

**TENDER DOCUMENT**  
**FOR**  
**PROCUREMENT, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF**  
**Small ,Tools, & Equipments**

**Bid Ref No: 224/25-12-2014**  
**(To be used for furnishing bids by the eligible firms)**

**Address for Communication:**

**Principal I.T.I Sahibganj,**  
**Pin No :-816109/ Phone : 06436 -222342**  
**e-mail ID:- principalitisahebganj@gmail.com**

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**SECTION -I**  
**INVITATION FOR BIDS (IFB)**  
**SHORT TENDER NOTICE**  
Office of ThePrincipal I.T.I,Sahibganj, Jharkhand

Department of Labour, Employment and Training Government of Jharkhand invites sealed Bids for supply, delivery, installation and commissioning of Small Tool &Equipments in ITI,Sahibganjof Jharkhand.

Tender Document may be downloaded from [www.jharkhand.gov.in](http://www.jharkhand.gov.in).or----- The Bids should be accompanied by the tender fee and bid security as specified in this Bid Document.

The summary of various activities with regard to this invitation of bids are listed in the table

below:

Bid Reference No.	224/25-12-2014
Price of Tender Document	Rs. 1,000/-
Bid Security Cost	Rs. 20,000/-
Date of commencement of sale of Tender Documents	06-01-2015 from 11:00 am
Last date & Time for submission of Bids	27-01-2015 till 11:00 am
Date & Time of opening of bids (Technical) opening Place	28-01-2015 at 11:00 am Office of the Dy Director Training Dumka
Address for submission of bids	Office of The Principal, I.T.I, Sahibganj. Jharkhand, 816109
Contact Person	Shri Raghunath Prasad Singh, Principal, ITI Sahibganj.
Mobile No.	09798148527,
Phone	06436 -222342
e-mail Id	principalitisahebganj@gmail.com

Principal ITI Sahibganj reserves the right to reject any or all the tender(s) received without assigning any reason thereof.

Sd\ -  
Principal,  
  
Industrial, Training  
Institute Sahibganj.  
Jharkhand

## **SECTION – II** **DEFINITIONS**

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

- a. “Bidder” means any agency that is participating in the tender process.**
- b. “Supplier” means any agency that is a successful Bidder and to whom the contract will be awarded.**
- c. “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations of different F.O.R.**
- d. “The Services” means those services that have to be provided by the Supplier as per the scope of Work in accordance with the terms & conditions of the tender document.**
- e. “TCC” means the Terms and Conditions of Contract contained in this tender document.**
- f. The “DoET” means Directorate of Employment and Training, Govt. of Jharkhand – the Tendering Authority and Project Implementing Agency.**
- g. “User Department” means ITI Sahibganj.**
- h. “The Project Site” means the location of the office where the Institute is set up.**
- i. “P.C. means Purchase committee.**

**SECTION – III**  
**INSTRUCTIONS TO BIDDERS**

**1. Introduction**

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

**2. Tender Fee**

The interested eligible bidder has to submit the tender fee of Rs.1,000/- in the form of a Demand Draft drawn from a Scheduled/Nationalized Bank in favour of the Principal I.I.I Sahibganj..payable at Sahibganj.. The tender fee will be non-refundable.

**3. Bid Security Cost**

Bidders shall submit, along with their Bid, the Bid security of Rs. 20,000 /-(Rupees Twenty Thousand only) in the form of a Demand Draft drawn from a Scheduled/Nationalized Bank in favour of Principal I.I.I Sahibganj, payable at Sahibganj.

- i. The Bid Security Cost shall remain valid for a period of three months.
- ii. Any Bid not secured in accordance with above Clause shall be summarily rejected by the Purchasecommittee as non-responsive.
- iii. No interest shall be paid on Bid Security.
- iv. The Bid security would be returned to all unsuccessful bidders at the expense of the Bidders within one month after the award of contract consistent with the rules and regulations in this behalf. The Bid Security of successful bidder shall be returned accordingly only after the Submission of their acceptance against the issued award of contract within the stipulated time period.
- v. The Bid Security may be forfeited:
  - (a) If a Bidder withdraws his Bid during the period of Bid validity

**Or**

- (b) In case of a successful Bidder, if the Bidder fails to submit his/her acceptance of award of contract within the stipulated time period.

#### **4. Cost of Bidding**

The Bidder shall bear all the costs associated with the preparation and submission of its bid, and P.C in no case, will be responsible or liable for these costs, regardless of conduct or outcome of the bidding process.

