

Government College of Engineering, Aurangabad

Station road Osmanpura Aurangabad 431005 (Maharashtra)

☎: (0240) 2366111, 2334348, Fax: (0240) 2332835 E-mail: principalgeca@yahoo.com

Website: <http://www.geca.ac.in>

e-Tendering Parent Portal: <https://maharashtra.etenders.in>

e-Tendering DTE Sub Portal: <https://dte.maharashtra.etenders.in>



TENDER NO: 07 GECA/DTE/STATE/ET-07/2016-2017

PRICE – Rs. 1000/-

EMD – Rs. 10,000/-

TENDER FORM

Sr. No. TENDER NO: GECA /DTE/ STATE/ ET- 07/ 2016-2017

Price Rs. 1000/-

E.M.D.10,000/-

As per the approval of Board of Management of Government College of Engineering, Aurangabad, digitally sealed tenders (Two-Bid System) as per e-tendering system are invited by office of **Principal, Government College of Engineering under Director of Technical Education, Maharashtra State** from reputed manufacturers, for the supply of following items.

Please refer to Instructions for Bidders. These are available on web site and are also being made available along with this form.

A. NOTICE DETAILS:

Tender Reference no.	GECA /DTE/ STATE/ ET- 07/ 2016-2017
Name of Work / Item	Infrared Thermal Imaging camera
Cost of blank tender document & Mode of Payment	Rs. 1000/- online through Debit card/Credit card/Netbanking only
EMD Amount & Mode of Payment	Rs. 10,000/- online through Debit card/Credit card/Netbanking/RTGS/NEFT only
Venue of online opening of tender	Head Electronics and Telecommunication Department, Government College of Engineering., Aurangabad
Address for Communication	Principal, Government College of Engineering, Osmanpura, Station Road, Aurangabad-431 005
Contact Telephone & Fax Numbers	0240-2366111, 2366160, 2332835 (Fax)
e-Tendering Helpline Support: Monday to Friday - 09:00 AM - 08:00 PM Saturday - 09:00 AM - 06:00 PM	Telephone: 020 - 253 155 55 / 56 Email: support.gom@nextenders.com

Delivery period	30 days from the date of issue of order.
Tender shall remain valid Till	90 days from the date of opening of tender.
Quantity required*	01 No. As per the specifications explained later in this document
Names of the Consignees	Government College of Engineering Aurangabad

*** Quantity may change**

B. TENDER SCHEDULE

Please Note: All bid related activities (Process) like Tender Document Download, Bid Preparation, bid submission will be governed by the time schedule given under Key Dates below

S N	Activities	Start Date & Time	--	Expiry Date & Time
1	Online Tender Release	18/03/2017 10:00 Hrs	To	18/03/2017 14:00 Hrs
2	Online Tender Document Download	18/03/2017 14:01 Hrs	To	27/03/2017 11:00 Hrs
3	Online Bid Preparation	18/03/2017 14:01 Hrs	To	27/03/2017 11:00 Hrs
4	Online Technical Bid Closing	27/03/2017 11:01 Hrs	To	27/03/2017 14:00 Hrs
5	Online Commercial Bid Closing	27/03/2017 11:01 Hrs	To	27/03/2017 14:00 Hrs
6	Online Submission of Bid	27/03/2017 14: 01 Hrs	To	29/03/2017 17:00 Hrs
7	Online Tender Opening(Technical)	30/03/2017 11:00 Hrs	To	31/03/2017 17:00 Hrs (if possible)
8	Online Tender Opening(Commercial)	30/03/2017 11:00 Hrs	To	31/03/2017 17:00 Hrs (if possible)

Activities to be performed by the Institution

Activities to be performed by the Bidders
(All Bidders' Activities are Mandatory)

C. CHECK LIST OF DOCUMENTS TO BE UPLOADED ALONG WITH E TENDER

The following documents should be uploaded by the bidders in the form of **PDF Files / Scanned images** in the same order as mentioned below, on the e-Tendering website during **Online Bid Preparation** stage.

