

TENDER DOCUMENT

E-Tender for Supply, Installation & Commissioning of Machines in campus-I & II of DITE

e-NIT no. F13(97)/Trg/DITE

Due date & time: 04/12/2014, 10.00 A.M.



Notice inviting Authority

**Director cum Principal
DELHI INSTITUTE OF TOOL ENGINEERING
(Govt. of NCT of Delhi)**

Campus-I: Wazirpur Ind. Area, Delhi-110052

Campus-II: Shri Maa Anandmayee Marg, Okhla Ind. Area
Phase-II, New Delhi-110020

E-mail: ditepurchase@yahoo.co.in ; www.dite.delhigovt.nic.in

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SECTION- 1

NOTICE INVITING TENDERS (NIT)

1.1 Invitation for bidding

e-Tenders (online open tenders) under two bid system are invited by Delhi Institute of Tool Engineering, Shri Maa Anandmayee Marg, Okhla Ind. Area, Phase-II, New Delhi-110020 from eligible suppliers (manufacturers / authorized dealers) for **supply, installation & commissioning of Machines** at DITE campuses on basis of FOR DITE site, as per the schedule of requirements and technical specifications mentioned at **Annexure-6**, within a period of **60 days** from the date of issue of Supply order/Work order /Award of contract whichever is the earliest with the terms and conditions in this tender.

1.2 Schedule of Tenders

Details	Schedule date/ time
Date of release of advertisement of tenders through e-procurement web site	12/11/2014
Clarification Dates	12/11/2014 to 02/12/2014
Last Date & Time for submission of Tenders / Due Date & time	04/12/2014 up to 10.00 A.M.
Date & Time of Opening of Tenders (Technical Bids)	04/12/2014 at 11.00 A.M.
Date & Time of Opening of Financial bids	Will be informed later After completion of phase-1

1.3 EMD as per Section-5 in the form of DD/BC should be submitted as bid security.

1.4 The validity of bid should be 180 days from the due date of tender.

1.5 The e-procurement web site <https://govtprocurement.delhi.gov.in>. is to be used on line to avail and submit the tender documents & bids.

1.6 The place of clarification, physical submission (as per tender), and opening of bids shall be Delhi Institute of Tool Engineering, Campus-II: Shri Maa Anandmayee Marg, Okhla Ind. Area, Phase-II, New Delhi-110020.

1.7 Late Tenders will not be acceptable.

SECTION- 2

ELIGIBILITY CRITERIA

The Tenderer should meet the following eligibility criteria to become technically qualified.

2.1 Bid Security (EMD): To be able to secure the bid, the tenderer should submit EMD as per schedule in section-5 for quoted items in the form of Account payee Demand Draft/Banker's Cheque drawn in favour of Delhi Institute of Tool Engineering, Delhi from any nationalized bank or commercial bank. The bid security is normally to remain valid for a period of forty-five days beyond the final bid validity period. In case of Demand Draft/BC the same shall be deposited by the institute in the Account of Institute within the validity period of the instrument. The original instrument should be submitted in physical form in a sealed envelope not bigger than A-4 size mentioning addressor, addressee, tender ID & due date of tender in the office of Director cum Principal, Delhi Institute of Tool Engineering, Campus-II: Shri Maa Anandmayee Marg, Okhla Ind. Area, Phase-II, New Delhi-110020, before the last date & time of submission (refer section-1, clause-1.2) of this tender. Also the scanned copy of EMD is to be submitted online. The tenderer having valid NSIC / DGS&D registration for the goods / work/service required in this tender is exempted from submitting EMD. To support this, the scanned copy of such valid registration/exemption certificate is to be submitted online.

2.2 Commercial capability

2.2.1 Undertaking of Terms & Conditions: The tenderer should be a manufacturer / authorised dealer for the tendered items & should not be blacklisted by any Govt. deptt. /Autonomous body/PSU etc. to become eligible for tendering. The tenderer should submit an undertaking for agreeing Terms & Conditions mentioned in all sections of this tender as per the format given at Annexure-1. The scanned copy of Annexure-1 is to be submitted online.

2.2.2 Minimum Financial Turnover: The tenderer should have supplied similar kind of goods/work/service after April, 2010 onwards and having annual average financial turnover of at least twenty times the bid security (EMD) deposited, during the last three financial years (2010-11, 2011-12 and 2012-13) in the books of accounts. The tenderer should submit an undertaking duly filled in the Annexure-1 to this effect. In support, the tenderer should submit online the scanned copies of audited P/L and final financial accounts statement showing Annual financial turnover for the last three years (2010-11, 2011-12 and 2012-13).

2.2.3 Minimum Work experience: The tenderer in past (starting April, 2010 up to date) should have the experience of executing of (i) Three similar nature of works each costing not less than the amount equal to eight times of the EMD deposited **or** (ii) Two similar nature of works each costing not less than the amount equal to ten times of the EMD deposited **or** (iii) One similar nature of works costing not less than the

amount equal to sixteen times of the EMD deposited. The tenderer should submit an undertaking duly filled in the Annexure-1 to this effect. In support, the tenderer should submit online the scanned copies of the 'work orders with their completion certificates'. In this tender, the definition of 'similar kind of goods/work/service' is 'supply, installation & commissioning of Machineries similar to requirement as per this tender for Technical Training Institutes / Universities / Colleges / Govt. deptts. / Autonomous Institutions / PSU organizations'.

2.3 Technical capability

2.3.1 The tenderer should submit an undertaking in the format given at Annexure-2. The tenderer should be sound in terms of manufacturing facility/ Supplying & Servicing capability, Quality control measure, Inspection facility, installation, commissioning, providing after sale service, warranty facilities, experience & past performance to do the work satisfying the required specifications. The company/product with valid **BIS or ISO certification** shall be mandatory to qualify technically. To fulfil this, Tenderers should submit online the scanned copy of the certificate.