#### **5. Preparation Of Bids**

##### **a. Language of Bid**

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and P.C shall be in English or Hindi only.

##### **b. Bid Currency**

Prices shall be quoted in Indian Rupees only.

#### **6. Period of Validity of Proposals**

- a. The offer submitted by the bidder shall be valid for a period of 180 days from the last date of submission of the tender. A proposal valid for a shorter period may be rejected as non-responsive.
- b. In exceptional circumstances, P.C may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing (or by fax or email). A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

#### **7. Prices**

The bidder shall quote a fixed rate for all or any of the items separately. No adjustment of the contract price shall be made on account of any variations in costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract. The Contract price shall be the only payment, payable by Principal ITI Sahibganj.to the successful bidder for completion of the contractual obligations by the successful bidder under the Contract, subject to the terms of payment specified in the contract. The price would be inclusive of all taxes, duties, charges and levies as applicable.

The prices, once offered, shall remain fixed and shall not be subject to escalation for any reason whatsoever within the period of project. A proposal submitted with an adjustable price quotation or conditional proposal shall be rejected as non-responsive.

#### **8. Amendment in Bidding Document**

At any time prior to the deadline for submission of proposals,P.C, for any reason, may modifythe Tender by notification of amendment and such amendment shall be binding on all bidders.

#### **9. Modification and Withdrawal of Proposals**

No proposal may be modified or withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the bidder on the proposal form.

## 10. Conflict of Interest

Bidder shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the bidder due to prior, current, or proposed contracts, engagements, or affiliations with P.C. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the Tender.

## 11. Acknowledgement of Understanding Terms & Conditions

By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all sections of this Tender, including all forms, schedules and annexure hereto, and has fully informed itself as to all existing conditions and limitations.

## 12. Deadline for Submission of Bids

- i. The bids must reach to the Office of The Principal I.T. **Sahibganj, Jharkhand**, 828130, complete in all respects, not later than the last time and date specified in the Invitation for Bids (Section-I).
- ii. In the event of the specified date for the receipt of Bids being declared a holiday for DoET, the Bids will be received up-to the indicated time on the next working day.
- iii. No bid will be accepted beyond the above mentioned date & time.
- iv. The P.C may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of The Tendering Authority and Bidders subject to the deadline will thereafter be subject to the deadline as extended.

## 13. Late bids

Any bid received by Office of The Principal I.T. **Sahibganj, Jharkhand**, pin code **816109** after the last date for receipt of bids prescribed by DoET, pursuant to above Clause, will be declared late and will not be accepted and /or returned unopened to the bidder.

## 14. Bid Opening

- a. The Tendering Authority will open all bids as per schedule mentioned in Section-I.
- b. In the event of the specified date of bid opening being declared a holiday, the bids shall be opened at the appointed time and location on the next working day.
- c. P.C reserves the right at all times to postpone or cancel a scheduled Tender opening.
- d. If the document supplied by the Bidder are found to be fraudulent or misrepresenting the facts then, it will render the Bidder ineligible for participating in the tender process.
- e. The Bidder's name, bid modifications or withdrawals, bid prices and presence or the absence of requisite bid security and such other details as, the Tendering Authority at his discretion, may consider appropriate, will be announced at the time of opening. No bid shall be rejected at the openings except for the late bids, which shall be returned unopened to the Bidders.

- f. Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.
- g. Bids will be opened in the presence of Tender Committee Members whoever are present as well as Bidders or their representatives who choose to attend on the specified date and time.
- h. The Tendering authority reserves the right to disallow the opening of bid of any of the bidders without assigning any reason.

## **15. Bid Evaluation Process**

All evaluation will be carried out by P.C as detailed below:-

- i. List of firms will be prepared based on the compliance to all the terms and conditions of the tender. The tenders, who do not conform to the tender conditions and tenders from firms without adequate capabilities as per tender requirements shall be straight away rejected, without specifying any reason.
- ii. The bidder will be technically disqualified, if make & model of any one of the item along with the specification is not as per the details mentioned in the bid.
- iii. Any proposal not complying with the requirements of the eligibility criteria will not be processed further.
- iv. All eligible tenders will be considered for further evaluation. The decision of the P.C will be final in this regard.
- v. During Technical Evaluation, the technical competency of the prospective Bidders will also be evaluated and the committee will prepare the panel of Bidders, technically qualified to carry out the assignment. The assessment by the Committee for the Technical Competency of the bidder will be final and binding to all Bidders.
- vi. During Commercial Evaluation, committee will compare and evaluate the Commercial Bids of only the technically qualified Bidders.
- vii. The final selection of the bidder shall be made on the basis of the reports of the bid evaluation committee. However, P.C does not bind itself in any way to select the bidder(s) offering the lowest price.
- viii. **The bids will be evaluated as follows –**
  - a. Fee Bid Evaluation –**
    - i. Submission of original D.D. towards tender fee and Bid Security Cost as mentioned in the tender.
    - ii. The Bid will be rejected and bidder will be declared as dis-qualified in case of failure of any one of the above condition.