Sr.No	Item
1	Covering Letter for tender on the company letter head mentioning official address, Contact No, eMail address and website (if available) address
2	Copy of valid manufacturing license/Authorized Distributor/dealer from the competent authority- ESSENTIAL
3	Copy of PAN card -ESSENTIAL
4	Sales tax / VAT registration certificate. ESSENTIAL
5	ST/ VAT Clearance Certificate (e.g. Form 415 in case of Bidders from Maharashtra) or copy of application submitted to concerned authority for issuing tax clearance certificate (e.g. Form 414 in case of Bidders from Maharashtra) ESSENTIAL
6	Income Tax returns or Balance Sheets for last three financial Years
7	No deviation certificate in prescribed pro-forma only. (FORMAT 1) ESSENTIAL
8	List of users with complete address, name of contact persons, contact numbers and email address for the make and model number of item mentioned in the tender form (FORMAT 2)
9	Undertaking of inspection and delivery from manufacturer within prescribed period (FORMAT 3) ESSENTIAL
10	Undertaking by bidder about risk purchase, fall clause, penalty clause (FORMAT 4) ESSENTIAL

Note: If, during online bid preparation, any need arises to upload additional documents, apart from the above mentioned documents, an option to upload additional documents has been provided in the e-Tendering software which will be available to bidders during online bid preparation stage.

D. DETAILED SPECIFICATIONS OF THE ITEM MENTIONED IN THE TENDER NO. TENDER NO:GEC A /DTE/ STATE/ ET- 07/ 2016-2017

1. Infrared Thermal Imaging camera

SPECIFICATION:

Name	Detailed Technical Specifications	No. of Units
Infrared Thermal Imaging Camera	Display 3" Color LCD, Tripod Mount On-Board 640 X 480 Digital Camera Thermal Sensitivity < 0.06°C Temperature Range: -4 to 482°F (-20 to 250°C) Frame Rate: 9Hz Field of View: 45° x 34° IR Resolution :76,800 pixels (320 X 240) Measurement modes: Center spot, Area Box, Auto Hot/Cold detection Auto min/max markers within area File format jpg Swappable Li-Io Battery Spot Measurement mode Simultaneous storage of IR/Visual/MSX images The setup should include power supply/ charger with four plugs, rechargeable battery, All necessary software, USB cable and accessories	01

E. INSTRUCTIONS TO BIDDERS

GENERAL INSTRUCTIONS – e tendering

To view- Tender Notice, Detailed Time Schedule, Tender Document for this Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website of **Government of Maharashtra**: <https://maharashtra.etenders.in>

The Bidders participating first time for e-Tenders on **Government of Maharashtra's** e-tendering portal will have to complete the Online Registration Process for the e-Tendering portal.

All bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having 2 certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using individual's Digital e-Token.

The interested contractors / bidders will have to make online payment (using credit card/debit card/net banking/Cash Card) of Rs. 1038/- (inclusive of all taxes) per bid per tender to online service provider of e-Tendering system (Sify NexTenders) at the time of entering online Bid Submission stage of the tender

schedule. (Detailed list of different modes of online payment to e-tendering service provider (**E-Payment Options**) has been provided under **E-Tendering Toolkit For Bidder** section of **<https://maharashtra.etenders.in>**)

Bidders Tool Kit link (detailed Help documents, designed for bidders) has been provided on e-Tendering website in order to guide them through different steps involved during e-Tendering such as online procedure for tender document purchase, bid preparation, bid submission.

If any assistance is required regarding e-Tendering (registration / upload / download) please contact GoM e-Tendering Help Desk on number: **020 – 253 155 55(Pune Helpline)**.

F. QUALIFYING PARAMETERS FOR THE PARTICIPANT

1. Only Authorized Dealer Distributor can participate for this bid
2. The Authorized Distributor,dealers , seller should be registered and should have the turnover of at least Rs. 25,00,000/- (Rs. Twenty Five Lakhs only) for the last two consecutive years.
3. The firm has to submit a proof of turnover as mentioned above supported by documentary evidence.

