Notice Inviting Tender Tender Ref. No.: ITI/1/TRG/2019-20 Date : 03.12.2019

Sealed and separate Bids are invited from registered Indian Suppliers, vendor, contractor for supply, repair, installation & commissioning of machines and Upgradation of existing workshop as well as equipments as per the specified item wise requirements according to DGET Latest NSQF based syllabus and technical specifications for Model Industrial Training Institute Marhowrah in the State of Bihar.

The Bid has to be submitted in the office of Principal cum Secretary of IMC of ITI Marhowrah, Department of Labour Resources, Marhowrah, Dist- Saran – 841418 on or before 3.00 PM of 18/12/2019. Incomplete responses or those received after the specified time and date or those not fulfilling the specified requirement shall not be considered. The Technical Bid will be opened on the same day at 4.00 PM in front of the work and Procurement Committee of IMC of ITI Marhowrah and the authorized representatives of those bidders who wish to be present, in the office of the Secretary,IMC of ITI Marhowrah. Financial Bids of only those tenderers who pass the technical eligibility criteria will be opened. The Financial Bid will be opened on the dated 23-12-2019 at 4.00 PM in front of the work and Procurement Committee of IMC of ITI Marhowrah and the authorized representatives of those bidders who wish to be present, in the office of the Secretary,IMC of ITI Marhowrah. The Bid Validity Period will be 180 days from the last date of submission of this Tender.

The conditions of the tender and the details of work specified as per various items (for which this tender is being invited) are available on the website: www.labour.bih.nic.in and www.prdbihar.gov.in. and are required to be downloaded for the preparation of Technical & Financial Bid.

Principal cum Secretary,
IMC of ITI Marhowrah
ITI, Marhowrah campus
Dist-saran – 841418
Conditions of Tender:

1. The Tender has to be submitted in a sealed non-transparent envelope super scribed with Tender Ref. No., Name of the enterprise with contact no. / email id, containing following two sealed non-transparent envelopes-

(A) Envelope – I: Marked as Technical Bid

(B) Envelope – II: Marked as Financial Bid (Note: Each envelope should be super scribed with Tender Ref. No. and Name of the Enterprise).

If the envelope is / are not sealed and marked properly, the tendering authority will assume no responsibility for the Bid’s misplacement or premature opening resulting in disqualification. Financial Bid of only those bidders who have qualified the technical eligibility criteria will be opened. Authorized representatives of Qualified Bidders who wish to be present on the date of Financial Bid Opening may make it convenient to be present.

2. Tender Document Charges: The Bidder is required to pay INR 500/- (Rupees Five hundred Only) towards Tender document charges, at the time of submission of Bids, in the form of a Demand Draft only drawn from a Nationalized Bank, failing which the Bids submitted by the Bidder shall be out-rightly rejected. The Demand Draft should be drawn in favour of “I.M.C of I.T.I MARHOWRAH ” and payable at Marhowrah. The Tender document charges are Non-Refundable. Along with the Technical Bid (Envelope-I), the bidder shall have to submit a refundable Earnest Money Deposit (EMD) of Rs. 100,000/- (One Lac only) in the form of a Demand Draft drawn from a Nationalized Bank in favour of “I.M.C of I.T.I MARHOWRAH” and payable at Marhowrah failing which the Bids submitted by the Bidder shall be out-rightly rejected.

(A) No interest shall be payable on the amount of EMD irrespective of the outcome of tendering process.

(B) The EMD of Technically disqualified bidder will be returned immediately. However EMD of technically qualified bidder (other than L1 bidder) shall be returned after finalization of Letter of award. The EMD of successful bidder will be returned after completion of work.

(C) The EMD may be forfeited:

   (i) In case of a successful bidder, if the bidder fails to enter into an agreement within 30 days of issue of the Letter of Award (LOA).