### **b. Technical Evaluation –**

Technical bid of only those bidders will be opened who has qualified in Fee Bid. The Technical bid evaluation criteria is as follows -



- i. Each document comprising Technical Bid as mentioned in the tender must be submitted with signature at all pages.
- ii. The submitted documents must proof bidder's eligibility as per pre-qualification requirement.
- iii. The submitted documents must proof bidder's eligibility as per technical requirement.
- iv. The Bidder will be dis-qualified in technical bid in case of
  - Firstly.** On absence of any one of the required document
  - Secondly.** Mis-match of make & model specified by the bidder in Annexure-VIII with items specification as mentioned in Annexure-I.
  - Thirdly.** On not-fulfilling the technical eligibility conditions.
- v. Commercial bid of technical dis-qualified bidder will not be opened.

**C. Commercial Bid Evaluation -**

Commercial bid of only those bidders will be opened who has qualified in Technical Bid. The Commercial bid evaluation criteria is as follows -

- i. Commercial bid in the same format as mentioned in the tender must be submitted with signature at all pages.
- ii. Arithmetic Error: -if any, in the price breakup will be rectified on the following basis:
  - a. If there is discrepancy between cost as quoted in words and figures, the quoted rate in words shall prevail.
  - b. If there is discrepancy between unit price and the total price of each item, which is obtained by multiplying the unit price with quantity, the unit price cost shall prevail and be asked for correction to the bidder.
  - c. If the bidder does not accept the correction of errors, its bid will be rejected.
- iii. Ranking of the Bidders will be done according to the price quoted for each item. Bidder who has quoted the lowest rate for a particular item will be ranked first and so on.
- iv. The Tendering Authority will firstly offer the award of work to the bidder who has ranked first for a particular item.
- v. The work order may be given to one or multiple bidder based on lowest price for each item.

**16. Negotiations with the Successful Bidder**

P.C reserves the right to negotiate with the Successful Bidder. While negotiating, the following aspects may be considered:

- 1 Further reduction in the quoted price.
- 2 Advancing the delivery schedule
- 3 Additional services

## 17. Award of Contract

After successful completion of the negotiations, if resorted to Office of The Principal I.T.I **Sahibganj** will issue award of contract to the successful bidders. The successful bidder has to submit his/her acceptance within 10 days of receipt of award of contract along with performance security. If the same is not executed within the stipulated time-period, the bid security of the Bidder shall be liable for forfeited and tender shall be held as non-responsive. The P.C may then negotiate with the second lowest bidder.

The expenses incidental to the execution of the contract should be borne by the successful Bidder.

## 18. Performance Security

The successful bidder / bidders will have to deposit security money equivalent to 5% of the value of order placed for supply within 10 days of receipt of award of contract. The Security deposit can be furnished in the form of a Bank Guarantee with validity (i.e. period of guarantee) or minimum for **one year**. The security deposit of one tender should not be adjusted for other tender come up subsequently.

The Security Deposit can be forfeited by order of the Department in the event of any breach of negligence or non-observance of any condition of agreement or for unsatisfactory performance or for non-acceptance of the work order.

The Performance Security Deposit will not be adjusted against any payment due to the firm from the Department. Failure to pay the performance security deposit will entail forfeiture of the EMD to Government and the contract shall be awarded to any other bidder.

## 19. Tender Rejection Criteria

The tenders are liable to be rejected for any of the reasons given below:

- i. Tenders not submitted in the form specified as per the format given in Section-VI of this Tender document.
- ii. Tenders without Tender Document cost and/or Bid Security Cost and/or self-declaration for validity of Bid Security cost.
- iii. Tenders with incomplete information, subjective and conditional offers as well as partial offers.
- iv. Tenders submitted without the enclosures to prove bidders eligibility as per Section - IV.
- v. Tenders with variance/contradiction among Pre-Qualification Bid, Technical Bid and Commercial Bid.
- vi. Tenders without the signed copy of the Tender Documents in the respective envelopes/ folders.
- vii. Tenders with incomplete details.