2.3.2 The tenderer should submit online the scanned copy of the Manufacturer's Authorization Letter, as applicable, as per Annexure-3, the scanned copy of the 'Technical Compliance Statement' & the list of standard accessories & spares that the tenderer will supply along with each machine in Annexure-4 , the scanned copy of the 'Check list for Technical evaluation' as per Annexure-5.

2.3.3 The tenderer should also submit in physical form any leaflet/catalogue/Literature/specification sheet/photograph/drawings/sketches etc. in support of their product / service & specifications in the sealed envelope meant for submitting original instrument of EMD (refer section-2, clause-2.1).

2.4 Original documents: The tenderer should submit the following original documents in physical form before the due date & time of this tender.

2.4.1 Original instrument of EMD (As per clause-2.1).

2.4.2 Original copy of leaflet / catalogue /Literature/ specification sheet /photograph/Drawings/Sketches etc. (As per clause-2.3.3).

2.5 Scanned copies of documents: The tenderer should submit online the scanned copies of the following documents duly filled & signed before the due date & time of this tender. The scanned copies should be clearly visible & readable.

2.5.1 Scanned copy of EMD or valid EMD Exemption certificate (As per clause-2.1).

2.5.2 Scanned copy of latest valid return of ITR.

2.5.3 Scanned copy of Registration certificate for VAT/Sale tax/service tax.

2.5.4 Scanned copies of audited P/L & final financial statement accounts showing Annual financial turnover for the last three years (2010-11, 2011-12 and 2012-13) (As per clause-2.2.2).

2.5.5 Scanned copies of the work order copies with work completion certificates (As per clause-2.2.3).

2.5.6 Scanned copy of BIS or ISO certification.

2.5.7 Scanned copies of Annexure 1, 2, 3, 4 & 5 duly filled, signed & stamped.

2.6 **Rejection of bid:** The tender is liable for rejection at any stage during evaluation due to any of the reasons mentioned below.

2.6.1 **Minimum Turn over & Work experience:** The tenderer fails to meet the criteria of minimum experience as per clause-2.2.2 & 2.2.3.

2.6.2 **Certification:** The tenderer fails to meet the criterion that the company/product should have valid BIS/ ISO certification as per clause-2.3.1.

2.6.3 **Conditional bids:** The tenderer submits a conditional bid document or submits an extra document other than those mentioned in clauses-2.4 & 2.5. Conditional bid shall be rejected. Tenderers should note that 'No Price should be indicated in the Technical Bid'. In case any price is mentioned in the technical bid, the Bid will be rejected out-rightly without any further correspondence.

2.6.4 **Incomplete bids:** : It is found that there is submission of incomplete, unsigned and uncertified bid document **or** Non-submission of tender within stipulated time **or** Submission of tender documents in unsealed envelope **or** Tender envelopes which are not super scribed with details of the tender ID/enquiry **or** Non-payment of Earnest Money Deposit (if not exempted) **or** Non-submission of required documents as shown in clause 2.4 & 2.5 **or** Submission of misleading / contradictory / false statement or information and fabricated / invalid documents.

2.6.5 **Physical hard copy:** Only e-tender shall be accepted & considered. In no case physical hard copy of tender shall be accepted except EMD as per clause 2.1 and any leaflet / catalogue /Literature/ specification sheet /photograph/Drawings/Sketches etc. as per clause-2.3.3.

N.B. Competent Authority, DITE, reserves the right to accept or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract without incurring any liability, whatsoever to the affected tenderer or tenderers and can take appropriate action as per Govt. rules.

SECTION-3

INSTRUCTIONS TO TENDERERS (IT)

- 3.1 Introduction & Eligibility:** Definitions and abbreviations which have been used in these documents shall have the meanings as indicated in the Section-4 (Condition of contract). This Tender Document comprises of contents as mentioned in the 'table of contents' & is as per guidelines of Finance Deptt. Of Govt. of NCT of Delhi. This section provides the relevant information, terms & conditions, procedure for tendering, opening of bid, evaluation, award of contract etc. However, the tenderers should also study and examine all the terms & conditions in rest of this tender document including eligibility criteria, CC, Undertakings & Annexure etc. before submitting the tenders. The tender submitted by the tenderer, all subsequent correspondence exchanged between the tenderer and the Institute and documents related to the tender, shall be written in English language only. The tenderers are instructed to ensure that they conform to the eligibility criteria as prescribed in section-2 before submitting the offer/tender.
- 3.2 The validity of bid** should be **180 days** from the due date of tender.
- 3.3 Quoting of rate:** The tenderers are instructed to refer section-4 (conditions of contract) including price bearing elements before quoting rates/price. The tenderer should quote fixed prices/rates and should be at par with the prices quoted by it to any other department of Govt. of India/Govt. of NCT of Delhi/ Institutions.
- 3.4 Tender Sample Inspection:** the tenderer must be capable of providing samples of the goods to be procured at DITE; or at its factory; or at the place desired by the Technical Committee, if required, for inspection. The Technical Committee, if required, may visit the factory of the bidder to assess the capabilities and the quality of the goods to be procured during the tender processing as well as during supply.
- 3.5 Clarification before bidding:** Clarification rounds shall be held on dates as mentioned in the section-1, clause-1.2 between 10 AM & 3 PM (except on holidays) for prospective tenderers with Technical Committee / Authorized Committee in Delhi Institute of Tool Engineering, Campus-II: Shri Maa Anandmayee Marg, Okhla Ind. Area, Phase-II, New Delhi-110020.
- 3.6 Amendments to the Tender documents:** Director cum Principal, DITE / Authorized Officer of DITE, at any time prior to the deadline for submission of tenders may, for any reason deemed to be fit, modify the tender documents by issuing amendments. Such an amendment will be notified in writing.

3.7 Preparation of Tenders

3.7.1 Availability of Tender Documents: Tender documents are available on the web site <https://govtprocurement.delhi.gov.in>. Prospective tenderers can access the same and they can download the tender documents, free of cost.