G. TENDER CONDITIONS FOR EXECUTION OF THE CONTRACT

1. Earnest Money :

- a) Earnest money of Rs **10,000** (Rs. Ten thousand only) shall be paid online (through debit card/credit card/Net banking /RTGS/NEFT only). It is also clarified that the quotations received without earnest money will be summarily rejected.
- b) Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
- c) Tenders without Earnest Money or Tender cost will be summarily rejected.
- d) No claim shall lie against the Government College of Engineering, Aurangabad in respect of erosion in the value or interest on the amount of EMD.

4. Opening of Tender:

The tenderer is at liberty to present either him or authorize not more than one representative to be present at the opening of the tender. The representative present at the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification

5. Validity of the bids:

The bids shall be valid for a period of **90 day** from the date of opening of the tender. This has to be so specified by the tenderer in the commercial bid.

6. Communication of Acceptance / Right of Acceptance:

Government College of Engineering, Aurangabad, reserves all right to reject any tender including of those tenderers who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of this Institute in this regard will be final and binding. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass the work may prejudice the contractor’s quotation.

7. Performance Security :

The successful tenderer will be required to furnish a Performance Security Deposit of 10% of tender amount in the form of Fixed Deposit Receipt or Bank Guarantee from any Nationalized Bank duly pledged in the name of the “Government College of Engineering, Aurangabad”

The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract.

Performance Security shall be submitted in the form of Bank Guarantee or Fixed Deposit Receipt issued by a Nationalized Bank and the Performa provided with the tender document. Performance Security will be discharged after completion of contractor’s performance obligations (including Comprehensive maintenance contract period) under the contract.

8. Delivery & Installation:

The material shall be delivered within 30 days of issue of supply order. Satisfactory installation / commissioning and handover of the equipment will be completed within 2 days from the date of receipt of the Equipment at the Government College of Engineering, Aurangabad premises.

9. Inspecting , Testing and Quality control

The following tests/checks will be performed during pre-dispatch inspection

Sr. No.	Inspection List	
1	Verification of Quantity	Base Instruments, accessories
2	Physical checks	
3	Specifications compliance	As per technical specifications

- i. The purchaser or its nominal representative will inspect and test the ordered goods and the related services to confirm their conformity to the contract specification and other quality control details incorporated.
- ii. The Purchaser reserves the right for stage inspection during manufacturing process, pre-dispatch inspection or post-delivery inspection. The Purchaser as deemed fit shall resort to all these inspection or may waive off any of the inspection.
- iii. The Inspector/s shall have full and free access at any time during the execution of the contract to the supplier's work for satisfying himself that the goods are being manufactured in accordance with the specification mentioned in the Contract, and he may require the Supplier to make arrangements of inspection of the goods or any part thereof or any material at his premises or at any other place specified by the Inspector and if the Supplier has been permitted to employ the services of a sub-inspection of the goods after they have been inspected by the Inspector for the purpose aforesaid. The decision of the purchaser/ inspection authority in this

regard shall be final and binding on the Supplier. All terms and condition of the contract as they apply to the inspection shall also apply to the re-inspection.

- iv. The Supplier shall provide, without any extra charge, all material, tools, labour and assistance of every kind which the Inspector may demand of him for any test, and examination, which he shall require to be made on the Supplier's premises and the Supplier shall bear and pay all costs attendant thereon. If the Supplier fails to comply with condition aforesaid, the Inspector shall, in his sole judgment, be entitled to remove for test and examination all or any of the goods manufactured by the Supplier to any premises other than his (Supplier's) and in all such cases the Supplier's shall bear the cost of transport/and carrying out such tests elsewhere. A certificate in writing of the Inspector/s, that the Supplier has failed to provide the facilities and the means for test and examination, shall be final.
- v. The Supplier shall also provide and deliver for test, free of charge, at such place other than his premises as the Inspector may specify such material or goods as he may require for tests for which Supplier does not have the facilities or special/independent tests.
- vi. The Inspector/s shall have the right to put all the goods or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The Supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector/s.
- vii. Goods accepted by the Institution or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchasers/Government College of Engineering, Aurangabad right to reject the same later.
- viii. The Purchaser's Inspector reserves the right to draw samples through random sampling method after receiving the finished goods at destination. All the supplies shall be accompanied with the Manufacturer's certificate that the material conforms to the specifications.