In addition to the above rejection criteria, if there is non-compliance of any of the clauses of this Tender Document, the Tenders are liable for rejection.

## 20. Right to Terminate the Process

- a. The right of final acceptance of the tender is entirely vested with the P.C, which reserves the right to accept or reject, any or all of the tenders in full or in parts without assigning any reason whatsoever.

b. There is no obligation on the part of P.C to communicate with rejected Bidders.

## **21. Contacting The Tendering Authority**

a. No Bidder shall contact the Tendering Authority on any matter relating to it's bid, from time of opening to the time the contract is awarded. If he wishes to bring additional information to the notice of the Tendering Authority, he should do in writing. The Tendering Authority reserves the right as to whether such additional information should be considered or otherwise.

b. 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 bid security.

## **22. Corrupt or Fraudulent Practices**

The Tendering Authority requires that the Bidders/suppliers/contractors under this tender observe the highest standards of ethics during the procurement and execution of such contracts.

## **23. Interpretation of the clauses in the Tender Document / Contract Document**

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.

## **24. Binding Clause**

All decision taken by the Tender Committee regarding the processing of this tender and award of contract shall be final and binding on all concerned bidders.

## **25. Resolution of Disputes**

The matter regarding any dispute shall first be sorted out at the level of Director, DoET. If the dispute persists to remain unresolved then it will be entertained, heard & finalized as per the provisions of the Arbitration and Conciliation Act, 1996 in the Jharkhand High Court, Ranchi.

**26.** This tender document is not transferable.

**27.** Incomplete and illegible tenders will be rejected.

**28.** Conditional offers and offers qualified by such vague and indefinite expression such as "Subject to immediate acceptance" , "Subject to prior sale" etc. will not be considered.

**29.** All required information for bid must be filled and submitted along with submission of original D.D. towards tender fee and Bid Security cost at the Office of The Principal I.T. **Sahibganj.**

**30.** The categories of items and quantity will be as per requirements. The Principal reserves the right to increase or decrease the quantity or delete some or all of the items depending on the needs without assigning any reasons.

**31.** The Bidder should clearly indicate the delivery period and validity period of tender.

**32.** The Bidder should clearly mention the period of warranty for each item quoted which should not be less than one year and also indicate terms and conditions for AMC (Annual maintenance contract) after period by warranty.

**SECTION – IV**  
**ELIGIBILITY CRITERIA**

The Bidding is open to all qualified Bidder who fully meet the qualifying requirements as mentioned in this section. The Bidder:

- 1      Should have been a Registered Company with at least 5 years of existence.
- 2      Should have PAN/TAN Number. The copy of PAN/TAN card should be enclosed.
- 3      Should have Service Tax & VAT registration. The copy of Latest VAT & Service Tax Return Certificate should be enclosed.
- 4      Should not be under a declaration of corrupt and fraudulent practices. A Self- Declaration Certificate should be enclosed as in Annexure-V.
- 5      Should give an undertaking for the supply of branded Machine ,tools& Equipment etc. from reputed companies.
- 6      Enlisted Tools, equipment and Furniture whose DGS&D rate are available will be purchased on DGS&D rate. Authorization letter for supply of goods on DGS&D rate along with validity period must be enclosed.

Note: The Bidder should enclose documentary proof of their eligibility in Pre-Qualification and Technical Bid as mentioned in Section-VI. Bids submitted without documentary proof the bidder's eligibility is liable to be rejected without any further notification.

**SECTION – V**  
**SCOPE OF WORK**

**1. Introduction:-**

Directorate of Employment and Training under the Department of Labour, Employment and Training is running number of ITIs across the state in the area of Skill development for equipping these ITIs Tools, Equipments And Furniture is required as per the syllabus approved by the NCVT for various designated trades.

**2. Scope of Work**

The Supplier has to supply, install and commission SmallTools&Equipments specified in the bid document i.e. the supplier has to

(a) Make arrangements for supplying, installation and commissioning of Small Tools, Equipments for ITI as per the norms of NCVT as per annexure – IX.

Note – Payment will be done by the Principal ITI Sahibganj. as per the payment schedule below terms of the contract.