3. Technical Eligibility Criteria (Mandatory):

(A) The Bidder must be an Enterprise which is at least Three Years old as on 31-03-2019. (Appropriate Registration / Incorporation Certificates have to be enclosed)
(B) The Bidder must have a minimum annual turnover of Rs. 150 Lakh in each of the last three Financial Years ending 2018-19 (i.e. of FY 2016-17, FY 2017-18 & FY 2018-19) and must have a positive net worth as on 31/03/2019. (A CA Certificate, Audited Statement of Profit & Loss Account, Balance Sheets and Income Tax Returns (of AY 2016-17, AY 2017-18 & AY 2018-19) have to be enclosed).

(C) The bidder should submit a notarized affidavit of Non-blacklisting and other undertakings as per enclosed format.

4. The bidder should have prior experience of Supply/Repair/ installation & Commissioning of machines /Upgradation of existing workshop and equipment's Into Govt. Model ITI/Esteemed Private Institutions sponsored by Maruti, Power grid etc

Note: The Technical Bid Envelope should contain all the above documents (Point 2, 3 & 4 ) mandatorily. Each document comprising technical bid should be signed and stamped by the authorized representative and properly bound and each page numbered.

While Evaluating the Technical Bids, The work and procurement committee of IMC of ITI Marhowrah reserves the right to reject either a particular item or whole technical bid of a bidder if the make & model or Specification/Job requirement of the item does not satisfy the desired make & model or specification/Job requirement. In such a case the financial proposal of the corresponding item or whole of the Financial Bid will also be rejected and the decision of work and procurement committee of IMC of ITI Marhowrah shall be final in this regard. At the technical evaluation stage, the bidders may be required to submit samples or the work and procurement committee of IMC of ITI Marhowrah may also inspect the manufacturing or other facilities of the bidders for evaluating the technical bids.
5. Financial Bid:

(A) For those items for which Comprehensive Maintenance Charges (CMC) is applicable, the bidder’s quote should be inclusive of CMC charges. The CMC period will be for a period of 3 years from the date of expiry of minimum stipulated warranty / guarantee for that item including installation and commissioning. The price should also include about periodic Maintenance at least quarterly in a year for which no any extra charges will be paid.

(B) Under Format of Financial Quote, the bidder has to specify against each item, the name of manufacturer, make & model, and the specification/Job requirement. If for a certain item, the required specification is not spelt out by the tendering authority even then the bidder is required to declare the name of manufacturer, make & model, and the specification along with the quoted rate.

(C) The bidder cannot use terms such as ANY STANDARD MAKE / LOCAL / REPUTED MAKE in place of specifying actual make & model and it must be certified from ISI,ISO,BIS e.t.c.

(D) The Financial bid must be signed and stamped by the authorized representative of the bidder on each page.

(E) The quoted rate will be a fixed rate quote for Supply/Installation & Commissioning (Including civil work) /repair/Upgradation and 3 years post warranty annual maintenance charges (wherever applicable) and will be inclusive of all applicable taxes, duties, charges and levies including charges for freight to ITI Morhowrah, or manpower and costs of warranty / guarantee and CMC where ever applicable. No extra payment other than the quoted rate will be paid.

(F) Also the actual quantities ordered may vary (both increase and decrease) from the quantities as indicated for different items and it may be ordered in parts.

(G) L-1 bidder shall be decided on the basis of lowest quoted rate by the bidders for package of work separately.

6. The bidders shall not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.

7. Submission of a proposal in response to the tender notice shall be deemed to have been done after careful study and examination of this tender document with full understanding of its terms, conditions and nature of job.

8. Any conditional bids will be summarily rejected.

9. Performance Bank Guarantee:

Against CMC: Additionally after issuance of the Letter of Award (LOA), the selected bidder / bidders will also have to submit an unconditional Performance Bank Guarantee of an amount equal to 10% of the total price approved for the items for which CMC is applicable for which the bidder has been selected, issued by a scheduled bank in favour of tendering authority with a validity of 36 Months from the date of agreement. The Performance Bank Guarantee can be forfeited in the event of any
breach of any condition of the tender / agreement / or for unsatisfactory performance.