Further to above if on the goods being rejected by the Inspector or Government College of Engineering, Aurangabad at the destination, the Supplier fails to make satisfactory supply within the stipulated period of delivery the Purchaser shall be at liberty to:-

a) Require the Suppler to replace the rejected goods forthwith but in any event not later than a period of 30 days from the date of rejection and the Supplier shall bear

all cost of such replacement, including freight, if any, on such replacing and replaced goods but without being entitled to any extra payment on that or any other account.

b) Purchase or authorize the purchase of quantity of the goods rejected or goods of a similar description when goods exactly complying with particulars are not in the opinion of the Purchase, which shall be final, readily available without notice to the supplier at his risk and cost and without affecting the Supplier's liability as regards the supply of any further installment due under the contract, or

c) Cancel the contract and purchase or authorized the purchase of the goods or goods of a similar description (when goods complying with particulars are not in the opening of the Purchase, which shall be final, readily available) at the risk and cost of the Supplier.

d) The Inspector/s shall have the power:-

- Before any goods or part thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.

- To reject any goods submitted as not being accordance with particulars.
- To reject the whole of the installment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory.
- To demand all cost incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work However if goods are accepted all cost incurred shall be born by the Purchaser.

Inspector's decision as regards the rejection shall be final and binding on the Supplier.

10. Guarantee / Warranty:

- The on-site replacement warranty shall remain for a period of 24 Month from the date of recording of acceptance of goods at site.
- During warranty period, the supplier is required to visit Government College of Engineering, Aurangabad site at least once in 3 months commencing from the date of delivery of the goods for preventive maintenance of the goods.
- If the supplier having been notified, fails to respond to take action to replace the defect(s) within 10 days the purchaser may proceed to take remedial action(s) as deemed fit.

11. Liquidated Damages

The liquidated damages shall be imposed as follows:-

S.No.	Condition (delay defines time period after expiry of time period as mentioned in clause no.7 time schedule in the tender document)	LD%
01	Delay up to one week	0.5%
02	Delay exceeding one weeks but not exceeding two weeks	1.0%
03	Delay exceeding two weeks but not exceeding three weeks	1.5%
04	Delay exceeding three weeks or equal to four weeks	5.0%

Note :- The maximum amount of agreed Liquidated damages shall be 5% of total contract value.

12. FORCE MAJEURE :

If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party shall be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive.

Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, Government College of Engineering, Aurangabad party may, at least option to terminate the contract.

13. Breach of Terms and Conditions:

In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/ job without assigning any reason and nothing will be payable by Government College of Engineering, Aurangabad. In that event the security deposit shall also stands forfeited.

14 Subletting of Work:

The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of Government College of Engineering, Aurangabad, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.

15. Right to call upon information regarding status of work:

The Government College of Engineering, Aurangabad will have the right to call upon information regarding status of work/ job at any point of time.

16. Terms of payment:

- 90% payment of the total order value shall be released after the successful delivery and installation of the ordered goods against the submission of the test report.
- Balance 10% of the order value shall be released after the submission of the performance security/ if the company fails to submit his performance security the 10% payment shall be released after 2 year from the date of opening tender.

17. Legal Jurisdiction:

Agreement must be submitted for the due performance of the contract. It should be on stamp paper and should be stamped with an adhesive stamp of value as per Mumbai stamp act 1958. It should be sign before first/ second class magistrate/ oath commissioner or rotary public. (If the security deposit is nil stamp duty= Rs. 20/-, and If S.D. is submitted/stamp duty=Rs. 3% of the S.D. for the first Rs. 20000/-,Rs 4% for next Rs 20000/- and R5% above Rs. 40000/-).

