

TENDER DOCUMENT

FOR

SUPPLY, INSTALLATION & COMMISSIONING OF  
LABORATORY EQUIPMENTS FOR

**PHYSICS DEPARTMENT**

AT

GOVERNMENT POLYTECHNIC, SUKMA - 494111

(From 03.11.2021 to 02.12.2021)

NIT No./GPS/Store/Tender-PH/2021/298 Sukma, Dated 30.10.2021



**Government Polytechnic, Sukma**

At Kumharras, Sukma, Malkangiri Road, Tah- Sukma  
Distt - Sukma – 494111

Website: [www.gpolysukma.in](http://www.gpolysukma.in)

Email Id: [gpolysukma@gmail.com](mailto:gpolysukma@gmail.com)

## NOTICE INVITING TENDER

Government Polytechnic, Sukma, Chhattisgarh invites separate sealed tenders by **SPEED POST** only for supply, installation and commissioning of Laboratory Equipment/ Machinery for **Physics Department** from **registered OEM** with manufacturing facility in India or **Authorized Dealer /Supplier /Agency/Distributor /Stockiest of OEM** as per following details -

S. No.	Item Description	Approximate PAC in INR	Tender Document Fees in INR	EMD In INR
1.	Supply, Installation & Commissioning of Laboratory Equipments/ Machinery for <b>Physics Department</b>	<b>4,30,000/-</b>	<b>1,000/-</b>	<b>14,000/-</b>

**Important Events and time schedule for this tender are as follows:-**

Particulars	From Date & Time	To Date & Time	Remark
Date of issue of Notice Inviting Tender	03-11-2021 10:00 am	----	-----
Period of availability of Tender Document on website	03-11-2021 03:00 pm	02-12-2021 03:00 pm	<a href="http://www.gpolysukma.in">http://www.gpolysukma.in</a> <a href="https://cgdterapur.cgstate.gov.in">https://cgdterapur.cgstate.gov.in</a>
Submission of queries in writing/ on email by bidders	04-11-2021 11:00 am	27-11-2021 05:00 pm	Email - <a href="mailto:gpolysukma@gmail.com">gpolysukma@gmail.com</a>
Displaying Clarifications /Responses on website by GPS regarding queries received	28-11-2021 05:00 pm	30-11-2021 03:00 pm	<a href="http://www.gpolysukma.in">http://www.gpolysukma.in</a>
Documentary Submissions (if any) by bidder as per clarification	02-12-2021 03:00 pm	---	-----
Opening of Technical Bid	02-12-2021 04:00 pm	---	Govt. Polytechnic, Sukma at Kumharras, Sukma, Malkangiri Road, Tah - Sukma,
Declaration of Eligible Bidders	13-12-2021 11:00 am	----	Distt - Sukma - 494111 <a href="http://www.gpolysukma.in">http://www.gpolysukma.in</a>
Opening of Financial Bid & Issuance of LoI	14-12-2021 03:00 pm	----	<a href="http://www.gpolysukma.in">http://www.gpolysukma.in</a>
Submission of LoA, Performance Security & Contract Agreement	14-12-2021 04:00 pm	23-12-2021 05:00 pm	-----
Returning back of EMD (by Speed Post only) of not eligible bidders by Speed post only	15-12-2021 11:00 pm	03-01-2021 05:00 pm	

Tender document can be downloaded from institute website [www.gpolysukma.in](http://www.gpolysukma.in) & <https://cgdterapur.cgstate.gov.in> only, from **03.11.2021, 03:00 pm** onwards.

Tender Document Fees (TDF) and Earnest Money Deposit (EMD) will be acceptable only in the form of Demand Draft of Nationalized Bank in the favor of **Principal, Government Polytechnic, Sukma** payable at Sukma - 494111, Chhattisgarh.

**Last date for submission of tenders is 02.12.2021 till 03:00 pm.**

Government Polytechnic, Sukma reserves all rights to accept/reject any or all tenders in full/part without assigning any reasons.

## CHECK LIST

To ensure that your tender submitted to GPS is complete in all respects, please go through the following checklist & tick mark for the enclosures attached with your tender: -

S.no.	Description	Complied (Yes/No)	Page No.
<b>Envelope -A</b>			
01	Separate Demand Draft for Tender Document Fees		
02	Separate Demand Draft for Earnest Money Deposit		
03	ANNEXURE -05		
04	The original tender document duly signed & with stamp on Each page, as a confirmation of acceptance of Terms & Conditions and which is complete in all respects.		
<b>Envelope -B</b>			
05	TECHNICAL PROPOSAL SUBMISSION LETTER on original letter head of firm (ANNEXURE -01)		
06	PROFILE OF THE BIDDER(ANNEXURE -02)		
07	Registration proof of the bidder firm		
08	Authorization Certificate of OEM in the name of bidder(if Any)		
09	Copy of PAN in the name of bidder		
10	Copy of GSTIN in the name of bidder		
11	ORIGINAL GENERAL POWER OF ATTORNEY as per ANNEXURE -03		
12	ORIGINAL AFFIDAVIT ABOUT UNDERTAKING BY BIDDER as per ANNEXURE -04		
13	ORIGINAL CERTIFICATE OF AVERAGE TURNOVER as per ANNEXURE -06 duly signed by Chartered Accountant		
14	ORIGINAL EXPERIENCE CERTIFICATE as per ANNEXURE -07 duly signed by Chartered Accountant		
15	Performance Certificates of equipments delivered at any Institutes of National Importance.		
<b>Envelope -C</b>			
16	TECHNICAL BID as per ANNEXURE -08		
17	Media Containing soft copy of ANNEXURE -08		
18	The CD/DVD containing complete videos of performances and observations of required equipments		
19	Complete brochure/booklet of the equipments delivered by the company which must include our listed items.		
<b>Envelope -D</b>			
20	FINANCIAL BID as per ANNEXURE -09		
<b>MAIN Envelope</b>			
21	It shall contain labeled and sealed A, B, C, & D envelopes		
<b>Any Other Supporting Documents</b>			
22	(Please Specify)		
23	(Please Specify)		
24	(Please Specify)		

## ABBREVIATIONS

In this document, unless the context specifies otherwise, following abbreviations shall mean: -

<b>S. No.</b>	<b>Abbreviation</b>	<b>Full Form / Meaning</b>
01	<b>GoI</b>	Government of India
02	<b>GoCG</b>	State Government of Chhattisgarh
03	<b>OSG</b>	Other State Governments/ UT administrations In India
04	<b>CG</b>	Chhattisgarh
05	<b>BIS</b>	Bureau of Indian Standards
06	<b>ISO</b>	International Organization for Standardization
07	<b>ISI</b>	(Indian Standards Institution) Mark of BIS for Industrial Products
08	<b>TDS</b>	Tax Deduction at Source
09	<b>PAN</b>	Permanent Account Number
10	<b>GST</b>	Goods & Services Tax
11	<b>GSTIN</b>	Goods & Services Tax Identification Number
12	<b>FY</b>	Financial Year
13	<b>UDIN</b>	Unique Document Identification Number
14	<b>OEM</b>	Original Equipment Manufacturer with manufacturing facility in India
15	<b>GPS</b>	Government Polytechnic, Sukma
16	<b>DTC</b>	Departmental Technical Committee
17	<b>TDF</b>	Tender Document Fee
18	<b>EMD</b>	Earnest Money Deposit
19	<b>LoI</b>	Letter of Intent
20	<b>LoA</b>	Letter of Acceptance
21	<b>PAC</b>	Probable Amount of Contract in INR
22	<b>B<sub>1</sub>, B<sub>2</sub> .....B<sub>N</sub></b>	Best Suitable -01.....N
23	<b>L<sub>1</sub>, L<sub>2</sub> .....L<sub>N</sub></b>	Lowest -01.....N

## DEFINITIONS

In writing Terms & Conditions of Contract, Specifications and bill of quantity, the following words/phrases shall have the meanings hereby indicated, unless there is something in the subject matter or content inconsistent with the subject.

S.	Word/ Phrase	Meaning
01	<b>AUTHORITY</b>	Principal, Government Polytechnic, Sukma
02	<b>CONTRACT</b>	The legal document signed by the Principal, Govt. Polytechnic, Sukma and successful bidder which are binding both the parties to all terms and conditions, any special conditions of the tender document including any final corrections or modification to the tender, if any. Terms and conditions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act or any other Act in vague or by any person of common knowledge and prudence.
03	<b>BID / TENDER PROPOSAL</b>	The complete proposal including all documents, information, corrections, addendum and modifications made therein submitted by the bidder supporting his bid to provide the goods and services to Principal, Govt. Polytechnic, Sukma, as required under the tender document.
04	<b>BIDDER</b>	A Business entity as per section 1.3, chapter 01 of tender document who is either OEM with manufacturing facility in India or an authorized Supplier/ Distributor/ Dealer/ Agency /Stockiest of OEM, eligible to participate in the Tender/bidding process.
05	<b>PRE-QUALIFIED BIDDER</b>	A bidder who is found eligible as per stage-01 evaluation.
06	<b>ASSIGNMENT</b>	The supply, installation, commissioning of the Laboratory Equipment /machinery as per the needs and requirements of the GPS according to the standards and technical specifications and other conditions as detailed in <b>ANNEXURE -08</b> .
07	<b>CONTRACT PERIOD</b>	Entire contract period from date of LoI till the end of warranty period.
08	<b>CORRUPT PRACTICE/S</b>	Direct or indirect offering/ giving/ receiving/ soliciting of anything of value, pressurizing to influence the action of a public official in the process of Bidder Selection and Contract execution.
09	<b>DELIVERY LOCATION</b>	The place where the goods to be supplied i.e. specific department or laboratory of Government Polytechnic, Sukma, At Kumharras, Sukma, Malkangiri Road, Tah – Sukma, Dist – Sukma - 494111, Chhattisgarh
10	<b>DELIVERY CUM INSTALLATION REPORT</b>	The delivery report prepared by DTC after final delivery of all Laboratory Equipment/Machinery etc. as per Tender /supply order along with Operating /Instructions Manuals /Technical Literature /Leaflets /Brochures/ software/hardware etc.
11	<b>GOVERNMENT AUTHORITY</b>	Any Indian entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions, including, without limitation, any government authority, agency, department, board, commission or instrumentality of Indian or any political subdivision thereof, court, tribunal, arbitrator or self- regulatory organization.
12	<b>LAW</b>	Includes all the provisions of all Indian statutes, regulations, ordinances, codes, official or other standards, administrative or other rules, zoning and other plans and restrictions, building and other permits, judgments awards and decrees of, or agreements with any Governmental, semi-Governmental or quasi-Governmental Authority as currently in effect or as may be in effect from time to time and /or as may be amended or supplemented from time to time.
13	<b>AUTHORIZED DEALER /SUPPLIER/ AGENCY DISTRIBUTOR/</b>	Person/Firm who is authorized by OEM for supply of Equipment/Machinery
14	<b>STOCKIST AUTHORIZED SIGNATORY</b>	Person who is authorized to sign and execute all the documents / Agreements /Contracts related to tender on behalf of the bidder.
15	<b>SELECTION PROCEDURE</b>	The entire procedure conducted by GPS to select and appoint the successful bidder for the provision of the services pursuant to the Tender Process and the subsequent negotiation, finalization and execution of the Agreement.
16	<b>TOTAL ACCEPTED TENDER VALUE</b>	The total value of goods and services as covered under this Tender and agreed upon by the successful Bidder.
17	<b>WARRANTY PERIOD</b>	The period of minimum 02 calendar year from the successful installation/commissioning of the equipment/machinery at the institute during which all Physics /Electronic and Mechanical spare/parts/accessories of Equipment/machinery or its Auxiliary Unit to be replaced without any cost/charge by the successful bidder.