3.7.2 Technical Bid (TB): Tenderer should submit / upload technical bid containing original & essential requisite documents as per guidelines mentioned in Section-2, of this tender. **It should not contain any price.**

Tenderers should quote one model per tender. To submit tenders for more than one model, separate tenders with separate EMD's will have to be submitted / uploaded.

3.7.3 Financial Bid (FB): Tenderer should quote their prices only in the Financial bid format and submit the same only in the e-procurement site as per format there in (cover-2- for Financial Bid). All columns shown in the price schedule should be filled up as required and the lowest one will be decided on the basis of amount quoted.

3.7.4 Earnest money Deposit (EMD): Tenderers should submit EMD in INR only as prescribed. No interest shall be payable by the Institute on the EMD. EMD will be returned to the successful tenderers after receipt of Performance security. Bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity.

3.7.5 Undertaking for acceptance of terms & conditions: Tenderers should submit an Undertaking certifying that they accept all terms & conditions mentioned in this tender document in the format at Annexure-1 as per instruction given in section-2.

3.7.6 Authorization to sign and submit the tenders: The individual signing the tender or any other documents connected therewith should clearly indicate his full name and designation and also specify whether he/she is authorized signatory as per undertaking in Annexure-1.

3.8 Submission of Tenders

3.8.1 Registration: The prospective tenderer should be registered with Govt. of Delhi's e-Procurement Portal and should have Digital Signatures & proper training etc., to enable him to submit bids on-line through e-Tendering. For any assistance/training regarding registration & e-tendering, the intending tenderer may contact officials as referred in the website mentioned in clause-3.8.1.

3.8.2 Document file: Once the tenderer agrees to the terms & conditions of the tender, submission process can be started. The total size of all documents in all the covers put together should be less than 10 MB. The bidders are advised to scan the documents in low resolution (75 to 100 DPI) to reduce the size of the cover to facilitate uploading of all the required pages. If the documents could not be opened due to virus, during tender opening, or if incomplete page/document is opened in incomplete form, then the bid is liable to be rejected. Proper training shall help in proper submission.

3.9 Alteration and Withdrawal of tender: The e-tender system allows the tenderer to alter/modify/withdraw the tender only within the deadline for submission of tenders. Alterations/modifications to tenders after the prescribed deadline will not be permitted by the system.

3.10 Opening of Bids: The tenders will be opened in the office of Director cum Principal, Delhi Institute of Tool Engineering, Campus-II: Maa Anandmayee Marg, Okhla Ind. Area, Phase-II, New Delhi-110020 by a tender opening committee of DITE (DSC holders for e-tenders & purchase committee for tenders other than e-tenders) on date & time as specified under Section-1. The downloadable documents, original documents & submitted documents shall be compiled & attested by the bid openers and presented for evaluation to the competent Purchase Committee/authority.

In case the specified date of tender opening falls on a holiday or declared closed or any unforeseen technical problem in the computer system/server/networking occurs, then tenders will be opened on the appointed time and place on the next working day.

Authorized representatives of the tenderers, who have submitted tenders in time, may attend the online tender opening process, on production of letter of authority from the concerned tenderers or they can view the process on-line & the result will be informed online. During the tender opening, the tender opening committee will inform tenderers regarding number of uploaded tenders, name of the companies and any other special features, as deemed fit.

3.11 Scrutiny and evaluation of Tenders: The technical bids shall be scrutinized and evaluated by the competent Purchase Committee/authority with reference to the parameters prescribed in the tender document including section-2. No new condition will be brought in while scrutinizing and evaluating the tenders.

The Technical Evaluation summary sheet shall be prepared and approved by the competent purchase committee indicating the technically qualified tenderers & date of financial bid opening.

Thereafter, those financial bids (cover-2) that are technically qualified /accepted shall be opened on the day & time as informed in e-procurement platform for further scrutiny and evaluation. Other financial bids will be automatically blocked from opening by the e-procurement system.

3.12 Clarification of Bids: During evaluation and comparison of bids, the purchaser may, at its discretion, ask the bidder for clarification on the scanned documents uploaded by them. The bidder should submit written clarification/documents within the stipulated time. The purchaser may accept such clarification and receive documents related to the clarification sought. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification at the initiative of the contractor shall be entertained.

3.13 Negotiations: Normally, there would be no negotiation including price negotiation after financial bid opening. But the Competent Authority, DITE, reserves its right to negotiate with the lowest acceptable contractor (L1) under special circumstances in accordance with CVC guidelines before award of contract/order.

3.14 Award of Contract

3.14.1 Award criteria: An order/contract will be awarded to the lowest evaluated responsive Tenderer (L-1 tenderer) on the terms and conditions laid down in this tender/negotiated as per rule before notification of award of contract/order.

Competent Authority, reserves the option of deciding from the multiple L-1 & also giving purchase/price preference to the offer from Central / State Government Public sector undertakings in accordance with the policy of Govt. of India.

3.14.2 Notification of award / Acceptance of offer: Before expiry of the validity of tenders, Delhi Institute of Tool Engineering will notify the successful tenderer in writing that its tender for supply of goods/work/service has been accepted.

The successful tenderer should respond satisfactorily as prescribed in the notification within 15 days from the date of issue of the letter of notification of award by the Institute sent by speed post to the address mentioned in its bids.

The communication of notification of award sent by Institute to the successful tenderer shall be treated to be complete as against the tenderer where it is put in the transmission to him/her so as to be out of the power of the Institute. The responsibility entirely lies on the tenderer to collect the letter of notification of award released by the Institute & respond to it.

Until a formal contract is executed, this tender with written acceptance from purchaser thereof shall constitute a binding contract between the parties.

3.14.3 Conclusion of contract: The successful tenderer must furnish the required performance security within **15 days** from the date of issue of notification of award as per Section-4 to conclude the contract.