Agreement should be valid for 18 months.

The agreement shall be deemed to have been concluded in Aurangabad, Maharashtra and all obligations hereunder shall be deemed to be located at Aurangabad, Maharashtra and Court within Aurangabad, Maharashtra will have Jurisdiction to the exclusion of other courts.

H. Important Instructions to the bidders submitting offer Against Tender Enquiry Published by the Directorate of Technical Education, Maharashtra State, Mumbai.

General Instructions for submission of Tender and its accompaniments: -

1. Read the instructions in Tender Notice published in Govt. Gazette, Part – II which is published on every Thursday.
2. **The offer should be submitted online in the prescribed form as per TWO ENVELOPE SYSTEM ONLY.** Both the Bids (Technical as well as Commercial) shall have to be submitted online only. Bids not submitted online will not be entertained.
3. **A Checklist is given at the beginning of the Tender Form . Please note that submission of all the documents mentioned in the check list is mandatory. Documents with incomplete/wrong information will lead to rejection of tender offer. Purchaser's decision will be final in this regard.**

4. The offer should be firm, inclusive of all taxes till the period of delivery. Escalation in prices will not be allowed. Reduction in Taxes / levies by Govt. during the period, the benefit should be passed on to consignees.
 5. Details of specifications, relevant leaflets, highlighting technical features shall be quoted. However, purchaser may ask for any further technical clarification.
 6. ENVELOPE NO. 1 (TECHNICAL OFFER) will be opened on the date specified in Tender Notice.
 7. The supplier/their authorized representative can attend the tender opening.
 8. The offers will be first evaluated for completeness with respect to documents to be submitted with the offer. Those offers which have all the supporting documents as per requirements in the tender enquiry will be evaluated on technical grounds. A demonstration of the make and model no of the being quoted may be arranged at bidders cost if the technical scrutiny committee recommends. Commercial bids of technically valid offers will be opened and lowest offer is likely to be recommended for award of contract. However the institute reserves the right to consider the tender other than the lowest as decided by the competent authority. The offers of the Bidders qualifying technically are only eligible for opening of envelope no.2. Commercial bid (Envelope No.2) will be opened in the presence of bidder or their authorized representative present at a date which will be notified later. This bid opening date will be displayed on website.
 9. Tender for each item is to be submitted separately. **Rates MUST be quoted in Indian currency (Rupee) only, as the comparison will be done on the basis of INR prices only.** No assumptions are to be made regarding concession certificates like customs duty exemption etc. All inclusive prices in INR must be written on priced tender form in envelope 2. However, to pass on the benefit of concession in customs duty to educational institutes, the purchaser may, at his discretion, issue the PO in foreign currency to the lowest eligible bidder whose bid is technically valid and has been found lowest in INR prices.
 10. Successful Bidder will be informed about the intention of award of contract (Acceptance of Tender) by sending an Advance letter of Acceptance (A/L). On acceptance of Terms and conditions of A/L and submission of security deposit, Purchase Order (Acceptance of Tender) will be released. Before accepting the Purchase order, the bidder should ensure the purchaser in writing that the execution of purchase orders will be carried out in time.
 11. In his/ her acceptance letter of the specified tender only, the bidder shall give,
 - Probable dates of sample item inspection and Pre dispatch Inspection,
 - The delivery schedule,
 - Dates of installationso that the institute can plan accordingly. Any change in the scheduled dates will be communicated at least 20 days in advance to the consignee in writing. Purchase order will not be issued to the bidder without the security deposit and the acceptance letter containing the above schedule.
20. **Stores should be delivered to the consignee on working days during office hours only.** Stores will **not** be accepted by the consignee after the due date of delivery without written sanction of the purchasing authority. The bidder must request to the purchase authority in advance for grant of delay in supply of stores mentioning the reasons for delay. Purchaser's decision will be final in deciding grant of delay in supply of stores. The grant of delay will not be given beyond the stipulated 10 weeks period in the purchase manual. **Non supply of stores in the granted delivery schedule will automatically lead to**

declaration of bidder as defaulter and the bidder will not be allowed to participate in any further bidding process of the department.