3. The supplier shall ensure timely delivery and installation of the systems as per the time-schedule given in the contract.
4. The supplier must provide the after sale service within warranty period whenever applicable. Warranty card from OEM/Authorized dealer must be submitted to Institution.
5. Loss of Property: If any type of loss made by supplier or its staff, then it will be the sole responsibility of the supplier. Whereas, any loss caused by the Principal to the supplier then the responsibility will be of the Principal.

## **SECTION – VI**

### **INSTRUCTIONS FOR BID SUBMISSION**

#### **1. Introduction**

Bids must be direct, concise, and complete. All information not directly relevant to this tenders should be omitted. The P.C. will evaluate bidder's proposal based upon its clarity and the directness of its response to the requirements of the project as outlined in this Tender document. The bidder must submit necessary documents in "Fee Bid", "Pre-Qualification Bid", "Technical Bid" and "Commercial Bid" envelopes, as described in this Section. Failure to submit separate pre-qualification, technical and commercial bid may result in disqualification of the bid. The fee, pre-qualification and technical bid should not contain any quoted price/rate details.

#### **2. Bid Submission Format**

- i. The Bid has to be submitted in a sealed non-transparent envelope super scribed with Bid Ref.No. and Name of the Company with contact no./e-mail Id containing following sealed non-transparent envelopes –
  - a. Envelope-I-> marked as Fee Bid
  - b. Envelope –II-> marked as Technical Bid
  - c. Envelope –III-> marked as Commercial Bid

Each envelope should be super scribed with Bid Ref. No. and Name of the Company

Note: - If the envelope(s) is/are not sealed and marked properly, the Tendering Authority will assume no responsibility for the Bid's misplacement or premature opening.

#### **3. Documents comprising bids**

The bidder has to upload following documents in respective folders comprising its bid-

##### **a. Envelope-I -> Fee Bid**

Following documents must be submitted in this envelope –

- i. Tender Fee
- ii. Bid Security cost

##### **b. Envelope-II-> Technical Bid**

Technical Bid envelope should contain the following documents –

- i. Registered company – Copy of registration certificate as proof of being a Registered Company with at least 5 years of existence.
- ii. Copy of PAN/TAN card.
- iii. Copy of Latest VAT & Service Tax Return Certificate.
- iv. Self-Declaration Certificate – A Self-Declaration Certificate for not being under a declaration of corrupt and fraudulent practices as per Annexure-V.

- v. Undertaking – An undertaking for the supply of branded Small Tools & Equipment from reputed companies.
- vi. Undertaking – An undertaking as per the format prescribed in Annexure-VI; that he accepts all the technical and commercial conditions of the bidding and shall abide by the same fully.
- vii. Make and Model – List of Make and Model (with detail specification/brochure) of each item to be supplied as per Annexure-VII.

**c. Envelope-III -> Commercial Bid**

The commercial Bid envelope should contain the following documents –

- i. Duly filled in & signed commercial bid (Annexure-VIII)
- ii. Undertaking for quoted rate (Annexure-VII)

It is to be noted that the Bidder has to Bid for supply, installation and commissioning of Small Tools & Equipment in the Institution within the Contract Period. The rate quoted should be inclusive of all sale/vat tax etc. and levies duties. No extra payment other than the quoted rate will be paid to the successful bidder.

**4. Submission of Bids Documents**

- i. Each sealed envelope of Fee, Pre-Qualification, Technical and Commercial Bid should be put up in a large sealed non-transparent envelope super scribed with Bid Ref. No. and Name of the Bidder with detail address and contact no. and must be submitted within the time period as mentioned in the Invitation of Bids (Section-I).
- ii. The bid documents must be submitted in respective envelopes in the same order as specified in the tender.
- iii. Submitted documents must have signature of authorized single officer on all pages as acceptance of terms and conditions by the bidder.

**5. Covering Letter**

The covering letter must be signed with the bidder's name and by a representative of the bidder, who is authorized to commit the bidder to contractual obligations. All obligations committed by such signatories must be fulfilled. The covering letter should be as per the format prescribed in Annexure-III.

**6. Submission of Proposals**

Principal ITI Sahibganj. shall receive sealed Tender Offers at the address specified above not later than the time and date specified in the invitation for Tender Offers. In the event of the specified date for the submission of Tender Offers being declared a holiday, the offers will be received up to the appointed time on the next working day.

Principal ITI Sahibganj. may, at its discretion, extend this deadline for submission of offers by amending the Tender Documents, in which case all rights and obligations of P.C. and tender previously subject to the deadline will thereafter be subject to the deadline as extended. Telex, cable or facsimile offers will be rejected.