SECTION-4

CONDITIONS OF CONTRACT (CC)

- 4.1 Definitions, Interpretations and Abbreviations:** Terms and expressions not herein defined shall have the meanings assigned to them in the Indian Contracts Act, 1872 (as amended)/the Indian Sale of Goods Act, 1930 (as amended)/the General Clauses Act, 1897 (as amended)/GFR-2005/ guidelines by Finance Deptt. Govt. of NCT of Delhi as the case may be. Institute/DITE means Delhi Institute of Tool Engineering, Delhi. Supplier/contractor means successful tenderer as mentioned in notification of award.
- 4.2 Definition of Contract & other terms:** (a) "Contract" means the invitation to tender, instructions to tenderers, tender, acceptance of tender, particulars & the conditions specified in the acceptance of tender. No variation in the terms of a "concluded contract" can be made without the free consent of the parties.
(b) "Acceptance of Tender" means the letter of notification of award by purchaser communicating to the contractor the acceptance of his tender.
- 4.3 Authority:** Director cum Principal & Competent Authority are referred to those of DITE. The Purchaser, Indenter, Consignee, End user, Inspection authority & Paying authority shall be the respective Officers / Committees duly authorized by the Competent Authority of DITE.
- 4.4 Performance Security (in Indian Rupees only):** Within **15 days** from the date of issue of notification of award, the successful tenderer shall furnish performance security for an amount equal to 10% of the value of order, valid up to 60 days after the date of completion of all contractual obligations by the contractor. The performance security shall be returned on satisfactory completion of contract without any interest.
The performance security shall be denominated in Indian rupees and shall be furnished in the form of Account payee Demand draft/ Banker's cheque/ Fixed Deposit Receipts from any nationalized bank/Schedule bank / commercial bank in an acceptable form.
- 4.5 Price bearing elements**
- 4.5.1 Scope of supply of goods/work/service:** The goods/work / service along with quantity to be supplied by the contractor under this contract shall conform to the technical specifications and quality control parameters mentioned in Section-5 "Schedule of Requirement & specification" of this tender document.
- 4.5.2 The quoted rates** shall be in Indian Rupees only on the basis of FOR,DITE (Delhi site), which are inclusive of appropriate packing, marking, forwarding, transit insurance, transportation, loading, unloading, installation & commissioning charges, training, after sale service, Repair/ replacement of defective parts during warranty period etc. Amount of any local taxes / VAT etc. should be indicated separately in the tender. All applicable Govt. deductions like ESI, TDS etc. shall be applied at prevailing rates, if applied.

4.5.3 Imported goods: If the goods are to be imported, the contractor will import the same by paying all incidental charges & duties (customs duty etc.) and supply the goods to the indenter. However, applicable local taxes will be paid by the indenter, if quoted.

4.5.4 Firm Prices: Prices quoted by the contractor shall remain firm and fixed during the currency of the contract.

4.5.5 Fall Clause: If at any time during the execution of the contract, the price of the ordered goods/Work/service, are reduced, in respect of supplies to any Govt. organization (including the purchaser of any department of the Govt. of N.C.T. of Delhi) at a price lower than the price quoted under this contract, the contractor shall immediately inform and forthwith pass such reduction to the purchaser. The price of such item, payable under this tender for the goods/Work/service supplied after the date of coming into force of such reduction, shall stand correspondingly reduced.

4.5.6 Tolerance clause: Director cum Principal of DITE reserves the right to cancel/increase / decrease the items / procurement / quantity as per requirement of tendered items without any change in terms & conditions & quoted price at any time before conclusion of contract without assigning any reason.

4.5.7 Other factors like term of & period of delivery, warranty / guarantee clause & free incidental services etc. that also have bearing on prices are prescribed in the following clauses.

4.6 Delivery of goods /work/service

4.6.1 Terms of delivery: The quoted rates shall be in Indian Rupees only on the basis of free delivery at sites of DITE in Delhi.

4.6.2 Advance Sample: The contractor may initially deliver a sample item if required and get it approved by DITE preferably within **30 days** from the date of issue of supply order/work order /award of contract before delivering the balance lot.

4.6.3 Delivery, period & schedules: The delivery of complete goods/work/service in all respects as per order/contract should be made to the concerned store of this Institute on basis of FOR, DITE (Delhi) within **60 days** from the date of issue of supply order/work order /award of contract whichever is the earliest. The contractor shall not arrange part-shipments and trans-shipments without permission of DITE. The Insurance cover including insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery/commissioning shall be obtained by the contractor in his own name and not in the name of the Consignee. The Consignee will as soon as possible but not later than 30 days from the date of arrival of goods at destination notify the contractor of any loss or damage to the goods that may have occurred during transit.

The date of delivery of goods/work/service stipulated in the order/contract shall be deemed to be the essence of the contract and delivery must be

completed before the date of delivery as specified in the supply order/ work order/award of contract.

4.6.4 Actual date of delivery: The date of satisfactory completion of work duly accompanied by certified good receipt note & certificate of completion will only be considered as the actual date of supply/date of delivery of goods/work/service. Part supplies except the samples are not acceptable. The delivery will not be deemed to be completed until and unless goods/work/service are inspected & accepted by the Consignee /end user /Inspecting Authority of DITE with Product information brochure and or Users/operating manual (two copies) supplied with goods/work/service, wherever applicable. The Competent Authority, DITE reserves the right to reject supplied goods/work/service which do not conform to the tendered specification or received after date of delivery to safeguard Government interests and in the interest of Institute.

4.7 Assignment / Sub-contracts: The contractor shall not assign either in part or whole its contractual duties/responsibilities and obligations to perform the contract to any third person and in all cases, the responsibility of fulfilling the contractual obligations will remain with the contractor only.

4.8 Incidental services: The supplier will provide required jigs & tools, operation manuals, installation, Commissioning, training & after sales service & Warranty/guarantee etc.

4.9 Warranty/guarantee: The contractor shall certify that the goods/ work /service supplied to the Purchaser under this Contract are of best quality and workmanship and new in all respects and are strictly in accordance with the specifications and particulars mentioned under Section-5 "Schedule of Requirement & specification".