## CHAPTER -01

# TERMS & CONDITIONS

### GENERAL

- A. The Bidder is expected to **examine contents of tender document carefully** and annexure provided therein for the sake of better understanding and clarity regarding the quality and standards of the goods required by GPS.
- B. It shall be deemed that **prior to the submission of the bid proposal**, the bidders have: -
  - Made a complete and careful examination of terms and conditions /requirements, tender document along with all annexure, specifications, contract document and all other information as set forth in this tender document to their entire satisfaction;
  - Received all such relevant information/certificates which has been requested by GPS;
  - Made a complete and careful examination of the various aspects of the whole assignment.
- C. Failure to furnish all required information and/or lack of information shall not in any way relieve the bidder of his responsibility to fulfill his obligations under this tender document.
- D. GPS shall not be liable for **any mistakes or errors or neglect by** the bidder in respect to tender document. **Failure to comply with the requirements** of tender document shall be **at bidder's own risk**.
- E. The submission of the bid proposal will be **deemed as unconditional acceptance of all the terms and conditions** of the tender document.
- F. The bidder shall **bear all the costs associated with the preparation and submission of bid proposal** and its participation in the bidding process. In no case, GPS will be responsible for those costs, regardless of the conduct or outcome of the bidding process.
- G. The terms, conditions and specifications mentioned in **tender document shall be binding on the bidders** and no condition or stipulation contrary to the terms and conditions shall be acceptable. Printed condition/s on the back side of the tender proposal will not be binding on the Authority.  
It may please be noted that the bidders who do not accept terms and conditions stipulated in this tender document, their offers shall be liable to be rejected out-rightly without assigning any reason whatsoever.
- H. The bidder must **furnish complete and detailed technical specifications supported by printed original literature** for all offered equipment /machinery. Print out of the web pages /photocopy of literature (color or black & white) /Duplicate / Incomplete literature / Literature without seal affixed and/or which is not signed will not be considered.
- I. **Each page of** tender document & enclosures/annexure (Including Printed Technical Literature and/or any supporting documents) shall be signed **by the authorized signatory of bidder and seal affixed**. All the pages of the downloaded tender document must be submitted along with the bid proposal.
- J. Bidders shall submit their bid proposal in properly arranged manner (with index, proper paging and with flags on important documents). **Item No. and page no. of the tender document/annexure should be strictly in chronological order only**. Incomplete, loose, or improperly arranged bid proposals may be rejected without assigning any reason whatsoever.
- K. **Authority will not arrange for import license and/or custom duties or any other required certifications** for imported items /equipment /machinery. The entire imported item will have to be delivered on door delivery basis inclusive of all applicable taxes/duties/levies etc. and **payment will be made in Indian Rupees only**.
- L. **Original complete brochure/booklet of equipments delivered/manufactured by the firm including our listed items should be provided in envelope B. The photographs of the equipments in the brochure must of original equipments.**
- M. A **soft copy of ANNEXURE – 08 prepared in Microsoft Excel -2010 shall** be submitted in the

form of **CD/DVD with bid proposal**. Absence of media containing soft copy of said annexure may result in rejection of bid proposal.

- N. Preferably quoted items /equipment/ machinery shall **conform to the BIS/ISO/ISI** or other certifications as far as possible related to the item categories and shall be **made in India**.
- O. The equipment/ machinery **calibrated in metric system and with minimum warrantee period of not less than 02 (Two) calendar years** from the date of installation need only be quoted.
- P. The bid proposal should clearly indicate whether offered equipment /machinery are complete in itself. If in the opinion of the bidder, for the satisfactory performance of offered equipment /machinery certain accessories /spares /parts /set-ups /auxiliary unit /hardware /software /power supply /cables etc. are necessary then bidder must quote the rate inclusive of aforesaid accessories /auxiliary unit /set-up and mention it under the heading **Extra but Essential in Technical Bid**.
- Q. The Successful Bidder is required to enter into a contract with Authority for the assignment within stipulated time period.
- R. **Procurement** (Supply, Installation and Commissioning of various Equipment /Machinery) **under this tender may be procured phase wise** as per requirement of GPS. Separate supply orders may be issued time to time for the procurement of required goods.
- S. Quantities shown in the tender (if any) are tentative and can vary to any extent. No claim shall be entertained for deviation in quantities required to complete the assignment.
- T. **Authority reserves the right: -**
  - To reject (either fully or partly) any or all bids and/or to annul the bidding process, at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligations to inform the affected bidder(s) of the grounds for such decision.
  - To permit any bidder to resubmit his bid proposal.
  - To pursue negotiations with any number of bidders and to withdraw from negotiations with any bidder at any time.
  - To suspend, discontinue, modify and/or terminate the tender process at any time without assigning any reason on the grounds considered advantageous to GPS.
  - To split the quantities against the tender further for the same equipment/machinery. No reason will be assigned by GPS for this purpose and it will be binding on the all the bidders.
  - To verify the claims made by the bidders and/or to carry out the assessment regarding Pre-Qualification conditions of the bidders. Decision of authority in this regard shall be final and binding on all the bidders.
  - To increase or decrease the scope of work under the assignment and/or to appoint other agencies for providing services which is not in the scope of this tender.
  - To waive off any of the conditions and /or requirements in the tender in respect of any or all of the bidders.
  - To seek clarification/justification from the bidder about quoted rate(s) in case GPS deems it necessary. Based on the clarification /justification provided by the bidder, if GPS feels that the rate(s) is/are unrealistic /infeasible in order to execute assignment of this nature, GPS may reject the bid proposal out rightly.
  - To appoint the successful bidder subject to such further terms & conditions as it considers appropriate in relation to the tender process and/or the provision of the services. GPS shall not be obliged to give any reason(s) for the selection and/or rejection of any bid proposal or any part thereof.
  - Not to be bound in any manner to select any of the bidders submitting proposals or to select the bidder who quoted lowest rate(s).

## TENDER PROPOSAL

- A.** The **bid proposal** prepared by the bidder, as well as all correspondence and documents relating to the bid shall be **in English language only**. Supporting documents and printed original literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For purposes of interpretation of the bid, the translation shall govern.
- B.** Bid proposal (Pre-Qualification submissions, Technical and Financial Bid) shall not **contain any interlineations /alterations /erasures /overwriting, except** as necessary to correct bona fide errors made by bidders themselves. Any such corrections /interlineations /alterations /erasures /overwriting shall be signed across by authorized signatory; otherwise bid proposal may be rejected.
- C.** All pages of bid proposal, enclosures/annexure, any certificates, printed original literature and/or supporting documents or copies of it shall be **seal affixed and signed by authorized signatory of the bidder**. Absence of sign and/or seal at any of the appropriate places/pages in bid proposal may result into rejection of the bid proposal out rightly.
- D.** Bidder's proposal should be submitted in following manner in **separate appropriately super scribed envelopes which are sealed & signed on all joints**: -

<b>MAIN Envelope</b>	Main Envelope must <b>contain sealed A, B, C &amp; D envelopes</b> . Bidder's Name, Address and type of firm (OEM / Authorizes Supplier/Distributor/Agency/Stockiest) should be clearly written on main envelope in <b>BOLD letters only</b> .	<b>It shall contain labeled and sealed A, B, C, &amp; D envelopes</b>
<b>Envelope -A</b>	It shall contain separate Demand Drafts for TDF and EMD And duly seal affixed & signed (by authorized signatory on each & every page) hard copy of tender document which is complete in all respects.	<b>ANNEXURE -05</b>
<b>Envelope -B</b>	it shall contain Pre-Qualification documents in the prescribed Formats and any other documentary evidences in support of Pre-Qualification conditions.	<b>ANNEXURE -01, 02, 03, 04, 06, 07</b>
<b>Envelope -C</b>	It shall contain complete and detailed Technical specifications for offered equipment/machinery in prescribed format and supporting printed original literature/ Brochures/ Catalogue/ Leaflets/ Instruction Manual/ Handouts.	<b>ANNEXURE -08 &amp; media containing soft copy of same</b>
<b>Envelope -D</b>	shall contain financial bid in prescribed format	<b>ANNEXURE -09</b>