10. The expenses incidental to the execution of the agreement shall be borne by the successful bidder / bidders.

11. The selected bidder(s) shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency (ies)/ person(s).

12. No advance payment shall be made. 95% payment of the invoice value will be made to the supplier/contractor after successful installation and commissioning of machines (including civil work) / tools / equipments/ upgradation i.e. on the basis of satisfactory quality verification by concerned trade expert. 5% of the invoice value will be held as security deposit and will be released after 6 months of successful work completion.

13. For payment, the supplier will have to submit bills / invoices along with Successful installation & commissioning/repair/Upgradation certificate from the concerned trade expert of the ITI Marhowrah.

14. During quality verification of the supplies made, if any machine (s) / tool (s) / equipment (s) or such portion thereof as may be discovered not to conform to the required specification and quality or found defective, the responsibility to replace or change such items shall be on the supplier and shall be at the supplier's risk and cost. No amount shall be payable by the purchaser on such count. The installation and commissioning of the machines / equipments shall be done at the risk and cost of the supplier.

15. If the supply, installation and commissioning of the machine (s)/ tool (s)/ equipment (s) /Repair/Upgradation is not completed in full within 90 days of the date of issue of work order, a penalty @ 1% per week of the item value subject to a maximum of 10% of the item value shall be imposed. In case of continuous default, the contract may be cancelled.

16. All entries in the tender formats / lists should be legible and filled clearly. If the space furnishing the information is found insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting or addition or deletion of items in the issued list is permitted. In such cases, the Bidder shall be declared un-responsive.

17. Warranty / Guarantee Clause: The bidder shall give guarantee that the machines / equipments / tools would continue to conform to the description and quality as specified for a period of 24 months (minimum stipulated warranty period) or warranty period as extended by manufacturer whichever is higher from the date of installation of such machines / equipments / tools. If any of the materials supplied by the supplier become non-operational / non-functional due to whatever reason of manufacturing or other technical defect during the above said warranty period, the same shall have to be rectified or replaced free of cost by the supplier. If the supplier fails to perform as mentioned above for warranty / guarantee clause, it shall have to pay for such damages as may arise by reason of the breach of the conditions here in contained. Nothing here in contained shall prejudice any other right of the purchaser in that behalf under this or otherwise.

18. The supplier shall ensure availability of the spare parts where applicable, at reasonable price during the economic life of machines/ equipments repaired.

19. The Work and Procurement committee of IMC of ITI Marhowrah, Dept. of Labour Resources,
Govt. of Bihar reserves the right to reject any or all of the tenders received, in full or in part, without assigning any reason thereof.

20. The Work and Procurement committee of IMC of ITI Marhowrah Dept. of Labour Resources, Govt. of Bihar also reserves the right of amendment / modification in the tender at any time prior to Bid submission deadline which shall be binding on all bidders.