Comprehensive Warranty/guarantee is for **Three (3) years** from the date of successful commissioning of the complete work & shall cover each and every part of the item including consumables, parts having limited life and non-consumable parts etc. The Institute is not liable to pay any charges on any account during the warranty period.

The contractor shall pay to the Purchaser such compensations that may arise by reasons of the warranty therein contained but not attended by the contractor.

4.10 Service Backup & AMC: Upon Completion of 3 years of Comprehensive Warranty/guarantee period, as and when required by DITE the supplier is bound to provide spare parts, service backup and or AMC (on payment basis) for the machines supplied upon for a minimum period of 10 years.

4.11 Payment terms: 100% Payment shall be made after receipt of complete goods/work/service, subject to due inspection, installation, successful commissioning and take over by the consignee/end user. The contractor has the entire responsibility of collecting/receiving satisfactory completion report from the end user and submitting

it along with bills in triplicate at the paying authority. The payments shall be made in the currency authorized in the contract. No advance payment shall be made.

4.12 Amendment / modification of contract: If necessary, the purchaser may notify the contractor regarding modification / amendment of terms & conditions of the contract, by a written order not amounting to either increase or decrease in the accepted prices.

4.13 Default/Delay/penalties

4.13.1 Default after opening of tenders: EMD of tenderer will be forfeited in case the tenderer withdraws/ modifies / alters / amends its tender from the tender in any respect after the due date of tender & within the period of validity of tenders.

4.13.2 Default after notification of award of contract: EMD of successful tenderer will be forfeited in case (i) The successful tenderer does not furnish Performance security within prescribed time as per tender terms & notification of award of contract **or** (ii) the successful tenderer responds to the notification of award without performance security but with a fresh condition/terms other than the ones in the tender/negotiated as per rule before such notification **or** (iii) Submission of misleading / contradictory / false statement or information and fabricated / invalid documents is detected after notification of award of contract/order.

(In case of registered contractor with DGS&D / NSIC having exemption from EMD, the Institute may impose a penalty including cancellation of registration and/or blacklisting the contractor as per rule, depending upon urgency of requirement as per final decision by the Competent authority, DITE)

4.13.3 Default after furnishing of Performance security: In the event of any loss to the purchaser, due to contractor's failure to fulfil the contractual obligations etc., the performance security will compensate the loss i.e. the Director cum Principal, DITE will deduct the amount from performance security and release the balance amount as stipulated.

Submission of misleading/false document: The Performance Security of the contractor will be forfeited with termination of contract if submission of misleading / contradictory / false statement or information and fabricated / invalid documents is detected after award of contract/order.

For Non-supply of goods/work/service: The Performance Security of the contractor will be forfeited with termination of contract If neither supply has been made nor prior extension of date for supply has been obtained. The Institute may procure the goods/work/service on Risk purchase basis at the cost of contractor. The Institute may also impose a penalty and/or blacklist the Contractor, depending upon urgency of requirement as well as the loss of revenue due to non-availability of such store. The time period for making risk purchase shall be 3 months.

For delayed supply of goods/work/service: The delayed supply of goods/work/service, for which prior approval for extension of date for supply has not been

obtained, will be accepted only with penalty. The Competent Authority reserves the right to levy liquidated damages equivalent to 0.5 % of the price of the delayed goods/work/service per week which will be charged / deducted according to the delay in supply of the goods/work/service beyond expiry of the supply period subject to a maximum of 10% of the total value of the order.

Due date extension request: In case, the supply of goods/work/service cannot be delivered within the due date of delivery, the contractor shall have to obtain a prior permission for extension from the Director cum Principal. However, the extension of date of delivery is admissible only with penalty as per rule. In special circumstances, extension may be granted by the Director cum Principal without penalty.

4.13.4 Termination for Insolvency: If the contractor becomes bankrupt or otherwise insolvent, the Institute, reserves the right to terminate the contract at any time, by serving written notice to the contractor without any compensation, whatsoever, to the contractor, subject to further condition that such termination will not prejudice or affect the rights and remedies which have been accrued and / or will accrue thereafter to the Institute.

4.13.5 Force Majeure: In the event of any unforeseen circumstances directly interfering with the supply of goods/work/service arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Contractor shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, except those which had occurred under any other clause of this contract prior to such termination.

4.14 Code of ethics: The Institute, as well as the Bidder / Contractors / Manufacturers / Authorised Supplier under the contract shall observe the highest standard of ethics including laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988", during the procurement or execution of such contracts. If the tenderers /contractors are found in Bid pooling or against law against fraud and corruption then their firms may be black listed.

4.15 Resolution of disputes/arbitration/jurisdiction: In case of any difference/dispute between the Institute and the contractor arising relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the Parties fail to resolve within 21 days of its occurrence, then either party may seek to refer the dispute for sole arbitration by any person to be nominated by the Director cum Principal, Delhi Institute of Tool Engineering, Delhi. The award of the arbitrator

so appointed shall be final and binding on both the parties. However during the arbitration proceedings the parties shall not delay or postpone the performance of their respective obligations pursuant to the contract. The courts of place from where the notification of award is issued shall alone have the jurisdiction to decide any dispute.