**BID PROPOSAL WHICH DOESN'T FOLLOW THE ABOVE FORMAT SHALL BE REJECTED OUT RIGHTLY.**

## ELIGIBILITY CRITERIA

- A. For the purpose of bid proposal submission, a **business entity shall** mean a **Sole Proprietorship Firm /Registered Partnership Firm/ a Company** registered in India under the Companies Act 1956 /**Registered Society /Registered NGO**
  - A Sole Proprietorship Firm should furnish either the Sales/GST/service tax or IT returns for FY 2018-19, 2019-20 and 2020-21 as proof of identity.
  - A Registered Partnership Firm should furnish registration certificate under the registrar of firms and the partnership deed executed between the partners as proof of identity.
  - A Company should furnish certificate of incorporation and memorandum of association as proof of identity.
  - Registered Society/ Registered NGO should furnish incorporation/registration certificate issued by appropriate authorities.
- B. The bidder shall be **registered OEM** with manufacturing facility in India **or Authorized Dealer /Supplier /Agency /Distributor /Stockiest of OEM** engaged in respective area of works.
- C. The bidder should have **sufficient Infrastructure, Technical Expertise and Financial Capability to undertake the assignment.**
- D. Authority **intends to appoint a single entity for this assignment**; hence the bidders participating in this tender process shall be a single business entity only. Submission of Proposal by consortia shall not be eligible.
- E. Experience of a bidder as a member of consortia, for any project/work shall not be considered.
- F. Each bidder shall submit a **maximum one (1) bid proposal** only. Any Bidders who submits more than one bid proposals shall be disqualified and all proposals shall be rejected out rightly.
- G. Any entity, which has earlier been barred by the any Client in India, Government of Chhattisgarh (GoCG), or any other state governments/UT administrations in India (OSG) or Government of India (GoI), Any institute of national importance, Central/State University or any of the agencies of GoCG/OSG/GoI or any Government Authority from participating in its projects and the bar subsists as on the proposal due date, shall not be eligible to submit a Proposal.
- H. The bidder must have **registered PAN & GSTIN for the firm** and copies of the same shall be submitted in bid proposal.
- I. The bidder shall have copies of **GST (GSTR 09) & IT returns for FY 2018-19, 2019-20 and 2020-21** and copies of the same shall be submitted in bid proposal.
- J. Bid Proposal shall necessarily be accompanied by **valid and separate Demand Drafts for Tender Document Fee (TDF), Earnest Money Deposit (EMD)** and seal affixed & signed certificate regarding same as per the **ANNEXURE -05**.
- K. The Bidder shall have achieved a **Minimum Average Annual Turnover** from manufacturing/ supplying of laboratory equipment /machinery, installation, commissioning and testing thereof, of **5.00 Lakhs in last 03 years** (i.e. FY 2018-19, 2019-20 & 2020-21). **Certificate from CA as per ANNEXURE -06** must be submitted in the bid proposal.
- L. The bidder shall have a **minimum 03 (Three) years of experience** in the capacity of OEM/ Authorized Dealer /Supplier /Agency /Distributor /Stockiest of OEM for supplying laboratory equipment /machinery, along with installation, commissioning and testing thereof.
- M. Preference will be given to bidders who have experience for supply, installation, commissioning and testing of similar items i.e. laboratory equipment /machinery in **Institutions of National Importance or Universities during last 03 (Three) years i.e. after 01/04/2018. Performance certificate should be submitted of delivered equipments from the authority of that Institutions of National Importance in envelope C.**

- N. The bidder shall have executed minimum **one single contract costing not less than ₹ 2.00 Lakhs OR two contract costing not less than 1.00 Lakhs each** for supply, installation, commissioning and testing of similar items i.e. laboratory equipment/machinery in Government/Semi-Government Departments or Institutions of National Importance or corporations during last 03 (Three) years i.e. after 01/04/2018.
- O. **Experience Certificate from CA** shall be submitted as per **ANNEXURE -07 only**. Work/Supply order, LoI /LoA etc., will not be acceptable under any conditions unless and until supported by completion certificate from the same buyer.

### **BIDDING PROCESS**

- A. No tender document shall be sold by GPS. Prospective bidder can **download the tender document** from the official website of GPS [www.gpolysukma.in](http://www.gpolysukma.in) & <https://cgdteraipur.cgstate.gov.in> only, from **03.11.2021, 03:00 pm** onwards.
- B. Completely filled, seal affixed and signed bid proposal (strictly as per prescribed format only) including Technical and Financial Bid must reach **ONLY BY SPEED POST** to Principal, Govt. Polytechnic, Sukma, At Kumharras, Sukma, Malkangiri Road, Tah- Sukma, Dist- Sukma - 494111 (CG) latest by **03.00 PM on 02.12.2021**.
- C. **Nobody from GPS is authorized to receive or grant receipt for bid proposal delivered on behalf of GPS.**
- D. **Bid Proposal shall be rejected summarily for any of following:-**
- If received after due date and /or time;
  - If received through any other means except speed post;
  - If not supported by valid documentary evidences.
- E. **The bidder's proposal shall be evaluated in 03 (Three) stages as follows:-**

#### **I. Stage -01 Evaluation (Pre-Qualification)**

- A Pre-Qualification meeting shall be organized on **02/12/2021 at 04:00 PM** at Govt. Polytechnic, Sukma, At Kumharras, Sukma, Malkangiri Road, Tah- Sukma, Dist- Sukma - 494111 (CG) and Only **Envelope A & B** of each bidder will be opened in presence of authorized representatives and purchase committee of GPS. All bidders shall be evaluated for Pre-Qualification conditions in this meeting.
- Only one authorized representative of each bidder shall be allowed to participate in the above said meeting. It is advisable for all Bidders to attend Pre-Qualification Meeting.
- In case, no authorized representative of bidders remains present for meeting then after 01 hour of waiting for them, meeting will be continued with all members of purchase committee of GPS.
- Under any circumstances whatsoever may be, no extra time for submission of any of supporting documentary evidence or material will be granted by GPS or no material can be appended/added to the already submitted tender document during this meeting. Decision of purchase committee in this regard will be final and binding on all bidders.
- All bidders shall be evaluated for Pre-Qualification conditions on the basis of the supporting documentary evidences submitted in their bid proposal.
- Those bidders who fulfill the Pre-Qualification conditions shall only be considered for Stage-02 level of evaluation and **Envelope – C** of eligible bidders will be made available to DTC for technical evaluation.
- Those bidders who fail to fulfill Pre-Qualification conditions shall be declared as non-responsive by GPS and shall not be considered to proceed further in the tender process.
- The date and time of meeting for opening financial bid will be declared by authority in Pre-Qualification meeting and **Envelope – D** of eligible bidders will be sealed and kept in safe

Custody of authority till next meeting. No separate communication by any means will be sent to any bidder regarding date and time of the financial bid meeting.

- Regarding Pre-Qualification, decision of the authority will be final and binding on all the bidders.
- Due to COVID-19 pandemic, date of Pre-Qualification meeting may change subject to guidelines issued by Government Authorities. Notice regarding change of Date will be displayed on website [www.gpolysukma.in](http://www.gpolysukma.in) only. No separate communication will be done by GPS in this regard. Bidders are advised to visit website of GPS regularly.

## II. Stage-02 Evaluation (Technical Evaluation)

- The Technical Bid (Envelope -C) of Pre-Qualified bidders will be forwarded to Departmental Technical Committee (DTC) of GPS for technical evaluation.
- DTC will evaluate Technical bids (offered specifications) as per different criteria which may include: -
  - ✓ Suitability of the equipment as per the curriculum of CSVTU, Bhilai
  - ✓ Efficiency
  - ✓ Operating cost
  - ✓ Usability
  - ✓ Ease and cost of maintenance
  - ✓ Availability of technical staff in institute
  - ✓ Training of the faculty/laboratory staff for operations and maintenance
  - ✓ Warranty period and warranty conditions
  - ✓ Items/spares/parts covered under warranty
  - ✓ Extra but essential and/or extra but not essential parts/accessories/set-up supplied with equipment without any additional cost
- DTC will submit list of technically eligible bidders. Only those bidders who are found technically eligible shall be considered for stage -03 level of evaluation.
- As a result of technical evaluation, DTC will submit the equipment wise detailed report by marking all technically eligible bidders as **B<sub>1</sub>** (Best -01), **B<sub>2</sub>** etc. to the authority within specified time limit. Decision of DTC in this regard will be final and binding on all bidders.

## III. Stage -03 Evaluation (Financial Bid)

- Bidders found eligible in both Stage -01 & 02 evaluations only shall be shortlisted for financial bid opening.
- Financial bid will be opened on scheduled date and time (declared in Pre-Qualification meeting by Authority) in presence of authorized representatives of bidders and purchase committee of GPS.
- In case, no authorized representative of bidders remains present for meeting then after 01 hour of waiting for them, financial bid will be opened in presence of all members of purchase committee of GPS.
- The technically eligible bidders will be shortlisted equipment wise as **L<sub>1</sub>, L<sub>2</sub> etc.** Purchase committee in consultation with DTC, will figure out equipment wise best possible combination of Technical specifications i.e. B<sub>1</sub>, B<sub>2</sub> etc with least cost i.e. L<sub>1</sub>, L<sub>2</sub> etc.
- Bidder with best possible combination for particular equipment(s) may be invited for negotiation and LoI for particular equipment(s) may be awarded to the successful bidder after clarifying any outstanding points.
- Bidders submitting the bid proposals should clearly understand that any or all parts of their bid proposals are liable to be part of the negotiation procedure.
- Purchase committee shall determine the approach and methodologies for any issues; which may arise during the negotiation process, prescribed evaluation process in this

Tender document and have not been addressed in this tender document. Decision of purchase committee in this regard will be final and binding on all bidders.

- Successful bidder will submit LoA along with performance security within 10 working days to GPS, failing to which next bidder may be issued LoI.
- Successful bidder has to sign the contract and complete all legal and/or required formalities within 10 working days from receipt of the LoA at GPS.

### **CLARIFICATIONS AND AMENDMENTS TO TENDER DOCUMENT**

- A. **Any extension of due date** for submission of bid proposal if any, **will only be uploaded on** Official website of GPS ([www.gpolysukma.in](http://www.gpolysukma.in)) and shall not be published in any print media.
- B. **Bidders may request a clarification of** any of the issues related to the tender document up to the date indicated in the Data Sheet. All suggestions, doubts, confusions, requests for clarification, queries etc., shall be presented to GPS in writing /through emails from authentic email id to the address or Email Id indicated in the Data Sheet **latest by 05:00 PM on 27/11/2021**. After prescribed date and time, any representation in this regard shall not be considered under any condition.
- C. **The responses of GPS will only be uploaded on official** website of GPS ([www.gpolysukma.in](http://www.gpolysukma.in)) without identifying the source of inquiry **latest by 03:00 PM on 30/11/2021**.
- D. **At any time prior to the due date** for submission of bid proposal, GPS **for any reason**, whether at its own initiative, or in response to a clarification requested by prospective bidders, **may modify the tender document by issuing an amendment notice on** official website of GPS only.
- E. All prospective bidders will be notified about the amendment through official website of GPS ([www.gpolysukma.in](http://www.gpolysukma.in)) **only** and such modification(s) and/or Amendment(s) will be binding on all bidders. The amendments shall not be published in any print media.
- F. In case of **substantial change in tender document**, GPS **will publish revised tender document on official website of GPS** ([www.gpolysukma.in](http://www.gpolysukma.in)) **only** and the same shall be submitted by bidders.
- G. To give bidders reasonable time to take substantial amendment into account in their bid proposals, **GPS may at its discretion, extend the due date for the tender submission by uploading a notice on official website of GPS** ([www.gpolysukma.in](http://www.gpolysukma.in)) **only**.

### **VALIDITY**

- A. **Bid proposal** (Full descriptive particulars along with annexure and complete specifications) **shall be valid** for not less than **01 (One) Calendar year** from the due date for submission of bid proposal i.e. **up to 02/12/2022**.
- B. The proposal validity period may further be extended on mutual consent.
- C. After finalization of this tender, **approved rates shall be valid for 01 (One) Calendar year** from the date of issue of supply order; however, GPS shall have liberty to increase or decrease this validity period if needed.

### **FINANCIAL BID**

- A. Bidder shall examine the various provisions of the Central Goods and Services Tax Act, 2017(CGST) /Integrated Goods and Services Tax Act, 2017(IGST) /Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by GoI /GoCG /OSG & as amended from time to time and applicable taxes before quoting rate(s) in financial bid.

