



Chandigarh Industrial & Tourism Development Corporation Limited

CIN: U45202CH1974SGC003415

(A Chandigarh Administration Undertaking)

Regd Office: SCO – 121-122, Sector 17-B, Chandigarh – 160017

Phone No. 0172 – 4644430-34, 2704761, Email: info@citcochandigarh.com,

Website: www.citcochandigarh.com

E-tender

CITCO invites E-Tenders for “Procurement of following machine/ equipment” at Industrial Development cum Facility Centre (A Unit of CITCO), Plot No. 182/40-42, Industrial Area, Phase-I, Chandigarh. For detailed Terms & Conditions, Please Log on CITCO website. The last date of uploading the bids is 04.02.2025.

Sample Polishing Machine	V & U Notch Broaching Machine
Band Saw Machine	Hot Mounting Press for Metallographic Specimen
Universal Milling Machine (Heavy Duty)	Setting up of Civil Lab
Hydraulic Surface Grinder (Heavy Duty)	Machine Shaper: Gear Drive Type (Heavy Duty)



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E-tender

E-Tenders for “Procurement of V & U Notch Broaching Machine” at Industrial Development Cum Facility Centre (A Unit of CITCO), Plot No. 182/40-42, Industrial Area, Phase - I, Chandigarh

CITCO invites e-tender/ e-bids from eligible and qualified Original Equipment Manufacturers (OEM) or Authorized Distributors of OEM or Authorized Dealers of OEM for “**Procurement of V & U Notch Broaching Machine** (qty-01 No) for its Industrial Development Cum Facility Centre Unit, located at Plot No. 182/40-42, Industrial Area, Phase - I, Chandigarh on F.O.R basis

The detailed Technical specification of the machine is at T-1 and the other terms and conditions regarding documentation, packing, Installation & Commissioning is enclosed herewith as Annexure T-2.

Terms and Conditions:-

1. Abbreviations:

Throughout this tender document”, the word/ term:

- a) “CITCO” means Chandigarh Industrial & Tourism Development Corporation Limited
- b) “Working day” means Monday to Friday in week.
- c) “Machine” means the machines/ equipment as detailed at Annexure T-1 If context so requires, “singular” means “plural” and vice versa.
- d) “EMD” means Earnest Money Deposit.
- e) “Purchaser“ means CITCO
- f) “Bid” means the document and financial details submitted by bidder.
- g) “Bidder” or “Tenderer” means the eligible and qualified Original Equipment Manufacturers or Authorized Distributors or Authorized Dealers.
- h) “OEM” means Original Equipment Manufacturer
- i) “IDFC” means Industrial Development Cum Facility Centre Unit (a Unit of CITCO).
- j) “FOR” means Freight on Road at IDFC.

2. **Pre-Bid Meeting:**

A pre-bid meeting will be held on 20.01.2025 at 11:00 AM at Industrial Development Cum Facility Centre (A Unit of CITCO), Plot No. 182/40-42, Industrial Area, Phase - I, Chandigarh to clarify any concerns regarding the tender document.

3. **Clarification of Tender Documents:**

A Bidder may seek clarification of the Tender Document from Office/ Contact Person provided the clarifications are raised before 7 days before the deadline for the bid submission via E mail info@citcochandigarh.com. The response to query will be done within 5 working days on receipt of such E mail request for clarification. Any modification of the Tender Document that may become necessary due to the clarification will be made by through an Addendum/ Corrigendum issue under the sub-clause above.

When the response to clarification changes the requirement significantly and /or when there is not much time left for the bidders to respond to such responses, the time and date of submission of tenders can also be suitably extended.

4. **Eligibility Criteria for Participation in this tender :**

Participation in this Tender Process is open to all bidders who fulfill the ‘Eligibility’ and ‘Qualification criteria. Bidder should meet the following eligibility criteria as of the date of his bid submission and should continue to meet these till the award of the contract. The Bidder,

- a) must:

- i) be a natural person, private entity, or public entity (State-owned enterprise or institution).
 - ii) be a manufacturer of the product offered or be dealer authorized by the Principal/ OEM.
- b) must:
- i. not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons.
 - ii. (including their affiliates or subsidiaries or Contractors/ subcontractors for any part of the contract)
 - (a) Not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organization or Ministry/ Department from participation in its Tender Processes; and/ or
 - (b) Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for:
 - offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
 - offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or
 - suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.
 - (c) Not have changed its name or created a new business entity as covered by the definition of "Allied Firm", consequent to having been declared ineligible/ suspended/ blacklisted/ banned/ debarred as above;
 - (d) Not have an association (as a bidder/ partner/ director/ employee in any capacity)
 - of retired Manager (of Gazetted Rank) or a retired Gazetted Officer of the Central or State Government or its Public Sector Undertakings if such a retired person has not completed the cooling-off period of one year after his retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling-off period from their erstwhile organization.

- of the near relations of executives of procuring Entity involved in this tender process.
- iii. Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/unethical/anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition.

Bidder shall be required to declare fulfillment of following:-

I. Experience and Past Performance:

- a) The bidder (manufacturer or principal of authorized representative – hereinafter referred simply as ‘The Bidder’) should have regularly for at least the last five years, ending 31st March 2024, manufactured, supplied and commissioned the machine, with the same or higher specifications and
- b) The bidder should have manufactured, supplied, erected and commissioned at least 3 numbers (hereinafter referred to as ‘The Qualifying Quantity’) of the machine in at least one of the last five years ending on 31st March 2024, and out of which:
- c) at least two number of offered version/ model of machine should be in successful operation for at least 2 years on the date of bid opening.

The intending Bidder, in case of OEM shall submit a self-declaration on their letter-head, along with the Technical Bid, confirming that they are regular in manufacturing & supplying the similar machine, as asked in this tender.