SECTION-5

SCHEDULE OF REQUIREMENT & SPECIFICATION

LIST OF REQUIREMENTS:

- 5.1 Scope of supply of goods/work/service:** The list of Requirement along with technical Specification of the goods/work/service is given in the Annexure-6.
- 5.2 Technical compliance:** The tenderer should submit a technical compliance statement clearly indicating the deviations (if any) in the prescribed format given under Annexure-4.
- 5.3 Quality parameters:** With reference to the specifications as per Annexure-6, the Quality, dimensions, adequate fittings, fasteners, weather proofing, surface finish, injury proof, surface treatment including painting, appropriate packing, proper identification marking of goods including samples are the broad parameters of quality to manufacture, check, test & comply with in line with national/international standards. The Inspection authority/Technical committee of the Institute shall be the final authority to issue the certificate of compliance of the technical requirement.
- 5.4 Schedule of Requirement & EMD:**

S.N.	Name of Machines	To be installed at		STTC	Total, Nos.	EMD Amount, RS.
		Campus-I	Campus-II			
1	Lathe	6	4	2	12	3,00,000
2	Drilling Machine	3	2	1	6	20,000
3	Power Hack saw Machine	1	1	-	2	25,000
4	Hand Operated Moulding Machine	1	1	-	2	10,000
5	Welding Machine	1	1	-	2	10,000
6	EDM Machine	2	1	-	3	90,000
7	Milling Machine	2	2	1	5	90,000
8	Surface grinder	1	2	1	4	75,000
9	Cylindrical grinder	1	1	1	3	35000
10	Shaper Machine	-	1	1	2	20,000

Annexure-1

Undertaking (Commercial capability)

(To be submitted in Technical bid)

Tender Enquiry No.....

Due date.....

Sir,

I/we undertake, certify & declare the following-

1. We have carefully read and understood all terms and conditions/instructions elaborated in all the sections including IT, CC & annexure of this Tender document and we shall abide by them. Also our organization is not blacklisted by any Govt. Department/ Autonomous body/PSU etc.
2. We are the(manufacturers / authorized suppliers) (tick appropriate option) of the goods/work/service required as per this tender document & our Annual average financial turnover during the last three financial years (2010-11, 2011-12, 2012-13) in the books of accounts is Rs.....
3. As per clause-2.2.3 following are the details of similar natures of works, which we have executed successfully.

S. N	Name of Customer/ Address/ phone	Cost, Rs.	Brief description of work done
1			
2			
3			

4. Our valid
 - i) TIN No. is.....valid upto.....
 - ii) PAN No. is.....valid upto.....
 - iii) Service Tax No. is.....valid upto.....
5. Latest ITR return is filed in the name of.....
6. Latest VAT/Sales tax return/Service tax return is filed in the name of.....
7. The name of Proprietor is Mr./Ms.....
8. We authorize Mr./Ms.....having designation ofto sign this offer/tender.

.....

.....

(Signature with date, name and designation)

For and on behalf of M/s.....

(Name, Address & Telephone No & seal of the Tenderer)

Annexure-2

Undertaking (Technical capability)

(To Be Submitted in Technical Bid)

Tender Enquiry No.....

Due date.....

Sir,

I/we undertake, certify & declare the following-

1. If our tender is accepted, we undertake to supply the goods/work/service with required specification and perform the services in accordance to the terms & conditions in this tender document including the delivery schedule.
2. Our company/product has..... Certification.
(BIS/ISO)(Tick the appropriate option).
3. The details of our local service facility nearest to Delhi/New Delhi/NCR is
.....
.....
..... (Responsible person,
Name, Complete address, telephone no's, e-mail I.D. etc.)
4. The tentative schedule of training (if any) is.....
5. The details of Mode of despatch are.....
6. The details of instructions for special preparation for installation (if any) are.....
7. Our details of Infrastructures are as follows-

S.N	Parameter	For "Manufacturer"	For "Non-Manufacturers"
1	No. of personnel employed		
2	Manufacturing facilities		
3	Quality control systems		
4	After-sales-service facilities		
5	Any other information		

.....

.....

(Signature with date, name and designation)

For and on behalf of M/s.....

(Name, Address & Telephone No & seal of the Tenderer)

Annexure-3

Manufacturer's Authorization Letter

(To Be Submitted in Technical Bid on the Manufacturer's Letter Head)

Tender Enquiry No.....

Due date.....

Yours faithfully

.....
.....

(Signature with date, name and designation)

For and on behalf of M/s.....

(Name, Address & Telephone No & seal of the Tenderer)

Annexure-4

Technical Compliance Statement

(To Be Submitted in Technical Bid on Letter Head)

Tender Enquiry No.....

Due date.....

Note:

1. Tenderer should indicate in the Remarks column the “Brand/ make name equivalent or higher than the required brand” & “any deviation from Tender specifications in unambiguous terms”.
2. Tenderer should attach list of standard accessories & spares that will be supplied along with the machines.

Format 4-A (Technical Compliance Statement)

S.N.	Name of Machines	Qty, Nos.	Remark
1	Lathe as per Tender specification	12	
2	Drilling Machine as per Tender specification	6	
3	Power Hack saw Machine as per Tender specification	2	
4	Hand Operated Moulding Machine as per Tender specification	2	
5	Welding Machine as per Tender specification	2	
6	EDM Machine as per Tender specification	3	
7	Milling Machine as per Tender specification	5	
8	Surface grinder as per Tender specification	4	
9	Cylindrical grinder as per Tender specification	3	
10	Shaper Machine as per Tender specification	2	

Format 4-B (List of standard accessories & spares that tenderer will supply along with each machine)

S.N	Name of the Machine	List of standard accessories & spares that will be supplied along with each machine.

Pl. attach extra sheets

.....

.....

(Signature with date, name and designation)

For and on behalf of M/s.....

(Name, Address & Telephone No & seal of the Tenderer)

Annexure-5

Checklist for Technical Bid Evaluation

(To Be Submitted in Technical Bid)

Tender Enquiry No.....

Due date.....