- B.** The bidder shall note that **tender is strictly on item rate basis** and shall make sure that the rates are quoted for each equipment /machinery. It is clarified that the items/quantity of items listed may vary at any time before and/or issuing supply order.
- C. Rate(s) quoted shall be valid for not less than 01 (One) calendar year** from the due date for submission of bid proposal and can be extended for next one year by mutual agreement of GPS and bidder.
- D. For Financial bid bidder shall quote: –**
- Separate rate for each individual equipment/machinery. Lump-sum rate quoted for all the equipment/machinery items (taken together) of the tender will not be accepted.
  - A single consolidated rate for complete contract period based on the payment terms specified in the tender document.
  - Rate(s) which is/are legible and free from any type of errors or ambiguity.
  - hand written using indelible ink only in ANNEXURE -09
  - Rate(s) which is/are in valid Indian currency only.
  - Rate(s) for one complete unit (including all extra but essential accessories /spares /parts /set-ups /auxiliary unit /hardware /software /power supply /cables etc which are required for successful functioning and best performance) of the equipment/machinery.
  - Rate(s) which are rounded up to next rupee value i.e. Rate should be in whole numbers only and no fractional part should be there after decimal point.
  - Rate(s) which is consolidated per unit for delivery location on door delivery basis inclusive of GST and all other applicable taxes and duties, roadworthy packing, forwarding, freight, insurance, loading/unloading, installation/commissioning, demonstration, training, training material, hardware, software or training media, all types of incidental charges and with minimum warranty of not less than 02 (Two) calendar years from the date of installation for free of cost/charge, onsite, unconditional post installation services as mentioned in tender document.
- E. During financial bid evaluation, the authority will correct arithmetical errors (if any) in quoted rate(s) on following basis: -**
- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected;
  - If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
  - The unit wise rate(s) will be rounded up to the next rupee value if it is having some fractional part.
  - Items against which no rate(s) is quoted /kept blank by the bidder will be considered as zero and will be treated as non-responsive for that particular item/equipment.

## CHAPTER -02

# SPECIAL TERMS & CONDITIONS

### BIDDER'S OBLIGATIONS

- A. Bidder shall **thoroughly know and understand GPS's requirements** of relevant equipment /machinery in terms of its available existing stock, ability to provide post installation service during complete warranty period at the doorstep of GPS, human resources, financial capability etc. GPS may require future supplies in a matching design and/or specifications.
- B. **The bidder shall be deemed to -**
  - Have satisfied himself as to the correctness and sufficiency of the accepted financial bid amount; and
  - Have quoted total accepted financial bid amount based on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters.
- C. Bidder shall be **responsible for the adequacy, stability and safety of all supplies and services** being provided at the door step of GPS during complete contract period.
- D. Bidder is **bound to supply goods without any variations /compromise /condition** in specifications /make /model /brand /quality /required features /quantity or quality to GPS.
- E. Unless otherwise explicitly stated, the **accepted financial bid amount covers all the bidder's obligations** under this tender document and all things necessary for the supply and services during complete contract period.
- F. The bidder shall **assume liability and shall indemnify the authority from every expense, liability or payment** by reason of the application of any labor law, act, rules or regulations existing or to be introduced at a future date during the term of the contract.

### GPS's OBLIGATION

- A. GPS shall strive hard for timely **release of supplier's payment** as per the payment terms.
- B. **Officer Incharge Stores is authorized by GPS to coordinate with the successful bidder** /firm in all matters related to supply and services for the successful execution of the Assignment and to be responsible for all necessary exchange of information required.

### EARNEST MONEY DEPOSIT (EMD)

- A. Any **bid proposal without EMD will be summarily rejected**.
- B. EMD shall be submitted **only in the form of Demand Draft of Nationalized Bank** in the favor of Principal, Government Polytechnic Sukma payable at Sukma, Chhattisgarh. EMD submitted in any other forms shall not be accepted.
- C. In accordance with the provision of the Chhattisgarh Store Purchase Rules- 2002, **registered MSME units having competency certificate from Department of Industry, Government of Chhattisgarh, will be exempted from EMD deposit** (Competency Certificate to be submitted with the bid proposal, in absence of competency certificate exemption will not be applicable).
- D. **EMD of bidders**, who are not short-listed for Stage-03 evaluation, **will be returned back to them only by speed post** within a period of 20 working days from the date of issue of Letter of Intent (LoI) to the Successful Bidder.

### NOTIFICATION OF AWARD & SIGNING OF CONTRACT

- A. Prior to expiry of the period of bid validity, **GPS shall notify the successful/selected bidder in writing** that his bid has been accepted and send **Letter of Intent (LoI)** for acceptance to

him.

- B. Within Ten (10) days of receipt of the LoI, the successful bidder shall submit Letter of Acceptance (LoA) seal affixed and signed** by authorized signatory to the GPS and remit the performance security in the form of Demand Draft of nationalized bank only.
- C. Extension of the time** contained in this clause shall be **at the sole discretion of the authority.**
- D. Failure** on the part of bidder **to send LoA** within the prescribed time **shall empower the authority to cancel the LoI** and take appropriate action against the said bidder including **forfeiture of the EMD** and black listing of the bidder.
- E. It shall be incumbent upon the successful bidder to pay stamp duty on the Contract and all other legal charges** for preparation of the Contract, as on the date of execution of the Contract.

### **VARIATIONS, ADDITIONS & OMISSIONS**

- A. Authority have right to alter, amend, omit, split or otherwise vary the quantum of assignment,** by notice in writing to the successful bidder.
- B. Authority at any time** order the successful bidder through written notice or email **to make Changes** within the general scope of the contract **in any one or more of the following:** -
  - Designs, standards or specifications of laboratory equipment / machinery;
  - Method of shipment or packing;
  - Related services to be provided by the supplier.
- C. The successful bidder shall carry out such variation/changes in accordance with the approved rate(s)** specified in the contract. If any such change causes an increase or decrease in the rate of equipment /machinery, or the time required for supply /service or bidder's performance of any provisions under the contract, an equitable adjustment shall be made in the approved rate(s) or in the delivery /completion schedule, or both, and the contract shall accordingly be amended by mutual agreement of GPS and successful bidder.  
**Bidder will bear all the costs/charges for amendment of contract, if any.**

### **INSPECTION**

- A. Authority or his authorized representative(s) shall be entitled** at all reasonable times **to inspect supervise and test equipment /machinery before and /or during installation and commissioning** at delivery location. Such inspection will not relieve the supplier(s) from their obligations under this contract.
- B. Equipment /Machinery may be inspected before dispatch or in transit by the authorized representatives of GPS** at the factory /warehouse /workshop **at the cost of supplier,** if desired by authority.
- C. Inspection** of the laboratory equipment/machinery shall be carried out **by DTC to check** whether the supplied goods are in conformity **with the technical specifications mentioned** in tender document for quality, specifications, performance, accuracy and standards etc.
- D. Authority's rights to inspect, supervise, test and, where ever necessary reject** laboratory equipment /machinery after the arrival at delivery location shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed / accepted by the Authority or its authorized representative(s).

### **SUCCESSFUL BIDDER'S DEFAULT LIABILITY**

- A. Successful bidder shall supply** (at the door step of GPS) **ordered goods and related services** included in the scope of supply in accordance with all (general and special) terms & conditions of this tender document.
- B. If, at any time, during performance of the contract /supply and services, bidder encounters**

Conditions causing delay in delivery of the laboratory equipment /machinery and/or performance of services, the **bidder shall promptly notify the authority in writing about fact(s) of delay, likely duration of delay and its cause(s) at the earliest.** After receipt of the bidder's notice, the authority shall evaluate the situation and may, at its discretion, extend the bidder's time for performance with or without liquidated damages, in which case the extension shall be ratified by the both the parties by amendment of the contract.

- C. If **bidder fails to furnish the performance security** and contract document with LoA within the prescribed time limit, **authority reserves the right to cancel the LoI and** apply all remedies available to him under the terms and conditions of this tender document.
- D. If any time, **after acceptance** of equipment /machinery, **GPS finds that accepted equipment / machinery is not as per specifications /make /model / brand / quality / required features /quantity mentioned in the tender document, the ultimate responsibility for satisfactory performance of the entrusted work shall rest with the supplier.**  
If in any case the successful bidder(s) does not complete the assignment as per the supply order issued, GPS may take over the task & complete the assignment at the risk and cost of successful bidder(s).
- E. **GPS may by written notice of default to the successful bidder, terminate the contract in circumstances detailed here under: -**
  - i. If in the opinion of the GPS, the successful bidder fails to complete the assignment within the time specified in the supply order or within the period for which extension has been granted by GPS to the successful bidder.
  - ii. If in the opinion of GPS, the successful bidder fails to comply with any of the provisions of the contract.
  - iii. In the event of GPS terminating the contract in whole or in part as provided in paragraph (i) Above, GPS reserves the right to engage another successful bidder or firm upon such terms and in such a manner as it may deem appropriate.  
Successful bidder shall be liable to GPS for any additional costs; any losses and/or penalty as defined under this tender document until such reasonable time as may be required for the final completion of the work.
  - iv. In the event GPS does not terminate the contract as provided in paragraph (I) the successful bidder shall continue performance of the contract, in which case he shall be liable to GPS for penalty for delay as set out in this tender document until the work is completed.

### **PERFORMANCE SECURITY**

- A. The successful bidder shall **deposit performance security @ 10% of the PAC value in the form of bank guarantee** from a schedule commercial bank and it will be retained by GPS till the end of warranty /contract period.
- B. It shall be responsibility of the successful bidder **to keep the performance security valid for a period of 60 days beyond the warranty period /contract period** of the assignment and any short fall in performance security will lead to termination of the contract.
- C. If the successful bidder **fails to remit the performance security, the EMD remitted by them will be forfeited** by the GPS and their bid shall be held void and null.

### **FORFEITING OF PERFORMANCE SECURITY**

- A. The successful bidder shall be required to give satisfactory assurance of its ability and intention to complete the assignment pursuant to given the contract, within the time set forth therein and according to the terms, conditions and specifications of contract. Failing to which, shall lead to forfeit of performance security.
- B. **The performance security may be forfeited in case of but not limited to: -**
  - Bidder fails to sign the contract within the prescribed time.
  - Bidder denies to execute assignment within validity period of the tender and/or at quoted rates and/or as per the specifications and/or for make /models /brand quoted in

the bid proposal.