Pre-dispatch Inspection will be carried out by the consignee or representative of this Directorate. However inspection charges will be borne by the bidder. In case the purchaser desires, he may direct the bidders to get their items examined and certified by third party agency like reputed Central Government labs or organizations like BIS/ERTL/SAMEER/NABL/IITs etc or State Government agencies or institutions. This testing may be required at any stage of tender process to validate the technical specifications. The charges for testing will have to be borne by the bidder.

The bidder shall submit the Tender and documents in TWO separate sealed Envelopes as follow: -

(A) Envelope No.1: Technical Bid (to be corrected by agent)

PREPARATION & SUBMISSION OF BIDS

Both the Bids (Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted online will not be entertained.

Online Bid Preparation

In Bid Preparation stage, bidders get access to Online Technical and Commercial Envelopes where they require uploading documents related to technical eligibility criteria and quote commercial offer for the work / item in respective online envelopes.

(A) Envelope No.1: Technical Bid

Technical Envelope shall contain following documents (in the form of PDF files / Scanned images). These documents need to be digitally signed by individual contractor's digital signature and uploaded during online bid preparation stage. Original copies shall be offer along kept ready at the time of opening of the tender.

- 1. Covering Letter for Enclosure:** A covering letter stating the list of enclosures should be attached in the with the checklist. Complete Address, contact details, email address, website address etc must be there on the letter head for easy and fast communication.
- 2. Payment of the Tender Form :** Copy of proof of payment for the purchased Tender Documents.
- 3. Earnest Money Deposit:**

Copy of document showing Proof of EMD paid

- 4. Photocopy of Prescribed Tender form** purchased downloaded from web site duly signed and stamped on first & last page by the bidder should be submitted . "DO NOT WRITE THE PRICE ON IT".
- 5. Copy of PAN card** should be submitted.
- 6. Sales Tax / VAT Registration & Clearance Certificate**

Self attested copies of VAT registration certificate or TIN allotment and Sales Tax / VAT clearance certificate [STCC or VAT CC] either from State or Central Govt. (as the case may be) showing tax paid up and no dues upto 31st Dec2015. must be attached.

If it is not possible to submit STCC/ VAT Clearance Certificate along with tender, proof of application made for obtaining STCC/VAT CC to be submitted along with tender. But STCC/VAT CC MUST be submitted before opening of commercial bids ,otherwise tender will be rejected.

Merely ST/CST/VAT registration certificates or bank challan copies etc are not sufficient and will not be accepted. **Respective clearance certificate is necessary.** (For example , in case of dealers in Maharashtra form no 415 is essential. But prescribed clearance format may vary from state to state. In any case , certificate from competent tax authorities certifying that no dues are pending against the dealer is a MUST.)

6. Income Tax Returns/ Balance Sheet

Self attested copies of Income Tax Returns of the firm for last three consecutive years or Balance sheets of last three consecutive years duly certified by a chartered accountant required as a proof to establish the financial capacity of the supplier/ manufacturer.

7. Manufacturer Licence

The bidder should be a manufacture of the item mentioned in the tender form and he is required to produce a certificate from competent authorities stating that he is permitted to manufacture the items mentioned in the tender form or item of similar kind.

The bidder must also produce documentary evidence that he has supplied the items of similar kind in the past to various other organizations.

This office reserves the right to ask for any further documentary evidence to establish genuineness of manufacturer.

8. No Deviation Statement:- (Please see FORMAT 1)

The no deviation statement must have mention of the make & model of the item quoted by the bidder against the tender, specification of the equipment tendered, specification of the equipment offered and deviations in specifications if any.