(Note: Please Ensure that the following requirements are complied with)

S.N.	Information to be provided	To be filled by the Bidder		For office use
		Fill particulars	Reason for not filling	
1	Original instrument of EMD No. Dated.of Amount Rs is submitted in physical form	Yes / No		
2	Leaflets/Catalogues/literature/photographs /Drawings/Sketches for products in physical form are submitted	Yes / No		
3	Scanned copy of EMD/exemption certificate is submitted	Yes / No		
4	Scanned copy of BIS/ISO certification is submitted	Yes / No		
5	Scanned copy of latest Income Tax Return (ITR) is submitted	Yes / No		
6	Scanned copy of Registration certificate for VAT/Sale tax/service tax is submitted	Yes / No		
7	Scanned copies of audited P/L & final financial statement accounts showing Annual financial turnover for the last three years (2010-11,2011-12,2012-13) is submitted	Yes / No		
8	Scanned copies of 'Work Orders with work completion certificates' as per clause-2.2.3 are submitted	Yes / No		
9	Scanned copies of Annexure 1,2, 3, 4 & 5 duly filled, signed & stamped are submitted	Yes / No		
10	Average Annual turnover for last 3 years ending March 2013 is Rs.----- --& submitted	Yes / No		
11	Minimum Work experience criteria as per clause- 2.2.3 is met	Yes / No		

Note: Original copies of all requisite documents must be produced for verification of the information provided whenever called for.

.....

(Signature with date, name and designation)

For and on behalf of M/s.....

(Name, Address & Telephone No & seal of the Tenderer)

Annexure-6

Schedule of requirement & Technical Specifications

Note: This Annexure need not be submitted (only for reference)

Name of work: Supply of Machines

Manuals & Certificates:

5 sets of operation / maintenance manuals, containing manuals, containing electrical circuit diagram, detailed assembly drawings of each sub assembly with part list shall be provided. Test certificate shall be furnished along with the machine.

1. Lathe Machine

- Specification

Sliding Surface & Screw cutting Lathes (All Gear Head) std.

Distance between Centres is 1000 mm.

Swing over bed is 500 mm.

Machine slide (bed on which machine will travel) should be of single piece cast iron block with hardened and ground guide ways.

Automatic lubricating for each slide shall be provided.

All moving guide ways, as well as their matching moving parts, shall be of hardened and ground steel.

Operator's platform shall be provided

Machine light shall be provided.

For proper evaluation of the offer, machine catalogue / Drawings / Sketches shall be provided along with the quotation.

Standard tool kit for operation and maintenance of the machine shall be provided.

Induction hardened and ground one piece beds, 4 way tool post, Easily selectable spindle speeds in geometric progression, Headstock gears are case hardened, The universal gearbox should be totally enclosed and provides a range of metric or imperial threads, Saddle gearbox should enable selection of feed to x and y axis, or to screw cutting and should be available in left or right hand form.

- Power Supply:

AC 3-Phase, 415 V +10%/-15%, 50 HZ +/-3%

- Standard Accessories & spares:

3 Jaw and 4 jaw chuck, Quick-change tool post, Steadies, centres and revolving face plates, Taper turning, Complete Tool Kit , Side small Almirah (three shelves) with lock for Tools and Accessories, Lubrication Pump with its piping's, All Oil Seals and other standard accessories & spares are to be supplied along with Machine (like collet, chuck and set of collets).

2. **Drilling Machine(Bench type pillar type drill machine)**

- Specification

Specification	
Spindle Travel	125-150 mm
Table Size	(250-300) X (450-500) mm.
Column Height	1000-1400 mm Approx.
No. of Spindle Speed	8 -10
Range of the Speed	100-3000 RPM
Range of Feed	2 mm/ Revolution
Taper of Spindle	MT3

- Standard Accessories & spares:

Standard accessories & spares are to be supplied along with the machine.

3. **Power Hack saw Machine**

- Specification

Specification	
Max. Diameter	300 mm
Max. Square	250 mm
No. of Speed	Upto 4
Stroke Length	140 mm (Approx)
Blade Size	18" – 20"
Coolant Facility	Required

- Standard Accessories & spares:

Standard accessories & spares are to be supplied along with the machine.

4. **Hand operated Moulding Machine**

- Specification

Specification	
Machine Capacity,oz	1/2
Practicing Capacity, kg/Hr	6
Heat Consumption Watts	500
Nichrome Wire gauge	28
Shots/ht	100

- Standard Accessories & spares:

Standard accessories & spares are to be supplied along with the machine.

5. A.C. Arc Welding Machine

- Specification

Specification	
Supply AC Current	250 Amps.
Supply voltage	220 V
Phase	1
Frequency	50 Hz
Cooling	Natural
Insulation class	'H'
Max. Elect/ size	3.15 mm

- Standard Accessories & spares:

Welder tool kit, Welding goggles, Globes, Small hammers, Electrodes, file sets & other standard accessories & spares are to be supplied along with the machine.

6. EDM Machine

- Specification

Specification	
Work table, mm, minimum	250x400
Longitudinal movement,(X) mm (min)	200
Cross movement (Y), mm, minimum	160
Work Tank dimensions(inside), mm (min)	650x400x225
Vertical Z-axis, mm, minimum (min)	150
Electrode Weight carrying Capacity, kg	25 kg.
Max. Work-piece weight (Kg)	150 Kg
Max. (MRR)(mm ³ /min)	

- Standard Accessories & spares:

Standard accessories & spares are to be supplied along with the machine.

7. Milling Machine

- Specification

Table size of Vertical Drive Milling Machine	250 x 1200
Longitudinal Travel Manual	600 mm
Vertical Travel	320-350
Cross Travel	350 mm
Spindle Taper	ISO 40
Head Tilt 45° Up & Down	...do..
Head move 90° Left & Right Horizontal	...do..

No. of Speeds	08 (Min 50- 75 RPM) (Max up to 4000 RPM)
---------------	-------------------------------------------------

Duly seasonal alloyed heavy duty casting.

High quality steel to be used in shafts & gears.

Interchange ability of parts ensured through standardisation & quality control.

All sliding screws fitted with Bronze Bushes & bearing for smooth running & easy interchangeably.

Ram, Cross Slide. Main Working Table all alignments with Taper grib strips.

The machines table accuracy should be within one two Micron

Vibration free

Precision, honed head hardened & grinded, seasonal cast steel body.

Machine structure should be rigged so that vibrations do not occur during machining

Machine slide (bed on which machine will travel) should be of single piece cast iron block with hardened and ground guide ways.

Automatic lubricating for each slide shall be provided.

All moving guide ways, as well as their matching moving parts, shall be of hardened and ground steel.

