet due for delivery, or
 - 9.3. to cancel the contract.
10. In the event of action being taken under 9.1, 9.2 or 9.3 the contractor shall be liable for any loss which the Tendering Authority, may sustain on that account.

The recovery on account of agreed liquidated damages or by way of penalty under 9.1 above shall be made by deducting the amount in the bills and the recovery of any loss, which the Tendering Authority may sustain under 9.2 and 9.3 shall be made good by a credit note within the stipulated period for the purpose.

Place: Mumbai Date:

DD/MM/20YY

<Signature and Seal of Supplier>

<Name and address of Supplier>

On behalf of the Institute Management Committee
The Secretary,
Institute Management Committee of
Govt. Industrial Training Institute
Kavathemahankal
Dist.:Sangli – 416405

Witness:

- 1.
- 2.

ANNEXURE 11 – WARRANTY FORM

The Warrantee on the following format shall be submitted along with Security Deposit which shall be on appropriate Non Judicial Stamp Paper duly attested by Public Notary:

M/s <Name of Supplier> having its registered office at <Address of Supplier> herein after referred to as the Vendor having carefully studied all the documents, specifications, drawings, etc. pertaining to the Contract for works required for the completion of work of Providing desired services as per the Scope of the Work for the Office of the IMC of ITI KM. and the local and site conditions and having undertaken to execute the said works.

DO HEREBY WARRANT THAT:

1. The Vendor is familiar with all the requirements of the Contract.
2. The Vendor has investigated the site and satisfied himself regarding the character of the work and local conditions that may affect the work or its performance.
3. The Vendor is satisfied that the work can be performed and completed as required in the contract.
4. The Vendor has seen all risks directly or indirectly connected with the performance of the Contract.
5. The Vendor has had no collusion with other Contractors, or with any other person to execute the said works according to the terms and conditions of the said Contract.
6. The Vendor has not been influenced by any statement or promise of the IMC of ITI Kavathemahankalor Officers of the IMC of ITI Kavathemahankalbut only by the Contract documents.
7. The Vendor is financially solvent.
8. The Vendor is experienced and competent to perform the Contract to the satisfaction of the Tendering Authority.
9. The statement submitted by the Vendor is true.
10. The Vendor is familiar with all general and special Laws, Acts, Ordinances, Rules and Regulations of the Municipalities, District, State and Central Government that may affect the work, its performance or personnel employed therein.

Place: _____

Date: DD/MM/20YY

<Signature and Seal of Supplier>

<Name and address of Supplier>

ANNEXURE 12 – FORMAT OF DECLARATION**SELF-DECLARATION ON RS. 100 NON JUDICIAL STAMP PAPER – NOTARIZED AFFIDAVIT**

Date: DD/MM/20YY

To,
The Secretary,
Institute Management Committee of
Govt. Industrial Training Institute
Kavathemahankal
Dist.: Sangli – 416405

1. In response to the Tender: Supply, Installation and commissioning of <Name of Store> Tender No.: <Tender No.> Dated DD/MM/20YY as owner/partner / Director of <Name and Address of Bidder> I/ We hereby declare that our Agency <Name of Bidder> is having unblemished past record and was not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time.
2. We hereby confirm that we have not been found guilty of malpractice, misconduct, or blacklisted/ debarred either by Government of Maharashtra or by other State Government/ Central Government's organizations in the past and also there is no such proceedings against us.
3. We also undertake that we have not failed to meet its commitment against valid purchase orders issued by this Imc of ITI KM. in any of the last three years (If there was a delay then such delay shall have been duly condoned by this Imc of ITI KM. accepting the reasons furnished by the bidder for such delay).
4. We further undertake that our partner M/s <Name and Address of Partner of Bidder> are also not blacklisted in any Department of Government of Maharashtra
5. I/ We hereby declare that there are no pending cases against M/s <Name and Address of Bidder> with Government of Maharashtra or any other court of law
6. I/ We hereby declare that Bidder's company or Director/ Owner of the company have not been declared insolvent by any Court or by Competent Authorities or is involved in any fraudulent mean (Economical & Criminal) as on date.

<Signature and Seal of Bidder>

<Name and address of Bidder>

ANNEXURE 13 – FORMAT FOR POWER OF ATTORNEY

Know all men by these presents, We <Name and Address of the Registered Office> do hereby constitute, appoint and authorize Mr/ Ms <Name and Residential address> as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Tender, including signing and submission of the Bid and all documents specified in the Bid Document, including, undertakings, letters, certificates, acceptances, clarifications, guarantees, etc, making representations to the ITI and providing information/ responses to the ITI, representing us in all matters before the ITI and generally dealing with the ITI in all matters in connection with our Bid for the quoted items.