Delivery of proposal by e-mail, fax or other way not listed in tender will not be accepted. Proposal received by facsimile shall be treated as defective, invalid and shall be rejected.

The Principal ITI Sahibganj. will not be responsible for postal delay in case bid was sent to Principal by post due to any reason, what so ever.

The pre-qualification, technical and commercial bid, each consisting of the documents listed in instructions and Proposal Cover Letters, shall be typed or written in indelible ink and shall be signed by the bidder or a person /persons duly authorized to bind the Bidder to the contract.



## **SECTION – VII**

### **GENERAL TERMS AND CONDITIONS OF THE CONTRACT**

The following are the General Conditions of Contract for supply, installation and commissioning of Small Tools& Equipment in the ITIs.

#### **1. Assigning of Tender whole or in part**

The supplier shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. No under letting or subletting to any persons or body corporate for the execution of the contract or any other part thereof is permitted, without the written consent of the Principal.

#### **2. Work Execution (Time schedule) :-**

The supplier will supply, install and commission the Small Tools& Equipment at the location provided by Principal as per the above mentioned scope of work within 40 days.

#### **3. Quality Verification – Quality verification will be done as follows –**

After Supply, Installation & Commissioning of Small Tools & Equipment providing warranty cards from OEM/ authorized dealers supplied item will be verified by the team formed at institute level

#### **4. Award of Work**

- i. The work may be awarded to one or multiple bidder based on lowest price quoted for each item. If the lowest price quoted for different items are from different bidders work will be awarded to multiple bidders.

#### **5. Payment terms**

- i. No advance payment shall be made.
- ii. 100% Payment will be made to the supplier after successful installation and commissioning of items i.e. on the basis of satisfactorily quality verification.
- iii. The payment shall be made on approval of constituted committee for the same.
- iv. No payment will be made to the supplier if the infrastructure is not as per prescribed norms.
- v. The supplier will submit the bills with the following documents duly verified by Institute Head/Office Head :-
  - a. Original Certificate of supplied items as per the scope of work along with successful installation certificate from Principal ITI..
  - b. Xerox copy of warranty card of items from OEM/authorised dealer at Principal.

#### **6. Penalty to the supplier**

If the supply, installation and commissioning of the system is not completed in full within the stipulated period as prescribed in the time schedule, a penalty, at the rate of 1% per week of the contract value will be levied for a maximum period of 30 Days. If the supply, installation and commissioning is not completed even within this 30 Days period the Contract may be terminated at the risk and cost of the supplier.

#### **7. Force Majeure**

- a. For purposes of this clause, “Force Majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchase either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- b. If a force Majeure situation arises, the supplier shall promptly notify Principal in writing of such conditions and the cause thereof. Unless otherwise directed by the Principal in writing, the supplier shall continue to perform its obligations under the Contract as far as it reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

## **8. Repeat Order**

The Principal reserves the right to place repeat order for additional requirement (Max. 20% of items that were originally ordered) within three months of placing the order.

## **9. Change Orders**

Principal may at any time, by written order given to the supplier, make changes within the general scope of the Contract in any one or more of the following:

- The place of delivery; and/or
- The Services to be provided by the supplier.
- The Quality of the Items & or the Deployment of the Items.

If any such change causes an increase or decrease in the cost of, or the time required for, the supplier’s performance of any provisions under the Contract, an equitable adjustments shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier’s receipt of the Principal change order.

## **10. Termination for Default**

Principal may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or part:

- a. Failure of the supplier to accept the award of contract within specific days of receipt of work-order as stated in the work-order.
- b. Delay in delivery beyond the specified period;
- c. If the supplier fails to perform as per the performance standards mentioned in scope of work beyond the specified periods;
- d. Serious discrepancy in supplied item noticed; and
- e. If the supplier, in the judgment of Principal has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In addition to the cancellation of purchase contract, Principal reserves the right to appropriate the damages through encashment of Bid Security given by the Bidder.

## **11. Termination for Insolvency**

Principal may at any time terminate the Contract by giving written notice to the supplier. If the supplier becomes bankrupt or otherwise insolvent, in this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Principal.

## **12. Resolution of Disputes**

It will be the Principal endeavour to resolve amicably any disputes or differences that may arise between the Principal and the supplier/bidder from misconstruing the meaning and operation of the Tender and the breach that may result.

In case of Dispute or difference arising between the Principal and supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the **Principal** and the supplier OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.