Operator's platform shall be provided

Machine light shall be provided.

For proper evaluation of the offer, machine catalogue /Drawings / Sketches shall be provided along with the quotation.

Standard tool kit for operation and maintenance of the machine shall be provided.

- Power Supply:

AC 3-Phase, 415 V +10%/-15%, 50 HZ +/-3%

- Standard Accessories & spares:

Electric Motor & Panel, Arbour with Draw bars , Handle & Tool Kit, Horizontal Attachment, Swivelling Milling Vice, Slotting Attachment, Collet Adapter with One set of Collets , Coolant System & Forced Lubrication, Lubrication Pump with its piping's , All Oil Seals & other standard accessories & spares are to be supplied along with the machine.

8. Hydraulic Surface Grinding Machine

- Specification

Surface on the Table L X B X H	450 X 230 X 330 mm
Longitudinal table travel	500 mm
Cross table travel	250 mm
Spindle centreline to table	430 mm
Table size	450 X 230 mm

Bench speed	3-23 m/min
Cross hand wheel graduation	0.02 mm
Cross hand wheel per revolution	3 mm (approx)
Wheel size(OD X W X ID)	200 X 16 X 31.75 mm
Vertical fine adjustment graduation	0.002 mm

Base: The machine should be built of Heavy Duty cast iron with high grade cast iron base hand scraped to fine tolerance to achieve highest accuracy. Design to make easy movement of table slide by providing V-ways and flat ways duly hand scraped to fine tolerance to achieve highest accuracy.

Wheel Head: The Grinding wheel spindle should be hardened and grounded. The spindle must runs in precision angular contact bearings and driven by flange mounted motor through flexible couplings.

Micro Feed System: Vertical grinding wheel slide movement should be down at right side in the body. The vertical wheel dial least count should be 0.01 mm and micro feed least count in 0.02 mm.

Machine structure should be rigged so that vibrations do not occur during machining Machine slide (bed on which machine will travel) should be of single piece cast iron block with hardened and ground guide ways.

Automatic lubricating for each slide shall be provided.

All moving guide ways, as well as their matching moving parts, shall be of hardened and ground steel.

Operator's platform shall be provided

Machine light shall be provided.

For proper evaluation of the offer, machine catalogue / Drawings / Sketches shall be provided along with the quotation.

Standard tool kit for operation and maintenance of the machine shall be provided.

Machine slide (bed on which machine will travel) should be of single piece cast iron block with hardened and ground guide ways.

Automatic lubricating for each slide shall be provided.

All moving guide ways, as well as their matching moving parts, shall be of hardened and ground steel.

Operator's platform shall be provided

Machine light shall be provided.

For proper evaluation of the offer, machine catalogue / Drawings / Sketches shall be provided along with the quotation.

Standard tool kit for operation and maintenance of the machine shall be provided.

- Power Supply:

AC 3-Phase, 415 V +10%/-15%, 50 HZ +/-3%

- Standard Accessories & Spares:

Balancing Stand and Mandrel , Diamond Dresser , Lubrication Pump , Tool Kit , One Grinding Wheel with flange , Magnetic Chuck , Coolant Equipments , machine Lamp (230 V AC) , Wheel Flange Unit & other standard accessories & spares are to be supplied along with the machines.

9. **Cylindrical Grinding Machine**

- Specification

Max Centre diistance	600 mm
Max. Height of centre	130 mm
Max. Swing over bed	250 mm
Grinding wheel size	350 X 25 X 127 mm
Table swivel either side	4° approx.

Machine slide (bed on which machine will travel) should be of single piece cast iron block with hardened and ground guide ways.

Automatic lubricating for each slide shall be provided.

All moving guide ways, as well as their matching moving parts, shall be of hardened and ground steel.

Operator's platform shall be provided

Machine light shall be provided.

For proper evaluation of the offer, machine catalogue / Drawings / Sketches shall be provided along with the quotation.

Standard tool kit for operation and maintenance of the machine shall be provided.

- Power Supply:

AC 3-Phase, 415 V +10%/-15%, 50 HZ +/-3%

- Standard Accessories & spares :

Standard accessories & Spares are to be supplied along with the machine.

10. **All Geared drive Shaping Machine**

- Specification

Length of Stroke (min)	400 - 600 mm
Horizontal Traverse of Table	440-460mm
Vertical Traverse of Table	300-320 mm
Top clamping surface of Table	260-280mm X 460-480mm
No. of Speed	4
Range of Speeds	16-28-40-65
Motor Required for	2 H.P. (Minimum)
Vertical travel of Tool Post Side	150 mm (Accurate)
Max. Distance from table to ram	350 mm

Separate lever for minor adjustments in the ram stroke length shall be provided.

Machine structure should be rigged so that vibrations do not occur during machining.

Machine slide (bed on which machine will travel) should be of single piece cast iron block with hardened and ground guide ways.

Automatic lubricating for each slide shall be provided.

All moving guide ways, as well as their matching moving parts, shall be of hardened and ground steel.

Operator's platform shall be provided on both sides of machines.

Machine light shall be provided.

For proper evaluation of the offer, machine catalogue / Drawings / Sketches shall be provided along with the quotation.

Standard tool kit for operation and maintenance of the machine shall be provided.

- Power Supply:

AC 3-Phase, 415 V +10%/-15%, 50 HZ +/-3%

- Standard Accessories :

Swivelling Vice, Crank Handle, Motor Pulley, V. Belts, Automatic Feed to Tool Slide, Vertical Auto Feed to Working Table, 10 No's Clamping Nuts and Bolts with Washers and other standard accessories & spares are to be supplied along with the machine.

- Spares:

Following spares shall be provided:

- | | |
|---------------------------------------|--------|
| 1. Lubrication pump with its piping's | 01 set |
| 2. All Oil seals | 01 set |
| 3. Lead nut for ram movement | 01 no. |
| 4. Lead nut for Tool head slide | 01 no. |