Bidder must detail the pro forma in format 1 and **mere certifying that ‘There is no deviation between tender specifications and specifications quoted by the bidder’ is not acceptable and such bids are likely to be rejected.**

9. List of Users for past experience: (Please see FORMAT 2)

Self attested List of users other than this Department (other than DTE) for verifying the quality of the equipment being supplied and after sales service rendered by the manufacturer . This list must contain **at least two users** along with the name of contact person and his contact details (postal address, email and contact number) and the items and year of purchase of that item by that department.

10. Undertaking of inspection and delivery (Please see FORMAT 3)

Original Undertaking of delivery within stipulated weeks is to be submitted.

11. Declaration by the bidder (Risk purchase clause, Fall Clause, penalty clause) : (Please see FORMAT 4)

Copy of Declaration duly signed by bidder regarding acceptance of all tender conditions and also

penalty clause, Risk purchase clause, fall clause. These clauses are displayed on website of this office under Tender Purchase section.

(B) Envelope No.2: (Commercial Bid)

All financial offers must be prepared and submitted online (An online form will be provided, during online bid preparation stage) and signed using individual's digital certificate.

He should not quote his offer anywhere directly or indirectly in Technical Envelope (T1), failing which the Commercial Envelope (C1) shall not be opened and his tender shall stand rejected.

1. The rate should be quoted only for the items specified in the list of requirement and should be for items of given specification / Mark /Model/ Manufacture and be as follows: -
 - a. Free delivery and installation at destination.
 - b. Whenever the inspection is at the factory or at the site then the TA/DA of the inspectors will have to be borne by the supplier.
 - c. Inspection charges if any are to be borne by the supplier. The supplier shall arrange all the materials/facilities required for the inspection.

The rates should be quoted INCLUSIVE OF ALL TAXES AND CHARGES. No extra charge in any form will be born by the consignee.

Note: During Online Bid Preparation stage, bidders are allowed to make any changes or modifications in the bid data uploaded by them in Technical (T1) as well as Commercial (C1) envelope. Once a bidder successfully completes the Bid Preparation stage (by generating the Hash Values for T1 and C1), system won't allow him/her to make any further changes or modifications in the bid data.

(C) Online Bid Submission

In this stage, bidders who have successfully completed their Bid Preparation stage are required to transfer the data, already uploaded by them during Bid Preparation stage, from their custody to department's custody.

Note: During this stage, bidders won't have any capability to make any kind of changes or editing into technical as well as commercial data.

(D) Opening of Tender: -

The tenders will be opened online as per e-Tendering procedure on the date specified in the tender notice. The supplier/their authorized representative can attend the tender opening.

TECHNICAL ENVELOPE (T1):

First of all, Technical Envelope of the tenderer will be opened online through e-Tendering procedure to verify its contents as per requirements. If the various documents contained in this envelope do not meet the requirements, a note will be recorded accordingly by the tender opening authority and the said tenderer's Commercial Envelope will not be considered for further action but the same will be recorded. Decision of the tender opening authority shall be final in this regard.

COMMERCIAL ENVELOPE (C1):

This envelope shall be opened online as per the date and time given in detailed tender schedule (if possible), through e-Tendering procedure only,

The financial bids shall not be opened till the completion of evaluation of technical bids. Commercial Bids of only technically qualified Bidders as mentioned above will be opened.

I. FALL CLAUSE, PENALTY CLAUSE AND RISK PURCHASE CLAUSE

Fall Clause : It is a condition of the contract that the price at which the Contractor will supply the stores should not exceed the lowest price charged by the Contractor to any customer during the currency of the rate contract and that in the event of the prices going down below the rate contract prices the Contractor shall promptly furnish such information to the Development Commissioner (Inds.) and the concerned Purchasing Officer to enable him to amend the contract rates for subsequent supplies.

Penalty Clause : Failure and termination of contract:- should you fail to deliver the stores or any part thereof within the period prescribed for delivery the purchasing Officer, Director of Technical Education shall be entitled in his opinion to take any one or more of the following steps:-

To recover from you as liquidated damages a sum equivalent to ½ per cent of the price of the undelivered stores at the stipulated rate for each week or part thereof during which the delivery of such store may be delayed subject to a maximum limit in the case of an order not exceeding rupees one lakh in value of 10 per cent & in the case of an order exceeding Rs. 1 lakh in value of 5 per cent of the stipulated price of the stores so undelivered. Such penalty is to be deducted always by the consignee from the bill of the firm.