The supplier shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Principal or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

Arbitration proceedings shall be held at SAHIBGANJ , JHARKHAND, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English or Hindi.

Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at **Sahibganj**.India only. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.

A notice shall be effective when delivered or on the notice's effective date, whichever is latter.

**13.** The Technical Specification as mentioned in Annexure-I are minimum.

**14.** No extra payment other than the quoted rate (inclusive of all taxes, duties etc.) against invoice will be made. Payment will be made after receipt, inspection, installation/testing and commissioning of equipments etc. as per the above payment schedule and after approval of constituted committee.

**15.** Payment of bill will be made through crossed account payee Cheque/Bank Draft.

**16.** The supplier shall provide all the services mentioned under Scope of Work.

**17.** The supplier shall provide Small tools & Equipments by way of supply, installation and commissioning strictly in accordance with the Technical Specifications as per the Scope of Work. They should comply with all the tests specified by Principal or any other authorized for this purpose, satisfactorily. The supplier shall ensure timely delivery and commissioning of the systems as per the time-schedule given in the contract.

- 18.** The supplier must supply accessories (listed or non-listed in tender document) required for installation or execution of supplied items listed in scope of work (if required).
- 19.** The supplier shall make its own arrangements, for supply, installation and commissioning of materials at delivery location.
- 20.** The supplier will have to arrange for Form 31 or Form 32 or any other road permit (if required) by himself on his cost.
- 21.** The installation of the Systems shall be done at the risk and cost of the supplier.
- 22.** If the supply, installation and commissioning of the system is not affected as per the specified period and as per specifications Principal shall have the right to cancel the contract/award of contract and take such other action as may be deemed fit at the risk and cost of the supplier.
- 23.** If any of the materials supplied by the supplier become non operational / non functional due to which ever reason or due to any manufacturing or other technical defect during the contract, the same will have to be rectified or systems/parts replaced free of cost by the supplier.
- 24.** The supplier will not be permitted to operate from any other premises other than from the one provided by Principal to the supplier for this purpose.
- 25.** The Principal will make the payment on the basis of certified Invoice and supporting document  
”
- 26.** The Principal shall not pay any higher costs over and above the agreed value of the contract, on account of any revision due to increase in duties, taxes and surcharges during the contract period.
- 27.** No equipment shall be removed from the Institute by the supplier without the concurrence Of Office of the Principal for the purposes of replacement, services etc.
- 28.** Office of the Principal reserves the right to take over the Small Tools & Equipments and other infrastructure at the Institute set up by the Supplier in case of non-compliance of any of the conditions of the contract by the supplier during the contract period and recovers costs/liabilities arising due to such violations.

**ANNEXURE I**

**Technical Specification**

**List of Small Tools&Equipments with specification:-**

**Note:- Requirement of Small, Tools &Equipment may vary.**

**Annexure - II**

**PROPOSAL COVERING LETTER**

TO,

Principal,

ITI Sahibganj.

Pin code: 816109

Sir,

Having examined the Bidding Documents regarding supply, installation and commissioning of Small Tools & Equipment in Institute/Office vide Bid Ref. No. .... dated. We, M/s\_\_\_\_\_, offer to accomplish the task mentioned in the scope of work along with the amendment of terms and conditions mentioned in the bidding document.

Documents and Bid security amount of Rupees \_\_\_\_\_ only along with tender cost of Rupees \_\_\_\_\_ only as per the particulars furnished in section V are enclosed.

We undertake, if our Bid is accepted, to provide and install Machine and Equipment and connected accessories etc. as per the scope of work.

The information required for technical bid is filled in the attached schedule & relevant document, are also attached. The commercial Bid in a separate sealed envelope is also submitted.

We agree to abide by this bid for a period of 180 days after the last date fixed for bid submission as per the clause under Section – III and shall remain binding upon us and may be accepted at any time before the expiration of that period.

This bid, together with your award of contract and our acceptance, shall constitute a binding Contract between us.

We understand that in competing for (and if the award is made to us, in executing the above contract,) we will strictly observe the laws against fraud and corruption in force in India namely Prevention of Corruption Act 1988 ".

We understand that you are not bound to accept the lowest or any bid you may receive.

