

IMPORTANT: TENDERERS SHOULD READ THE TENDER PAPERS CAREFULLY; SUBMISSION OF TENDER SHALL MEAN THAT THE TENDERER HAS READ AND UNDERSTOOD ALL THE TERMS AND CONDITIONS OF THE TENDER AND AGREES AND BINDS HIMSELF/THEMSELVES TO THE SAME. ALL PAGES OF THE TENDER DOCUMENTS SHOULD BE SIGNED BY THE TENDERER(S) AND RETURNED WITH THE TENDER.

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**TENDER NO: CTR/LDH/1810/Mach/2017-81**  
**DUE ON : 30.08.2017**

**DATED: 29.07.2017**  
**AT: 02:00 p.m.**

**PART – I**

**INVITATION OF TENDER**

From: The General Manager.  
Central Tool Room  
A-5, Focal Point  
Ludhiana-141 010  
India.

To :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 1.0 Tender for “**E-Plan Educational Software**” as per specifications given in the attached Schedule (Part-III) are invited by the General Manager, Central Tool Room, Ludhiana, India (hereinafter called the “Tool Room and/or the Purchaser”). The tenders shall be received up to 02.00 p.m. on 30.08.2017 and shall be opened in the presence of intending tenderers at 3.00 p.m. on 31.08.2017. Tenders received late will not be accepted. Tenders should be accompanied by interest free Earnest Money of an amount of Rs. 17,000/- (Rupees seventeen thousand only) in the form of Demand Draft / Bank Guarantee in favour of “Central Tool Room Ludhiana” payable at Ludhiana. Tenders without Earnest Money or bank guarantee in lieu thereof will not be accepted. Tenderers registered with DGS&D/GeM and/or NSIC for machine/goods/software mentioned in Part-III are exempted from depositing Earnest Money and Security Deposit on submission of proof of registration, alongwith the tender.

- 2.0 Tenders must be submitted on-line only on or before the stipulated date and time.
- 3.0 All pages of this tender document are to be signed and submitted with tender.
- 4.0 The tenders should be valid for acceptance for a period of 90 days from the date of tender opening (due date). It is understood the tenderers are being permitted to tender in consideration of the stipulation on their part that after submitting their tenders they will not resile from their offer(s) or modify the terms and conditions thereof. If the equipment tendered deviates from tender specifications, a deviation statement should be enclosed with the tender. If there is no deviation "Nil Deviation" confirmation should be enclosed with the tender.
- 5.0 a) If you are a firm (i.e. if you have a Partner or partner(s), the authorized partner holding the Power of Attorney must sign each page of tender. A copy of the partnership agreement should be enclosed. A copy of the Power of Attorney duly executed in his favour authorizing him to bind the firm in all matters pertaining to the contract, including the submission of any dispute relating to business of the firm to arbitration, should be attached to the tender. Original documents are to be shown if and/or when required.
- b) If you are not a firm, the following certificate is to be attached to the tender:
- "I certify that I am the sole proprietor and there are no other partner doing business jointly with me."
- c) In case of the limited company, tender documents should be signed by the managing director and the following certificate should be attached to the tender:
- "I certify that I am the managing director and I hold the power of attorney executed in accordance with the Articles of Association of the Company to sign all the documents on behalf of the company."
- d) THE REQUISITE CERTIFICATE AS PER (a), (b) OR (c) ABOVE, CURRENT INCOME TAX CLEARANCE CERETIFICATE AND CERTIFICATE OF REGISTRATION WITH DGS&D OR NSIC, IF APPLICABLE, ARE TO BE ENCLOSED WITH PART "A" OF THE TENDER.
- 6.0 The Tool Room reserves the right to reject any or all offers without assigning any reason whatsoever. The Tool Room also reserves the right to accept any tender in whole or in part without assigning any reason whatsoever. The successful tenderer shall be notified of the acceptance of the tender and till such intimation is received, tenderer(s) should not make any arrangement or incur any expenditure in anticipation of the receipt of notice of acceptance of the tender.
- 7.0 Machine/equipments/good/software is to be installed and used at Central Tool Room, Ludhiana, Punjab.

Other conditions of the Tender are:

- i) The basic consideration and the essence of the contract shall be strict adherence to the stipulated time schedule for the supply of contracted machine/equipment/goods/software i.e. “Time is the Essence of Contract”.
- ii) Failure and Termination: On acceptance of tender, if the tenderer whose tender is accepted fails to deliver the machine/equipment/goods/software within the period fixed for such delivery in the contract or as extended, or if the contractor repudiates the contract at any time before the expiry of such period, the purchaser may, without prejudice to their other rights-
  - a) Recover from the Contractor Liquidated Damages and by way of penalty a sum equivalent to 2% of the price of any machines /equipments/goods/software (including element of taxes, duties, freights, etc) which the Contractor have failed to deliver within the period fixed for delivery in the contract or as extended, for each month or part of a month for which the delivery of such machine/equipment/goods/software may be in arrears when deliver thereof is accepted after expiry of the aforesaid period subject to maximum of 10.0% of the contract value.