WE HEREBY AGREE TO RATIFY ALL ACTS, DEEDS AND THINGS LAWFULLY DONE BY OUR SAID ATTORNEY PURSUANT TO THIS POWER OF ATTORNEY AND THAT ALL ACTS, DEEDS AND THINGS DONE BY OUR AFORESAID ATTORNEY SHALL AND SHALL ALWAYS BE DEEMED TO HAVE BEEN DONE BY US.

ALL THE TERMS USED HEREIN BUT NOT DEFINED SHALL HAVE THE MEANING ASCRIBED TO SUCH TERMS UNDER THE TENDER DOCUMENT.

Signed By the within Named
<Name of the Executant(s)>

Through The Hand Of
<Name and Sign of the Authorized Signatory>

Dated this <Date> Day of <Month> <Year>

BEFORE ME,

NOTARY

ACCEPTED

_____ (SIGNATURE)

(NAME, TITLE AND ADDRESS OF THE ATTORNEY)

Note:

The mode of execution of the Power of Attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same shall be under common seal affixed in accordance with the required procedure.

FINAL LIST OF DOCUMENTS TO BE UPLOADED ONLINE

Following documents, which ever are applicable as per Tender Document, shall be submitted by the Bidder in the same order/ sequence as mentioned below.

Envelope No. 1 – Technical Bid:

S.N.	List of Documents
1	Annexure 1 – Covering Letter
2	Annexure 2 – Manufacturers’ Authorization Certificate
3	Annexure 3 – Annual Turnover Certificate for Last Three Years for Original Equipment Manufacturer
4	Annexure 3 – Annual Turnover Certificate for Last Three Years for Bidder
5	Annexure 4 – Details of Bidder
6	Annexure 5 – Details of Manufacturing Facilities
7	Annexure 6 – Performa of Past Performance
8	Annexure 8 – Technical Specifications Compliance & No Deviation Statement
9	Annexure 12 – Declaration
10	Annexure 13 – Power of Attorney
11	Goods and Service Tax Registration Certificate
12	Copies of certificate of incorporation of the firm (e.g. Registration as Partnership Firm, Proprietary Concern, Company etc.)
13	Manufacturing License - for Large Scale Industry issued by respective statutory authority
14	EM Part-II issued by concern DIC – for Small and Medium Scale Industry
15	Copy of the PAN - Self Attested Certificate
16	Central Excise Registration Certificate or Additional Proof of manufacture (If available)
17	Technical Literature of the Equipment & Machinery (If available)
18	ISO/ BIS/ ISI/ CE Mark Certificate or Similar (If available)
19	Additional information related to tender

Envelope No. 2 – Commercial Bid:

S.N.	List of Documents
1	Annexure 7 – Price Schedule

ANNEXURE A – SPECIFICATION AND SPECIAL CONDITIONS
Desktop Computers
A. BASIC ITEM SPECIFICATION:

Desktop Computer with core i5 10400 processor 10th Generation.
 8GB RAM,1 TB HDD,Wi-Fi and Bluetooth.
 19.5"LED (VGA) Monitor,
 Wired Keyboard and Mouse,
 Win 10 Home with MS Office Licenced copy and Antivirus.
 Make:-Dell

B. SPECIAL TERMS:

1. Each Item should be offered with minimum 1year or higher warranty.
2. The product offered must match the specifications mentioned in the specification sheet. All other parameters must generally conform to the stated standards (IS or equivalent international standards).
3. **After Sales Service:** Manufacturer / OEM / Bidder should have their after sales service set-up in the state of Maharashtra operational since last 5 years. Manufacturer / OEM should also give a confirmation that after sales & service support and availability of spares will be available for at least 5 years after the initial warranty period is over (On Chargeable Basis).
4. Operating manual must be supplied with each product
5. ITI may ask for a sample of specific product offered by the bidder; which shall be submitted within 7 days on such request; and carry out inspection and tests by its experts or from any Government approved labs. All costs related to inspection and tests in Government approved labs shall be borne by the bidder. If any destructive test is carried out, the sample shall not be returned to the bidder.

C. DELIVERY PERIOD & WARRANTY:

S.N.	Particulars	Specification	Remark
1	Delivery Period in Days from date of issue of Purchase order	4 Weeks	The Successful bidder will be required to deliver the goods within the scheduled date of Delivery
2	Warranty	The offered items by the bidders shall be warranted for minimum one year or higher from the date of acceptance of the goods after installation at site.	The Successful bidder will be required to submit the warranty certificate at the time of delivery of the accepted goods

ANNEXURE B – NAME AND LOCATION OF CONSIGNEE WITH QUANTITY

S.N.	Name of Institute	Specifications	Quantity
1	ITI Kavatemahakal, Dist.-Sangli	Desktop Computer with core i5 10400 processor 10 th Generation. 8GB RAM,1 TB HDD,Wi-Fi and Bluetooth. 19.5" LED (VGA) Monitor, Wired Keyboard and Mouse, Win 10 Home with MS Office Licenced copy and Antivirus.	25
	TOTAL		25