- Bidder does not perform/execute the said assignment either in full or in part.
- Bidder does not supply complete working set of equipment/machinery.
- Bidder shuts down the services before the duration as agreed upon.
- Complaints with regard to performance or smooth functioning of laboratory equipment /machinery.
- Degraded or erroneous performance of laboratory equipment /machinery.
- Delay or denial in repair and/or replacement of full set up or part of laboratory equipment /machinery set up during the warranty /contract period.
- Termination of contract by authority for any breach of any terms, conditions, special conditions, obligations etc mentioned in this document /contract.

## **INSURANCE**

- A. For delivery of goods from warehouse /factory /workshop of the supplier to the delivery location, **insurance shall be obtained by the supplier at their own cost equivalent to 100% of the value of the goods on "All Risks" basis** including war risks/lock down and strikes etc.
- B. It will be the **sole responsibility of the bidder to file the claim**, if any, with the insurance company immediately after delivery of laboratory equipment /machinery at delivery location. GPS shall not bear any responsibility on this account.

## **FRAUDULENT & CORRUPT PRACTICES**

- A. **Fraudulent practice means** a misrepresentation, concealment of any facts or information in order to influence a procurement process or the execution of a contract and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial and/or non-competitive levels and to deprive the GPS of its benefits of free and open competition.
- B. **Authority will reject a bid proposal and/or disqualify the bidder**, if it determines that the **bidder has been engaged in corrupt or fraudulent practices in** competing for, or in executing contract(s).
- C. **GPS requires that bidders to observe the highest standard of ethics** during the selection process and in execution of contracts. In pursuance of this policy GPS defines the terms set forth as follows: -
  - GPS will reject a proposal for award of assignment, if at any time, it determines that the bidder recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing the contract in question; and/or
  - GPS will sanction a bidder or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such bidder or successor from participation in GPS's financed activities, if at any time, it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing the contract in question; and
  - GPS will have the right to require that, in bidder selection documentation and in contracts financed by the GPS, a provision be included requiring bidders to permit the GPS or its representative to inspect their accounts and records and other documents relating to bidder selection and of the performance of the contract and to have them audited by auditors appointed by the GPS.
- D. **Bidder shall not approach GPS officers/staff** outside of office hours and/or outside the GPS premises, from the time of the bid opening till the time contract is awarded.
- E. Any effort by a bidder to influence the GPS officers/staff in the decisions on bid evaluation, bid comparison or contract award may result in rejection of the bidder's proposal outrightly. If the bidder wishes to bring additional information to the notice of the GPS, it should do so in writing only.

## **FORCE MAJEURE**

- A. Supplier shall not be liable** for forfeiture of its performance security/ liquidated damages /termination for default /any penalty for delay or for failure to perform its obligations under the contract **for reasons of FORCE MAJEURE**, provided that supplier shall promptly submit delay notice with appropriate cause of delay to the GPS in writing within **10 days** of force majeure.
- For purposes of this Clause, "FORCE MAJEURE" means an event beyond the control of the supplier and not involving supplier's fault or negligence and which is not foreseeable. Such events may include, but are not limited to, acts of god, acts of public, acts of enemy, LWE problems, acts of government, cyclone, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, lockdowns, acts of the purchaser either in its sovereign or contractual capacity.
  - If a Force Majeure situation arises, the supplier shall promptly notify the authority in writing of such conditions and the cause thereof within **10 days** of force majeure. GPS shall verify the facts and may grant such extension as facts justify.  
Unless otherwise directed by the authority in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
  - The rights and obligations of the affected party shall be suspended to the extent they are affected by the Force Majeure. GPS shall not be liable to make any payments to the agency for it being affected on account of Force Majeure.
  - GPS reserves the right to terminate the contract if the Force Majeure continues for more than 15 (Fifteen) days at a stretch.

## **SETTLEMENT OF DISPUTES THROUGH ARBITRATION**

- A. Any dispute or difference** including those considered as such by only of the parties arising out of or in connection with the contract or the execution of the assignments shall be to the extent **possible be settled amicably between the parties only.**  
**If amicable settlement cannot be reached, then all disputed issues shall be settled by arbitration.**
- B. If a dispute of any kind whatsoever arises between the GPS and bidder** in connection with, or arising out of, the contract or the execution of the assignments or after their completion and whether before or after the repudiation or other termination of the contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, **the matter in dispute shall be settled by arbitration** in accordance with the Indian Arbitration and Conciliation Act, 1996 or any statutory amendment thereof.
- C. Arbitration proceedings shall be held at SUKMA (CG) and the language** of the arbitration proceedings and that of all documents and communications between both the parties shall **be English only.**
- D. All arbitration awards shall be in writing** only and shall state the reasons for the award clearly.

## **CONFLICT OF INTEREST**

- A. Authority requires selected bidders** under contract provide professional, objective, and impartial advice and at **all times hold the GPS's interest's paramount, avoid** conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- B. Bidders shall not be engaged** for any assignment that would be in conflict with their prior or current obligations to any other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of GPS.  
Without limitation on the generality of the foregoing, **bidders and any of their associates considered to have a conflict of interest shall not be engaged under any of the circumstances set forth below: -**
- If a bidder combines the function of service(s) with those of contracting and/or supply of

- equipment / machinery; or
- If a bidder is associated with or affiliated to a bidder or manufacturer as a sub-bidder; or
- If there is a conflict among prior or current assignments, the bidder (including its personnel) and any subsidiaries or entities controlled by him, such bidder shall not be engaged for the award of assignment.

## **TERMS OF PAYMENT**

- A. All taxes as applicable on date of invoice including GST shall be payable by the bidder.** The rate quoted by bidder shall be deemed to have included all the applicable taxes. The supplier shall be responsible for deposition of applicable GST to the concerned authorities.
- B. Mandatorily GSTIN mentioned invoice** shall be submitted by supplier **in 04 (Four) copies** supported by necessary documents /test certificates, duly signed and seal affixed Manufacturer's/Supplier's warranty certificate for each equipment /machinery, delivery challans etc, without which payment shall not be released by GPS.
- C. All payments** to the bidder shall be **subject to taxes as applicable from time to time.**
- D. GPS shall deduct** Statutory TDS for Income Tax, GST and any other applicable taxes (if any) as per the rules/ provisions and same shall be deposited with the appropriate authority.
- E. No advance payment** will be done under any condition.
- F. Payment shall be released only after all of the following conditions are fulfilled by supplier: -**
  - Successful supply, installation and commissioning of the equipment/machinery to the satisfaction of DTC.
  - Completion of free of cost training and/or demonstration for operation/maintenance of the equipment /machinery to the officers/staff of GPS at delivery location to the satisfaction of DTC.
  - DTC submits delivery report about satisfactory installation, training and performance of the equipment/machinery to authority.
- G. Claims for escalation /increased rate(s) by supplier shall not be accepted and paid** for extended period of contract.
- H. Each of the work in the scope of supply order shall be paid through cheques** in the following stages consistent with the work done as agreed upon, and payment shall be adjusted against the final amount payable: -

## **CERTIFICATES NOT TO AFFECT RIGHTS OF GPS**

The issuance of any certificate by GPS or any extension of time granted by GPS shall neither prejudice the rights of GPS in terms of the contract nor shall they relieve the successful bidder of his obligations for due performance of the contract.

## **LAWS GOVERNING CONTRACT**

The bid document /resultants contract will be interpreted under Laws of India only and subjected to Sukma (Sukma), Chhattisgarh jurisdiction only.

## **LANGUAGE AND MEASURES**

**All documents pertaining to the contract** including specifications, annexure, schedules, notices, correspondences, operating and maintenance instructions, drawings or any other technical literature **shall be in English language only.**

**The metric system of measurement shall be used in this contract.**

## **CORRESPONDENCE / COMMUNICATIONS**

- A. All the communication** between bidder and authority/GPS **shall be in writing only.**  
Notice sent by electronic (email) or any other means shall be effective only on confirmation of the transmission. Notice sent by registered post or speed post shall be effective on delivery only.
- B. Any notice to the successful bidder** under the terms of the contract **shall be served by registered/speed post to the registered/local office of** the successful bidder and copy to the successful bidder's Head Office if any.
- C. Any notice to GPS shall be served to Principal, Government Polytechnic, Sukma** by registered post or speed post only.

## **SECRECY**

- A. Bidder shall treat the details of the contract as private and confidential,** save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without prior written authorization from GPS.
- B.** If any dispute arises as to the necessity of any publication or disclosure for the purpose of the contract the same shall be referred to the authority whose decision shall be final and binding.
- C.** Bidder or his representative should neither disclose the data of assignment nor sell the data or use it for commercial exploitation or research work without the prior written authorization from GPS.

## **AGREEMENT**

The successful bidder shall have to enter into CONTRACT with the GPS within **10 days** from the receipt of LoI from GPS.

## **DECLARATION OF CONFLICT OF INTEREST**

The bidder hereby declares that nobody connected with or in the employment of GPS is not/shall not ever be admitted as partner in the contract.

## **BID REJECTION**

If financial bid of a bidder has been opened on the basis of technical bid of a bidder which has been determined to be substantially responsive to the bidding document and in latter stage it is found that bidder does not meet the eligibility criteria or the technical bid is found substantially non- responsive, GPS reserves rights to reject such bid of a bidder any time.

**CHAPTER -03****SCOPE OF ASSIGNMENT****SCOPE OF SERVICES**

- A. The role /responsibility of the successful/selected bidder would include all the necessary tasks to execute the assignment as per the bid proposal provided as part of tender document but not limited to this document and as per the specifications given at **ANNEXURE -08** of this document.
- B. The successful bidder is required to execute and submit the contract duly signed and witnessed to GPS along with the letter of acceptance (LoA). It should be noted that in the event of failure to submit contract duly filled in within the stipulated period, i.e. 10 (Ten) days from the date of LoI, entire amount of EMD /Performance Security is liable to be forfeited and purchase order may stand cancelled. If supply has been made in the meanwhile, it will be at the risk and responsibility of the supplier.
- C. The successful bidder shall supply laboratory equipment /machinery at delivery location on specified date & time given by GPS.
- D. The quoted rate(s) of all laboratory equipment /machinery shall be consolidated per unit rate for delivery location on door delivery basis inclusive of GST, all other applicable taxes, duties and all types of incidental charges (if any) and with minimum warranty of not less than 02 (Two) calendar years from the date of installation free of cost/charge, onsite, unconditional post installation services as mentioned in tender document.
- E. The services ancillary to the supply of the laboratory equipment /machinery such as transportation, insurance, registration, roadworthy packing, forwarding, freight, insurance, loading/unloading, installation/commissioning, demonstration, training, training material, hardware, software or training media etc. and any other incidental services, such as installation, provision of technical assistance, demonstration/training etc. shall be the sole responsibility of the bidder.
- F. The bidder shall provide proper and damp proof packing of the laboratory equipment/machinery as is required to prevent their damage or deterioration during transit to delivery location.
- G. The bidder has to provide same/similar brand and goods of equivalent quality which is/are approved by purchase committee of GPS.
- H. The supply, acceptance, rejection, returning back of goods for whatsoever reasons shall be free at delivery location in GPS campus and will not attract any extra cost to authority.