OR
  - b) Cancel the contract or a portion thereof and, if so desired and purchase the machine/equipment/goods/software not so delivered or others of a similar description (where machine/equipment/goods exactly complying with particulars are not, in the opinion of the Purchaser [which shall be final] readily procurable) at the risk and cost of the Contractor. It shall, however, be the discretion of the Purchaser to obtain or not, the Performance Guarantee Bond from the firm/firms on whom the contract is placed at the risk and expense of the defaulting firm/firms.
- iii) Force Majeure: The Contractor shall not be liable to forfeiture of security deposit, liquidated damages or termination for default, if and to the extent the delay in performance or other failures to perform its obligations under the contract is the result of an event of Force Majeure. For the purpose of this clause “Force Majeure” means an event beyond the control of the Contractor and not involving the Contractor’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Contractor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Contractor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- iv) Any dispute or difference arising in interpretations or applications of provisions of the Contract shall be referred to the sole arbitration of Development Commissioner, Ministry of MSME, Govt. of India or any other person appointed by him. The award of the arbitrator shall be final and binding on both the parties. Arbitration shall be governed by Indian Arbitration Act. In case of any litigation the jurisdiction shall be Ludhiana
- v) In case of any change in the constitution of firm tenderer/contractor shall notify the same to the Tool Room provided that such change shall not relieve any former member/partner of the firm from any liability under the contract and provided that no new member/partner shall be accepted by the firm unless he agrees to abide by all the terms and conditions of this contract.
- vi) These tender documents are non-transferable.

For GENERAL MANAGER

Dated, Ludhiana, 11<sup>th</sup> August, 2017

**PART – II (a)**

**TENDER**

To  
The General Manager,  
Central Tool Room,  
A-5, Focal Point,  
Ludhiana-141010. (India)

Dear Sir,

I/We agree, on acceptance of the tender in whole or in part, to supply to Central Tool Room, Ludhiana, India, the machine/equipment/goods and accessories, detailed in the Tender enclosed herewith at prices quoted by me/us therein. I/We agree to hold the offer open for 90 days from the due date. I/We have read and understood the terms and conditions of the Tender Documents which shall become Contract on acceptance of tender, and agree to be governed by the same. I/We specifically undertake that I/We will not resile from my/our offer or modify the terms and conditions thereof.

\_\_\_\_\_  
Signature of the Tenderer

Place : \_\_\_\_\_

Date : \_\_\_\_\_

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Name & Address : \_\_\_\_\_

Of the firm : \_\_\_\_\_

**WITNESS**

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Name & Address : \_\_\_\_\_

Of the firm.

**Part-II (b)**

**Tender**

Performa for commercial bid :-

(Tenderer need not use this document exclusively but the offer should be in this format to the extent possible)

1. Tender No. & Date
2. Particulars of item/machine offered:-

<u>Sr. No.</u>	<u>Particulars</u>	<u>Qty.</u>	<u>Rate</u>	<u>Amount</u>
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Total \_\_\_\_\_

3. Particulars of Standard and Essential Accessories and Spares:-

<u>Sr. No.</u>	<u>Particulars</u>	<u>Qty.</u>	<u>Rate</u>	<u>Amount</u>
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Total \_\_\_\_\_

4. Particulars of optional Accessories & Spares:-

<u>Sr. No.</u>	<u>Particulars</u>	<u>Qty.</u>	<u>Rate</u>	<u>Amount</u>
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Total \_\_\_\_\_

5. Total Offer Price of Main items and Essential Accessories (2+3): -

<u>Amount</u>	<u>Rate</u>
i) Basic Amount	:
ii) Packing charges	:
iii) Excise duty	:
iv) Sales Tax	:
(We can issue form 'C' and are covered under VAT)	:
v) Forwarding charges	:
vi) Freight (pl. mention mode of Transport also)	:
vii) Transit Insurance	:
viii) Installation charges	:
ix) Commissioning charges	:
x) Training charges (Pl. specify free training and paid training for no. of personnel and days separately)	:
xi) Any other charges (Pl. specify)	:

(CTR will be at liberty to load the bidders & overheads etc. in case these are not indicated explicitly)

Total \_\_\_\_\_  
\_\_\_\_\_

- xii) Delivery period  
xiii) Warranty/Guarantee: -

(Pl. specify the details of parts not covered and mention whether the warranty is for replacement or for repair. Responsibility for transportation etc. for replacement/repair should also be clearly mentioned)

- xiv) Inspection Details: -  
xv) Payment terms: -  
(Our payment terms are within 30 days after the receipt of the material. Deviations can be accepted in certain cases. But parties accepting our payment terms shall be preferred)

### **PART – III**

E-Plan Education Software Package (25 user licenses + 1 trainer license) including service and data portal access for 1 year;

Required Qty.: 01 Set

#### **NOTES:**

1. Licenses should be perpetual.
2. Six days training on FOC basis at site to be provided.
3. Proprietary Certificate to be provided with offer.
4. Hard / Soft copy of user manuals in English language.



**PART – IV**

**SPECIAL CONDITIONS:**

1. Training of Purchaser's staff is tenderer's responsibility.
2. Delivery Schedule: As per the terms of purchase order.
3. The tender is required to give on a separate sheet for Total Life Cycle costing of the supply.
4. Position of availability of Service Engineer in case of break down / support, along with expected time to reach CTR and position of availability of spare parts in future should clearly be stated.

\_\_\_\_\_  
Signature of the Tenderer

Place: \_\_\_\_\_

Name :

Date: \_\_\_\_\_

Designation :

Name & Address of the firm : \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**WITNESS**

Signature :

Name :

Designation :

Name & Address of the firm :