Risk Purchase Clause:

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

1.2 Procedure to effect risk purchase – As soon as a contract is cancelled steps should be taken to effect repurchase of the stores still needed by floating Tender Enquiry.

- i) The date of delivery in A/T, supplies made, supplies expected within the delivery period, and the prospects of the contractor executing the contract should be taken into account.
- ii) Where security deposit is called for by a specified date, default in furnishing the same by the target date is in itself a breach of the contract and which entitles the purchaser to cancel the contract at risk and costs of the contractor.
- iii) Risk purchase contract should be on the same terms (except delivery date and price) of the original contract.

- iv) The terms of the news contract should not be more onerous or more liberal than those of the original contract except delivery period.
- v) In case the material on Risk Purchase Enquiry is available at a lesser rate than the value of original A/T, in such cases 10 percent of the original value of A/T should be recovered from the defaulting contractor.

To be printed on letter head of the company

FORMAT 1

No.

Date :-

No Deviation Statement

To

The Principal

Government College of Engineering,

Aurangabad

Maharashtra State

Dear sir,

We submit herewith a no deviation statement giving comparison of our technical offer and the specifications of the items mentioned in the tender no. GECA /DTE/ STATE/ ET- 07/ 2016-2017 due on

Name of Manufacturer :-

Make & Model quoted :-

Specification of item stated in Tender Enquiry <u>step by step</u>	Specification of item offered by Bidder <u>step by step</u>	Whether there is any deviation from the tender specification Yes / No	If yes, indicate clearly the deviations and ur justification for deviation
1	2	3	4

Signature of Bidder with Seal

To be printed on the letter head of the firm)

FORMAT 2

No.

Date :-

LIST OF USERS

List of users other than this Department (other than DTE) for verifying the quality of the equipment being supplied and after sales service rendered by the manufacturer .

Name of Item :-

Model No.

Sr. No	Name and Address of the user	Contact person	Contact no, mobile no and e mail address of the contact person	Purchase order no with date	Quantity purchased	Any complaints/ queries court matter etc in this regard?

Signature
of Manufacturer/Bidder with a Seal

(To be printed on the letter head of the Manufacturer)

FORMAT 3

No.

Date :-

UNDERTAKING FOR INSPECTION AND DELIVERY

We _____, the manufacturers/Authorized Distributors/Dealers of _____(name of item) do undertake that we will permit your inspectors/representatives for inspection of goods as below.

1. Pre-dispatch and/or post delivery inspection of the order

Further we undertake to deliver the material mentioned in the tender No GECA /DTE/ STATE/ ET- 07/ 2016-2017, due on _____ within the stipulated delivery period mentioned in the tender form.

For and on behalf of _____

Seal of the manufacturer

(To be printed on the letter head of the firm)

FORMAT 4

No.

Date :-

DECLARATION

To

The Principal

Government College of Engineering,

Aurangabad

Maharashtra State

I, the undersigned for and behalf of M/S _____ hereby accept and agree with the Fall clause, penalty clause and Risk purchase clause for the tender No GECA /DTE/ STATE/ ET- 07/ 2016-2017, due on _____ as published in the Manual of the office procedure for purchase of stores by the Government departments of the Government of Maharashtra. I also agree with all the terms and conditions stated in the tender document.

For and on behalf of _____

Seal of the Bidder

(To be printed on the Letter head of the firm)

Commercial Bid Format (C1)

S.NO	Description of the Items	Quantity	Price Bids with 2 years onsite warranty in Rs.	Taxes (If any) In Rs.	Total Amount Including all Taxes in Rs.
01	Infrared Thermal Imaging camera	01 No.			

L1 shall be evaluated Item-wise on total amount inclusive of taxes as mentioned in the Financial Bid Format.

Date :

Place :

Sign and seal of firm