**DELIVERY DOCUMENTATION**

- A. Delivery of the goods shall be made within 15 (Fifteen) days from the date of purchase order.
- B. Within 24 hours of dispatching of goods from go-down/factory/workshop, the bidder shall notify the authority and the insurance company by e-mail the full details of the goods and following documents :-
  - In the event of the order, supplier who is OEM will be required to furnish a certificate to the effect that they are manufacturers of such and such make whereas the Authorized Dealer /Supplier /Agency /Distributor /Stockiest will be required to furnish authorization certificate from OEM. No equipment without this certificate will be accepted.
  - Copies of the invoice with explicitly mentioned GST and IT details, bank account details including IFSC number, goods' description, quantity, unit price & total amount etc;
  - Insurance certificate, if any;
  - Duly signed and seal affixed Manufacturer's/Supplier's warranty certificate;
  - Inspection certificate issued by the nominated inspection agency, if any;
  - In case of imported machinery bill of clearance is required;
  - Two copies of the packing list identifying the contents of each package;

- C. The above documents should be received by the authority before arrival of the goods and, if not received, the purchase order may be cancelled partially/fully or penalty may be imposed on supplier at the discretion of authority.
- D. Supplier must supply illustration/working/operating/maintenance instructions and manuals, Trainers, Software and/or Hardware necessary for successful execution of the equipment/machinery, erection/wiring/circuit/assembly details, and any other technical literature for supplied equipments /machinery. These shall be in such details as it will enable the authority or staff of GPS to operate, maintain, adjust and repair all parts of the works as stated in the specifications.

### **INSTALLATION & DEMONSTRATION**

- A. The supplier is required to do the installation and demonstration /training for the equipment/machinery free of cost/any charges within 10 (Ten) days of the arrival of goods at the delivery location in GPS campus otherwise, the penalty shall be charged as per penalty clause.
- B. In case of any loss or damage to equipment /machinery and other supplies during the carriage/transit of supplies from the source location to the installation site i.e. Delivery location or at the time of installation or demonstration, the supplier has to replace it with new equipment/supplies immediately at his own risk and cost within 10 (Ten) days of the arrival of goods at the delivery location in GPS campus.
- C. Authority will not be responsible for any loss or damage to the equipments /machinery during transit and/or installation and demonstration irrespective of the fact that they are insured or not insured or delivery is ex- go down or factory station.
- D. Supplier will settle his claim with the insurance company as per his convenience. GPS will not be liable to any type of losses in any form.

### **WARRANTY PERIOD AND POST INSTALLATION SERVICES**

- A. The successful bidder shall **guarantee onsite free of cost/charge post installation services** (Replacement and/or repair) as and when required during the assignment period.
- B. The equipments /machinery supplied by the successful bidder shall be warranted for satisfactory operation and/or performance and against any defect in material and workmanship including mechanical /Physics /electronic components /parts /spares /accessories /set-ups for a period of not less than **02 (Two) calendar year**, from the date of commissioning.
- C. The selected bidder shall provide **minimum three free services** during the warranty period of **02 (Two) calendar year**.
- D. **Duly signed and seal affixed warrantee certificates/cards shall be furnished** to the authority for supplied equipments/machinery. Also supplier shall provide the documents relating to warranty and defect liability.
- E. The **warrantee period shall be extended by the period during which the equipment/machinery remains non-operative** due to reasons within control of the supplier.
- F. The **warrantee must be free of cost/charge, unconditional, onsite warrantee and the successful bidder shall be responsible for replace/repair the defective equipment/machinery or rectify defect positively within 15 (Fifteen) days** upon written notice from GPS failing to which the equipment/machinery will not be accepted and performance security will be forfeited either in full or in part at the discretion of authority. However authority may condone the delay in deserving cases at its discretion.
- G. Supplier shall be responsible to **take back the defective equipment/machinery and replace it within 10 (Ten) days** at his own cost and risk.

## EXTENSION OF THE TIME

If the completion of installation is delayed due to any reason beyond the control of the successful bidder, the successful bidder shall promptly inform to the GPS in writing of his claim for an extension of time. GPS on receipt of such request may or may not agree to extend the contract/delivery date of assignment as may be reasonable but without prejudice to other terms and conditions of the contract.

## REJECTION OF GOODS

- A.** In the event of any of the supplied equipment /machinery is found defective in material /workmanship /performance or quality compromised or otherwise, and/or not in conformity with the requirements /standards /specifications of this tender document, GPS by written notice shall inform the supplier to rectify the same within **15 (Fifteen) days** from the date of receiving of goods at delivery location.  
Failing to which the GPS may:-
- Reject the supplied equipment /machinery and it may be returned back to supplier at his own cost and risk.
  - Suspend the contract if the bidder fails to perform any of its obligations under this Contract (including the carrying out of the post installation services)
  - Performance security and/or EMD shall be forfeited in full.
  - Impose penalty for such rejection up to the 50% cost of the PAC.
- B.** The successful bidder on receipt of such notices shall rectify or replace the defective equipment /machinery in full and/or part without compromising the performance /warranty at free of cost within 15 (Fifteen) days from the date of notice. If the successful bidder fails to do so GPS may :-
- Not accept the equipment /machinery if sent back to supplier for repairs /maintenance.
  - At its option replace or rectify such defective equipment /machinery and recover the actual cost involved for the said purpose from the supplier plus **25%** service charges of the cost of such rectification/replacement, from the supplier and/or terminate the contract for balance work /supplies with enforcement of penalty as stated above.
  - Defective materials /workmanship will not be accepted under any conditions and shall be rejected outright without compensation. The successful bidder shall be liable for any loss /damage sustained by GPS due to defective work with enforcement of penalty as stated above.

## PENALTY FOR DELAY IN COMPLETION OF CONTRACT

- A.** If Authority is not satisfied regarding the genuineness of delay in the supply, installation and commissioning of the equipments /machinery or any extension granted thereto, bidder shall be liable to pay per week penalty of **Two percent (2%)** of the PAC excluding GST/any other applicable tax for every delayed equipment /machinery. For this purpose, the date of taking over shall be reckoned as the date of completion. The total penalty shall not exceed **Ten Percent (10%)** of the PAC. The penalty shall be recoverable from the performance security /invoice provided by the supplier.
- B.** The delivery period given in purchase order will be the date of submission of delivery report by DTC and not the date of dispatch of the equipment by the supplier or date of receiving equipment at delivery location.
- C.** In case of delay in delivery of goods, GPS reserves the right to terminate the contract and get all the jobs and/or delayed jobs completed through another agency of its choice. Any extra expenditure that GPS will have to incur for completion of the balance job/s through another agency on account of higher rates quoted by the agency shall be recoverable from the performance security /invoice provided by the supplier. Moreover, GPS shall be entitled to all other legal proceedings as may be required for shortfalls in recovery.
- D.** If bidder fails to carry out installation /demonstration within **10 (Ten) days** of supply of equipments at GPS, the Authority shall levy a penalty of Rs. 500 per day.
- E.** If bidder fails to replace defective items within **15 (Fifteen) days** of intimation by GPS the

Authority shall levy a penalty of Rs. 1000 per day.

- F. The decision of Authority regarding the reasons for delay, if any, completion of the supply /services shall be final and binding on the bidder.

### **PENALTY DUE FROM THE SUCCESSFUL BIDDER**

All costs of damages and delays for which the successful bidder is liable to the GPS will be deducted from any money due to the successful bidder including the performance security and/or bill/s to be paid for any assignment under GPS.

### **NON-ASSIGNMENTS**

- A. The successful bidder shall not assign /transfer /sub-contract the supply orders issued as per this contract or any part thereof to any third party without the prior approval of GPS.
- B. If successful bidder transfers /assigns /sublets full or any part of work allocated to him without prior permission from GPS in writing to any third party shall be liable to debar /black listed from any Tender/ Financial Activity of GPS till further orders.

### **TERMINATION OF THE CONTRACT**

- A. In case the bidder commits breach of any or all conditions of the contract, GPS without prejudice to any other remedy for breach of contract, will have the right to cancel /terminate the contract in whole or in part by written notice within **07 (Seven) days**.  
Breach of contract includes, but not limited to the following:-
- If the successful bidder fails to deliver any or all of the goods within the period(s) specified in the order, or within any extension thereof granted by the GPS; or
  - If the successful bidder fails to perform any other obligation(s) under the Contract. or
  - If the bidder, in the judgment of GPS has engaged in corrupt or fraudulent, undesirable practices or has made any misrepresentations etc at any stage of the bidding process, selection or during the execution of the contract.
- B. Without prejudice to any action that may be taken by GPS for non performance or short performance or breach etc, in the event the GPS terminates the contract either in whole or in part, it may procure, upon such terms and in such manner, as it deems appropriate, goods or services similar to those undelivered or short delivered or unperformed services or performed unsatisfactory services as per the quality and standards desired, and the bidder shall be liable to the GPS for any excess costs for such similar Goods or Services. However, the bidder shall continue the performance of the contract to the extent not terminated.

### **NO CLAIM CERTIFICATE**

The Bidder shall not be entitled to make any claim, whatsoever, against the State Government /GPS, under or by virtue of or arising out of this contract, nor shall the State Government /GPS entertain or consider any such claim if made by the bidder.

Bidder shall sign a "No Claim" Certificate in favor of the State Government /GPS within 10(Ten) Days of the supply and services are finally accepted by GPS.

**I/We have read all the terms and conditions detailed in chapters 01 to 03 & accept to comply with it in total.**

Authorized Signature [In full and with date]:  
Name and Title of Signatory:  
Designation:  
Name of Firm:

**ANNEXURE – 01****TECHNICAL PROPOSAL SUBMISSION LETTER**

(Proposal must be submitted only on the official letter head of the Firm)

[Location, Date]

To,

**The Principal,**

Government Polytechnic, Sukma

At Kumharras, Sukma, Malkangiri Road

Tah-Sukma Dist -Sukma – 494111 (C.G.)

Dear Sir,

We / I, the undersigned, offer to **Supply, Installation, Commissioning of Laboratory Equipments at Government Polytechnic, Sukma, Chhattisgarh**, as per the guidelines, terms & conditions mentioned in NIT No./GPS/Store/Tender-PH/2021/298, Sukma, Dated 30.10.2021. We/I are/am here by submitting our Proposal which includes the Technical Proposal i.e. **ANNEXURE – 08**.