Yours faithfully,

Place:

Signature : -

Date:

Name : -

Designation :-

Company Name : -

Company Seal : -

\* Please submit the due authorization to sign the document

**Annexure - III**

**DETAILS OF THE BIDDER**

<b>S. No.</b>	<b>Item</b>	<b>Details</b>
1	Name of the Company	
2	Mailing Address with Tel./Fax No.	
3	Contact Details Name and Designation of Contact Person Telephone numbers Fax Number e-Mail ID	
4	Year of Establishment	
5	Registration No.	
6	Service Tax Registration Certificate (up-to December 2013 or later) attached?	
6	Brief Description of other companies which would be involved in the Project through this company.	

**Yours faithfully,**

**Place:**

**Signature** :-

**Date:**

**Name** :-

**Designation** :-

**Company Name** :-

**Company Seal** :-

**Annexure - IV**  
**SELF-DECLARATION**

**Ref:** \_\_\_\_\_  
\_\_\_\_\_

**Date:**

TO,  
Principal,  
ITI Sahibganj.  
Pin code:816109

**Sub: - Self-Declaration regarding past record of company.**

Sir,

In response to the tender No. \_\_\_\_\_ for  
Ref. \_\_\_\_\_ I/We as a owner / partner / Director of  
\_\_\_\_\_ hereby declare that our Agency \_\_\_\_\_ is  
having unblemished past record and was not declare ineligible for corrupt & fraudulent  
practices either indefinitely or for a particular period of time.

**Yours faithfully,**

**Place:**                      **Signature**                      :-

**Date:**                      **Name**                      :-

**Designation**                      :-

**Company Name**                      :-

**Company Seal**                      :-



**Annexure - V**  
**UNDERTAKING**

We M/s..... (Name of the bidder) here in after called " theSupplier" do hereby affirm and undertake to abide by all the terms, conditions and specifications given in the bidding document vide bid Ref. No. -----dated..... while performing the contractual obligations relating to supply, installation and commissioning of SmallTools&Equipmentsin Office/Institute during the project period as per the scope of work mentioned in the bidding document.

Yours faithfully,

Place:	Signature	: -
Date:	Name :-	
	Designation	:-
	Company Name	: -
	Company Seal	: -

**UNDERTAKING FOR QUOTED RATE**

TO,  
Principal,  
ITI Sahibganj.  
Pin code : 816109

**Sir,**

Having examined the tender documents for \_\_\_\_\_ vide Bid Ref. No. -----dt. \_\_\_\_\_we the undersigned, offer to quote the rates for supply, installation and commissioning of Small Machine, Tools, Equipmentsin Office/Institute as per the scope of work in the tender document in accordance with the terms and conditions in Tender document.

The rate is quoted item wise inclusive of all Sale/VAT tax, levies duties, charges for freight or manpower etc. We have understood the terms and conditions mentioned in the tender document inclusive of the condition that Office Of The Principal will not pay any extra payment other than the quoted rate to the Supplier.

The cost quoted is all inclusive (applicable taxes, duties and any other cost) for each item including warranty and is valid for a period of 180 days from the last date of submission of the tender.

We understand that you are not bound to accept a lowest offer that you may receive.

**Yours faithfully,**

<b>Place:</b>	<b>Signature</b>	<b>: -</b>	
<b>Date:</b>		<b>Name</b>	<b>: -</b>
		<b>Designation</b>	<b>: -</b>
		<b>Company Name</b>	<b>: -</b>
		<b>Company Seal</b>	<b>: -</b>

Annexure - VII

Make & Model of Items to be Supplied

Sl.No.	Item (Small Tools, &Equipments)	Make and Model	Specification (Matched/Not Matched as per Annexure-I)	Period of warranty	Remarks

Yours faithfully,

Place:

Signature :-

Date:

Name :-

Designation :-

Company Name :-

Company Seal :-

**COMMERCIAL BID**

**Name of the Agency \_\_\_\_\_**

S.No.	Item (Small Tools, &Equipments)	Qty.	Unit Rate (in Rs.)	Total Price (in Rs.)
<b>Total Price Bid Cost</b>				
<b>Price Bid Cost in words:</b>				

**Note: - Rates are inclusive of VAT, taxes, duties etc.**

Place:

Date:

Signature

Name

Designation

Company Name

Company Seal

:-

:-

:-

:-

:-

Yours faithfully,

### **Performance Security**

The Successful bidders requires to furnish a performance security to the authority in sum of Rs. .... (@ 5%) (The Guarantee Amount) as security from Nationalised Bank for due and faithful performance/supply of its obligations, under and in accordance with the purchase order with satisfactory supply/installation of the items.

The Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of 12 months from the date of issues the purchase order.