21. Any dispute will be subject to the jurisdiction of Court of Marhowrah Dist-Saran.
<table>
<thead>
<tr>
<th>SI No.</th>
<th>Particular</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of the Enterprise</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Address</td>
<td>Registered Address:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Corporate Address:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Website:</td>
</tr>
<tr>
<td>3.</td>
<td>Contact Person’s details</td>
<td>Name:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Designation:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mobile No.:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Email ID:</td>
</tr>
<tr>
<td>4.</td>
<td>Date of Incorporation / Registration</td>
<td>Type: <strong>/</strong>/____</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Attach Incorporation / Registration Certificate)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Page No. at which enclosed ____</td>
</tr>
<tr>
<td>5.</td>
<td>Turnover in the last 3 Years:</td>
<td>Turnover:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>FY 2018-19: _______/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>FY 2017-18: _______/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>FY 2016-17: _______/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Submit CA Certificate certifying Turnover along with audited financial</td>
</tr>
<tr>
<td></td>
<td></td>
<td>statements for the above FYs).</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Page No. at which enclosed ____</td>
</tr>
<tr>
<td>6.</td>
<td>PAN No</td>
<td>Page No. at which enclosed ____</td>
</tr>
<tr>
<td>7.</td>
<td>GST Registration No.</td>
<td>Page No. at which enclosed ____</td>
</tr>
<tr>
<td>8.</td>
<td>Income Tax Returns (ITR) for last three AYs i.e. for AY 2018-19, AY 2017-18 and AY 2016-17</td>
<td>Page No. at which enclosed ____</td>
</tr>
<tr>
<td>9.</td>
<td>A Notarized Affidavit of Non black listing and other undertakings as per enclosed format (Annexure - I)</td>
<td>Page No. at which enclosed ____</td>
</tr>
<tr>
<td>10.</td>
<td>Experience of Supply/Repair of machines / tools /Upgradation of equipments/Workshop to at least three Govt. / Private Institutions in the last three years.</td>
<td>Provide details as per format provided in Annexure II (Attach work orders / Experience Certificate)</td>
</tr>
</tbody>
</table>
AFFIDAVIT

1. I/We do hereby certify that all the statements made in our bids in response to the Tender Reference No. ________________ dated _/__/2019-20 and in the required attachments are true, correct and complete. I/we, am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my bid at any stage besides liabilities towards prosecution under appropriate law.

2. I/We, on behalf of ______________________________ (Name of the enterprise), with its registered office at ............................................................ do hereby declare that the above-mentioned bidder is not under a declaration of ineligibility for corrupt and fraudulent practices or for any other reason, whatsoever and has not been blacklisted/debarred by the Government of India or any of its agencies, including public enterprises and or by any State Government or any of its agencies.

3. I/We undertake, if our bid is accepted, to supply, install and commission/repair/Upgradation of the machines, equipment & tools and workshop as per the required specifications of Latest NSQF Syllabus of DGET.

4. I/We on behalf of _______________________________ (Name of the enterprise) do hereby affirm and undertake that we have carefully read and understood the whole tender documents and will unconditionally abide by all the terms and conditions given in the tender document vide reference No. ..................................................... dated ..................

5. I/We do hereby affirm that our quote for each item is a fixed rate quote and is inclusive of all applicable taxes, duties, charges and levies including charges for freight or manpower and costs of warranty/guarantee. I/We understood that we will not be paid any extra payment other than the quoted rate. I/We also understood that our quoted prices/rates shall remain fixed for a period of one year from the date of agreement and no adjustment in the quoted rate/price shall be made on account of any variations in costs of labour and materials or any other cost component or changes in legislations on account of taxes/duties/levies or for any other reason whatsoever.

6. I/We understood that the actual total quantities as ordered may vary (increase or decrease) from the quantities as indicated in the list of machines, tools & equipments and may be ordered in parts and no claim will be raised by us or admitted by the tendering authority because of this.

7. I/We do hereby undertake that we will provide unconditional minimum stipulated warranty/guarantee for a period of 24 months or warranty period as extended by manufacture whichever is higher from the date of installation of such machines, equipments & tools.

8. I/We understand that the tendering authority is not bound to accept a lowest offer/quote that they may receive.

9. I/We do not have any conflict of interest which materially affects the fair competition and is disadvantageous to other bidders. We undertake to observe the laws against fraud and corruption, including bribery, in force in India.

For and on behalf of:
Signature:
Name:
Designation:
Date:
(Enterprise Seal)
(Give details of major contracts handled by the bidder for the last three years in the following format)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Details of Client along with address, telephone numbers and fax numbers</th>
<th>Amount of Contract (Rs. In Lakh)</th>
<th>Duration of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>From</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>To</td>
</tr>
</tbody>
</table>

---