The enclosed technical proposal includes the authority document of the Authorized Signatory and Consent letters in Original. **(We are submitting our Proposal in association with: [Insert the list of partners Member with full name and address of each associated Consultant])**

We/I confirm that we/I are qualified as per the Pre-Qualification Criteria specified in tender document. We/I hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it would lead to my/our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e. One Hundred & Eighty (180) calendar days from the last date of proposal submission, we/I undertake to negotiate without any alteration in the staff proposed for the assignment. Our/My Proposal is binding upon us/me and subject to the modifications resulting from Contract negotiations.

We/I undertake, if our/my proposal is accepted, to initiate the services related to the assignment not later than a week from the date of issue of Letter of Intent (LOI).

Thanking You,

Yours Sincerely,

Authorized Signature [In full and with date]:

Name and Title of Signatory:

Designation:

Name of Firm:

**ANNEXURE – 02****PROFILE OF THE BIDDER**

Sr.	Particular	
01	Full Name and Complete Postal Address of Bidder	
02	Full Name and Complete Postal Address of the Firm	
03	Type of firm: (Partnership deed/MoAAoA/ Society registration as applicable shall be attached)	Proprietary/ Partnership/ Pvt Ltd /Public Ltd Company/ Society/NGO
04	Year of Incorporation/ Registration number (Incorporation certificate / Registration details as Applicable shall be attached)	
05	Communication Details	
	Complete Postal Address of Head Office	
	Complete Postal Address of Local Office (if Any)	
	Mobile Number(s)	
	Landline Number(s)	
	Fax Number(s)	
	Email id	
	Website	
06	Nature of Business	1. OEM with manufacturing facility in India 2. Authorized Dealer /Supplier /Agency /Distributor /Stockiest of OEM)
07	Firm PAN Card (attach a copy)	
08	GST Registration(attach a copy)	
09	Confirm whether Bidder is Manufacturer	Yes/No
<b>Only OEM has to give following particulars</b>		
10	Full Name and Complete Postal Address of factory	
11	Year of starting manufacturing	
12	Whether same/similar materials Manufactured earlier (if yes, give reference)	
13	Yearly/monthly production capacity	

14	Maximum yearly production achieved so far	
<b>Only Authorized Dealer /Supplier /Agency /Distributor /Stockiest of OEM has To give following particulars</b>		
15	Full Name and Complete Postal Address of the Firm	
16	Year of association with OEM (Authorization Certificate shall be attached)	
17	Yearly Turnover	
<b>Only SSI Unit of Chhattisgarh State has to give following particulars</b>		
18	Whether the firm is SSI Unit of Chhattisgarh State If yes, write registration No.	Yes/No
19	Whether documentary evidence Regarding registration enclosed	Yes / No
20	List of registered Items (Attach list)	
22	Validity Period of registration	
23	Whether latest copy of Competency Certificate furnished	Yes/No

**Note:-**

- Non disclosure or hiding of information /providing wrong or erroneous or false information /non-acceptance of any of the terms and conditions of tender shall result into the disqualification of the firm.
- Change of the name of company or firm shall be supported by legal resolution as per applicable norms.

Authorized Signature [In full and with date]:  
 Name and Title of Signatory:  
 Designation:  
 Name of Firm:

**ANNEXURE – 03****PROFORMA OF GENERAL POWER OF ATTORNEY****(To be submitted in ORIGINAL)****(Notarized and executed on non-judicial stamp paper of ₹ 100/- or above)****GENERAL POWER OF ATTORNEY**

Be it known all to whom it concerns that: -

Mr./ Ms/ Mrs. .... S/o OR D/o OR W/o .....

.....Residing at .....

Mr./ Ms/ Mrs. .... S/o OR D/o OR W/o .....

.....Residing at .....

Mr./ Ms/ Mrs. .... S/o OR D/o OR W/o .....

.....Residing at .....

I/We all the Partners/Directors/Board members/ trustees/ Executive council members' /proprietors/ Leaders of M/S -----having its registered office at-----  
 -----hereby appoint Mr./ Ms/ Mrs. S/o OR D/o OR w/o ..... residing  
 at \_\_\_\_\_ as my/our attorney to act my/our name and on behalf and sign and execute  
 all Documents/ Agreements binding the firm for all contractual obligations (including  
 reference of cases to arbitrators) arising out of contracts to be entered into by the company/  
 Corporation/ society/ trust/ firm with, **Government Polytechnic, Sukma, Chhattisgarh**  
 in connection with NIT No./GPS/Store/Tender-PH/2021/298, Sukma, Dated 30.10.2021 for the  
**Supply, Installation and Commissioning of Laboratory Equipments at Government  
 Polytechnic, Sukma, Chhattisgarh**, due for opening on 02/12/2021.

In short, s/he is fully authorized to do all, each and everything requisite for the above  
 purpose concerning M/s \_\_\_\_\_ and I/We hereby agree to confirm and ratify his/her  
 all and every act of this or any documents executed by my/our said attorney within the  
 scope of the authority hereby conferred on him/her including references of cases to  
 arbitration and the same shall be binding on me/ us and my/ our company/ Corporation/  
 society/ trust/ firm as if the same were executed by me/ us individually or jointly.

Signatures and Name of the Partners  
 /Directors/Board members/trustees/  
 Executive council members/  
 proprietors/ Leaders

Witness (with address)

- 1.
- 2.
- 3.

**ATTESTED ACCEPTED**

Signature: (Seal and Signature of authorized signatory of Tender offer for the company/  
 Corporation/ society/ trust/ firm)

**ANNEXURE – 04****AFFIDAVIT ABOUT UNDERTAKING BY BIDDER****(To be submitted in ORIGINAL)****(Notarized and executed on non-judicial stamp paper of ₹ 100/- or above)**

Name of the firm..... through its authorized signatory Mr./Ms/Mrs.  
 .....S/o or D/o or W/o .....  
 .....aged.....years.....resident of ..... (Complete postal address.....)  
 (for and on behalf of), do hereby and herewith solemnly affirm /state on oath about Tender submitted in response to Notice Inviting Tender No .....of Govt. Polytechnic, Sukma that: -

- A. All documents and Information's furnished in tender document, all annexure and supporting documents are complete, correct and true in all respects to the best of my knowledge and belief.
- B. I have not suppressed or omitted or hid any information as is required.
- C. I am/we are/none of our partner or director is never blacklisted or debarred or terminated by Govt. of India /Other State Govt. / Chhattisgarh State Govt. Departments/Semi Govt. Departments and/or organizations(CG & Other Govt.) / Any institutes of national importance /Universities /Any client in India.
- D. At present date there are No judgment, claim, arbitration proceeding or suit pending or outstanding against the firm or its officers at any court of India.
- E. The firm never filed any law suits or requested arbitration with regard to any contract within the last five years. (1<sup>st</sup> April 2016 Onwards)
- F. Bankruptcy was never filed by the firm /its subsidiaries /its parent companies.
- G. The firm was never cited by any regulatory agency for a safety violation in the last five years. (1<sup>st</sup> April 2016 Onwards)
- H. I hereby authorize Officials of Government Polytechnic, Sukma -494111, and Chhattisgarh to get all the documents verified from appropriate source.
- I. I have read carefully and examined the notice inviting tender, general rules and terms and conditions of the contract, special conditions, all annexure and other documents and rules referred to in the tender document for the Supply, Installation, Commissioning of Laboratory Equipments/Machinery at Government Polytechnic, Sukma – 494111, Chhattisgarh.
- J. I hereby tender my rates for the execution of the work for Government Polytechnic, Sukma -494111, Chhattisgarh as specified within the time stipulated in the tender document in accordance with all aspects with the specifications, designs, drawings and instructions with such conditions so far as applicable.
- K. I agree to keep the tender valid for **One Hundred & Eighty (180) calendar days** from the due date of submission thereof and not to make any modifications in its terms and conditions.
- L. A sum of **₹ 14,000/-** (in words Rupees Fourteen Thousand Only) is hereby forwarded as **Earnest Money Deposit** in the form of Demand Draft. If I/We fail to commence or complete the sanctioned order in specified time or fail to fulfill any condition of tender document, I/We agree that the GPS shall, without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money Deposit absolutely.  
 The said Earnest Money Deposit shall be retained by Government Polytechnic, Sukma -494111, Chhattisgarh towards performance security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be required by GPS.
- M. I/we hereby declare that I/we shall treat the all documents related to this tender and other records connected with this work as private and confidential and shall not publish /disclose /sell the same or any particulars like information derived from

tender documents or supply order for any commercial exploitation or research work OR use the information in any manner prejudicial to the safety of Government Polytechnic, Sukma -494111, Chhattisgarh /State Government of Chhattisgarh without the previous consent in writing of the authority.

- N. I/we shall abide to all the laws and shall be responsible for making payments of all the taxes, duties, levies and other Govt. dues etc. to the appropriate authorities.
- O. My/our Firm's GST Registration No. is \_\_\_\_\_ & The PAN No. under the Income Tax Act is \_\_\_\_\_.
- P. I/we shall be responsible for the payment of the respective taxes to the appropriate authorities and should I/we fail to do so, I/we hereby authorize Government Polytechnic, Sukma -494111, Chhattisgarh authorities to recover the taxes due from us and deposit the same with the appropriate authorities on their demand.

Deponent

(Signature of the Authorized signatory)

Name and designation of the of the Authorized signatory)

Authorized signatory/for and on behalf of.....

..... (Affix seal)

#### VERIFICATION

I ..... do hereby affirm that the contents stated In Para A to P above are true to the best of my knowledge and belief and are based on my / our record.

Verified that this ..... date of 2021 .....at (place)  
Notary with date.

Deponent ( )

Authorized signatory/for and on behalf of

..... (Affix seal)

**ANNEXURE – 05****Certificate for TDF and EMD**

I/We have attached Tender Document Fees and EMD (Bid Security) in the form of Demand Draft of Nationalized Bank in the favor of Principal, Government Polytechnic, Sukma – 49411 payable at Sukma, Chhattisgarh as per the following details:-

<b>S. No.</b>	<b>Description</b>	
1.	<b>Non Refundable Tender Document Fee of ₹1,000/-</b>	
	Demand Draft No	
	Dated	/ /2021
	Name of Branch	
	Name of Branch	
2.	<b>Earnest Money Deposit of ₹ 14,000/-</b>	
	Demand Draft No	
	Dated	/ /2021
	Name of Branch	
	Name of Branch	

I/We Agree to following terms and conditions regarding Tender Document Fees and/or EMD:-

- A.** Tender fees and EMD will be acceptable only in the form of Demand Draft of Nationalized Bank in the favor of Principal, Government Polytechnic, Sukma payable at Sukma, Chhattisgarh.
- B.** If bidder submits Tender Document Fees and EMD in any other form than described in point on above then bid will be rejected out rightly.
- C.** DD must be valid for minimum next 90 days from the date of issue.
- D.** Tender fees is non refundable.
- E.** EMD shall be returned back to the unsuccessful bidders by speed post only after issue of Letter of Intent (LoI) to the successful bidder.
- F.** EMD submitted by the successful bidder shall be converted to a part of Performance Security and shall be retained by Government Polytechnic, Sukma.
- G.** EMD shall be forfeited either in full or in part, at the discretion of Authority on account of one or more of the following reasons :-
  - If any information or document furnished by the bidder turns out to be misleading/ forged /incomplete or untrue in any material respect.
  - If it is found that bidder has been black listed or barred by any of past clients.
  - If it is found that bidder has indulged into fraudulent and/or corrupt practices.
  - If bidder withdraws/amends their bid in any respect during the period of bid validity.
  - Bidder does not respond to requests for clarification regarding proposed Bid.
  - Bidder fails to co-operate in the Bid evaluation process, and
- H.** In case of a successful Bidder, EMD shall be forfeited either in full or in part, at the discretion of Authority if successful bidder fails to comply one or more of the following :-
  - To execute the prescribed Contract Agreement on their quoted rates within the stipulated time or any extension thereof provided by authority.
  - To furnish Performance Security in prescribed form within stipulated time.
  - To execute assigned works within stipulated time or any extension thereof provided by authority
- I.** Authority's decision regarding forfeiture of EMD will be final and binding on the firm.
- J.** No interest shall be paid on EMD and performance security.

Authorized Signature [In full and with date]:  
 Name and Title of Signatory:  
 Designation:  
 Name of Firm:

**ANNEXURE – 06****FORMATS FOR CERTIFICATE OF AVERAGE TURNOVER****(On CA's Official Letter Head)**

TO WHOM SO EVER IT MAY CONCERN

On the basis of verification of books of accountants and other documents produced before me/us and maintained by the Firm, I/we certify that M/s ..... is engaged in Supplying/ manufacturing of Laboratory Equipments /Machinery.

This is to certify that they have turned over from manufacturing/ supplying of Laboratory Equipments / Machinery in the last three consecutive financial years ending on **31st March, 2021**. (I.e. for FY 2018-19, 2019-20 and 2020-21) as follows:-

<b>Sr.</b>	<b>Financial Year</b>	<b>Turnover from supplying/manufacturing of Laboratory Equipments / Machinery (In INR)</b>
<b>01</b>	2018-19	
<b>02</b>	2019-20	
<b>03</b>	2020-21	
<b>Average of 03 consecutive FY</b>		

UDIN for this certificate is \_\_\_\_\_

Signature and Seal of CA

**ANNEXURE – 07****FORMAT FOR EXPERIENCE CERTIFICATE****(On CA's Official Letter Head)****TO WHOM SO EVER IT MAY CONCERN**

On the basis of work completion certificates and other relevant documents produced before me/us and maintained by the Firm, I/we certify that M/s ----- have Supplied **Laboratory equipments /Machinery** in last three consecutive financial years ending on **31st March, 2021**. (I.e. for FY 2018-19, 2019-20 and 2020-21) as per following details:-

<b>S. No.</b>	<b>FY of Supply</b>	<b>Name of Client/ Buyer</b>	<b>Total Cost of Supply / Contract in INR</b>	<b>No. of Laboratory Equipments /Machinery supplied</b>
01				
02				
03				
04				
05				

This is to certify that above details are based on work orders along with work completion certificates from same client/buyer produced by the firm and any document (like work order / LoI/ LoA) which is not supported by work completion certificate from same client/buyer has not been considered for this purpose.

UDIN for this certificate is \_\_\_\_\_

**NOTE:**

- A.** Each of the listed works shall be supported with the copy of work order & Work completion certificate. **Work order should clearly indicate the number of Laboratory equipments/ Machinery supplied.**
- B.** **Work/Supply order, LoI /LoA etc., will not be acceptable under any conditions** unless and until supported by completion certificate from the same buyer.
- C.** **Work/Supply order along with work completion certificate will be considered only i.e.** Work orders not supported with work completion certificate will not be considered under any conditions.
- D.** Non-disclosures of any information related to work/supply order specified above will result in disqualification /black listing of the firm.

Signature and Seal of CA

**TECHNICAL BID****ANNEXURE -08****:: List of Laboratory Equipment/ Machinery for Physics Department::**

<b>Equipment/ Machinery Code</b>	<b>Name of the Equipment / Machinery</b>	<b>Detailed Technical Specifications</b>	<b>Deviations if any</b>	<b>Technical Literature in support of offered specifications and/or Deviations</b>	<b>Technical Literature in support of offered specifications and/or Deviations</b>	<b>Technical Literature in support of offered specifications and/or Deviations</b>
<b>PH 01</b>	<b>Vernier Callipers (0.1mm)</b>	<ul style="list-style-type: none"> <li>• Stainless steel body,</li> <li>• Range: 0-150mm,</li> <li>• Resolution: 0.1 mm</li> </ul>				
<b>PH 02</b>	<b>Vernier Callipers (0.05mm res)</b>	<ul style="list-style-type: none"> <li>• Stainless steel body,</li> <li>• Range: 0-150mm,</li> <li>• Resolution:0.005</li> </ul>				
<b>PH 03</b>	<b>Screw gauge (0.01mm)</b>	Stainless steel spindle and ratchet top brass body with Satin chrome finish. Graduated to read up to 25mm in 0.01mm divisions with screw pitch of 0.5mm, ratchet lock nut				
<b>PH 04</b>	<b>Screw gauge (0.005mm)</b>	Stainless steel spindle and ratchet top brass body with Satin chrome finish. Graduated to read up to 25mm in 0.005 mm divisions with screw pitch of 0.5mm, ratchet lock nut				

<b>PH 05</b>	<b>Spherometer</b>	Brass double disc superior quality, stainless steel legs and screw 1/100 mm pitch each.				
<b>PH 06</b>	<b>Simple Pendulum apparatus for determine “g”</b>	200 mm diameter metal wheel mounted with fixed stand and a meter scale, stop watch to measure time. steel case fly back action least count 1/10th or 1/5th of second				
<b>PH 07</b>	<b>Stoke's Law apparatus</b>	Glass tube (~1-inch diameter and length ~ 1 m) with Stand, timer, steel sphere (radius 1cm, 0.5cm, 0.25cm), glass beads, U type magnet, stop watch to measure time. steel case fly back action least count 1/10th or 1/5th of second				
<b>PH 08</b>	<b>Glycerine</b>	5 Litter with Container (Useable for Lab only)				
<b>PH 09</b>	<b>Surface tension set up</b>	Travelling microscope with horizontal and vertical movement (LC 0.001 cm) with cross line pointer, capillary tube, Glass beaker, pin fixed on adjustable stand				
<b>PH 10</b>	<b>Glass slab</b>	Rectangular, all sides polished, made from slightly greenish glass free from bubbles, 75*50*18 mm				
<b>PH 11</b>	<b>Drawing board</b>	Soft wooden drawing board, 1.5ft x 2.0ft (able to clamp all pin)				

<b>PH 12</b>	<b>Ohm's law apparatus</b>	Box type with D.C meter to verify ohm's law with fitted ammeter & voltmeter.				
<b>PH 13</b>	<b>Post Office Box</b>	Complete set in polished wooden box, split brass contact blocks holding precision cut, interchangeable plug having moulded black fluted tops. Coils of constantan wire with 4 pair of ratio arms.				
<b>PH 14</b>	<b>Meter Bridge (Wheatstone Bridge)</b>	Sun mica top, two gap type having lock type terminals with pencil jockey				
<b>PH 15</b>	<b>Deflection magnetometer</b>	Wooden base length~ 1 m, magnetic compass, meter scale and magnets				
<b>PH 16</b>	<b>Bar magnet</b>	Alnico size 3"- 4"				
<b>PH 17</b>	<b>Potentiometer</b>	10K Ohm 500mW Linear Slide Potentiometer. About 10m wire of Magazine and constantan with high Resistivity and low temperature coefficient stretched on a wooden board attached with a meter scale and pencil jockey.				
<b>PH 18</b>	<b>Dc Eliminator</b>	Dc eliminator 3 volt to 12volt Varying				
<b>PH 19</b>	<b>Leclanche Cell</b>	3 Volt capable				

<b>PH 20</b>	<b>Daniel Cell</b>	3 Volt capable				
<b>PH 21</b>	<b>Photoelectric apparatus</b>	Includes photo cell, light sources, voltmeter , ammeter				
<b>PH 22</b>	<b>Diode laser</b>	Power 5 mW, randomly polarized				
<b>PH 23</b>	<b>Metallic Optical bench</b>	1.50 meter length with lens and pin holder				
<b>PH 24</b>	<b>Half circle Prism</b>	Half circle type, all sides polished, made from slightly greenish glass free from bubbles, 2 cm radius				
<b>PH 25</b>	<b>Optical bench for determine Numerical aperture of Optical Fibre</b>	Aluminium extruded rail type optical bench 1 meter long, laser diode with power supply, kinematic mount, fibre holder, optical fibre one meter long, objective 10x or 20x, screen.				

**Certified that: -**

- A.** Except aforesaid deviations, the entire order, if placed, with us shall be executed in accordance with your specifications and other term and conditions.
- B.** Variation/deviations etc. if found, elsewhere in our offer should not be given any considerations while finalizing the tender.

Place:

Authorized Signature [In full and with date]:

Name and Title of Signatory:

Designation:

Name of Firm:

Seal of Firm

**ANNEXURE – 09****FINANCIAL BID****(For supply, installation and commissioning of Laboratory Equipment/machinery for Physics Department)**

As per Specifications specified in APPENDIX-08 of NIT No./GPS/S t o r e /Tender-PH/2021/298,Sukma,  
Dated 30.10.2021

<b>Equipment Code</b>	<b>Basic price in INR</b>	<b>GST Amount in INR</b>	<b>Applicable Percentage/ Composition ratio of GST</b>	<b>Net Price in INR</b>
1	2	3	4	5=2+3
PH01				
PH02				
PH03				
PH04				
PH05				
PH06				
PH07				
PH08				

Certified that: -

- A.** Above rates are inclusive of all extra but essential accessories/spares/parts/set-ups which are required for successful functioning and best performance of the equipment/machinery.
- B.** Above rates are for door delivery basis inclusive of GST and all other applicable taxes and duties, roadworthy packing, forwarding, freight, insurance, loading/unloading, installation, commissioning, demonstration, training, training material, hardware, software or training media and all types of incidental charges and with minimum onsite warranty of 02 years from the date of installation as mentioned in tender document.
- C.** No other cost will be claimed other than above quoted price & the applicable GST.
- D.** If there is any change in composition ratio of GST by any authority/court, same shall be applicable during the period of contract.

Place:

Authorized Signature [In full and with date]:

Name and Title of Signatory:

Designation:

Name of Firm:

Seal of Firm