The intending Bidder, in case of Authorized Distributor of OEM or Authorized Dealer of OEM shall possess valid authorized Distributorship or Dealership license from OEM which shall be engaged in regular manufacturing and supply of similar machine.

For the purpose, the bidder is required to submit relevant papers/ documents.

II. Equipment & Manufacturing Facilities:

- a) ‘The bidder’ must have an annual capacity to manufacture, supply and commissioned at least ‘The Qualifying Quantity’ (see criteria I-a) above). For the purpose, the bidder is required to submit relevant papers/ documents.

III. Financial Standing :

- a) **Turn-over:** The average annual financial turnover of 'The bidder' during the last three years, ending on 31ST March 2024 should be at **Rs. 1.2 Lakhs** (or equivalent in foreign currency at exchange rate prevalent on 31st March 2024) as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries.
- b) **Net-worth:** The net worth of the Bidder firm (manufacturer or principal of authorized representative) should not be negative 31st March 2024 and also ii) should have not eroded by more than 30% (thirty per cent) in the last three years, ending on 31st March 2024.

For the purpose, the bidder is required to submit relevant papers/ documents

- IV. The bidder is required to submit specific technical brochure of machine along with allied information such as Technical documents, packaging and supplies, inspection process/procedure at supplier's site, Installation and commissioning and relevant ISO certifications required for manufacturing of the machine/equipment.

NOTE:- There will be no Relaxation to Startups for the condition of prior turnover and prior experience for start-up enterprises recognized by Department for Industry & Internal Trade (DPIIT). Startups may be MSMEs or otherwise.

Supporting documents submitted by the bidder must be certified as follows:-

- i) All copy of supply/work order; respective completion certificate and contact details of clients; documents issued by the relevant Industries Department/ National Small Industries Corporation (NSIC)/ manufacturing license; annual report, etc. in support of experience, past performance and capacity/capability should be authenticated by the by the person authorized to sign the tender on behalf of the bidder. Original Documents must be submitted for inspection, if so demanded.
- ii) All financial standing data should be certified by certified accountants, for example, Chartered Accountants/ Cost Accountants.

5. Purchase preference to Class-I local Suppliers:

Since the Goods are not divisible, and the bid is to be evaluated on price [the lowest bid (L-1)] alone among all qualified bids. If L-1 is 'Class-I local Supplier', the contract will be awarded to L-1. If L-1 is not 'Class-I local Supplier', the lowest bidder among the 'Class-I local Supplier' will be invited to match the L-1 price subject to Class-I local Supplier's quoted price falling within the margin of

purchase preference, and the contract will be awarded to such 'Class-I local Supplier' subject to matching the L-1 price. If such lowest eligible 'Class-I local Supplier' fails to match the L-1 price, the 'Class-I local Supplier' with the next higher and so on, bid within the margin of purchase preference will be invited to match the L-1 price, and the contract will be awarded accordingly. If none of the 'Class-I local Supplier' within the margin of purchase preference matches the L-1 price, the contract will be awarded to the L-1 bidder.

6. Purchase Preference to MSEs:

MSEs interested in availing benefits must submit their offer with details of the Udhyam Registration Certificate with the Udhyam Registration Number as proof Tender Document - Tend No./ xxxx. The certificate shall be of latest but before the deadline for submission of the bid.

MSEs shall be treated as owned by SC/ ST or women entrepreneurs: The proprietor(s) shall be SC/ ST or women in proprietary MSEs At least 51% shares shall be held by the SC/ ST or women partners in a partnership MSEs. At least a 51% share shall be held by SC/ ST or women promoters in Private Limited Companies MSEs. Support to MSEs shall be exempted from payment of Earnest Money. (MSEs will be required only to submit Bid Security Declaration Form A).

7. Authorization for submission of tender:

- a) The original and all copies of the bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The written confirmation of authorization (in form of letter on the bidder's letter head) to sign on behalf of the bidder confirming the signature as a person duly authorized to sign should be attached with the technical bid of the tender.
- b) The person signing the tender form or any other documents on behalf of the Bidder shall be deemed to warrant that he has authority to bind the Bidder. If subsequently comes to light that the person so signed had no authority to do so, the purchaser may without prejudice to any other civil & criminal remedies cancel the tender and hold the Bidder liable for all costs, charges and damages.

8. Location of supplies:

- a) The details of location where the machine is required to be supplied through this tender are as under:-

Sr. No.	Location	Address of Supplies
1	Industrial Area, Phase - I, Chandigarh	Industrial Development Cum Facility Centre (A Unit of CITCO), Plot No. 182/40-42, Industrial Area, Phase - I, Chandigarh

- b) The bidder is free to inspect the location in the premises before submitting the bid under this tender.
- c) It may be noted that CITCO have full rights to cancel the supplies even after calling the offers from bidders but before the issue of supply order to execute the supply by the bidder. The reason for cancellation of supply would not be disclosed.

9. Scope of Supplies:

- a) The machines shall be supplied in compliance to the specifications mentioned in Annexure-T-1 of the tender.
- b) After the supply of machine as per specifications mentioned in the Annexure-T-1, the bidder has to execute its installation & commissioning at the designated Location. No extra cost shall be paid for this reason.
- c) After the installation & commissioning of machine, the training to the IDFC Staff shall be given wherein the training about the machine's operations, maintenance, information about Do's & Don'ts as well as trouble shooting & all other areas which are necessary for smooth functioning of machine shall be provided to at least two persons designated by purchaser, at site, by the bidder. No extra cost shall be paid to the successful bidder for imparting this training.
- d) The bidder shall offer on-site comprehensive warranty of machine for at least two years from the date of successful commissioning of machine at the designated location. The purchaser is not liable to pay any extra charges on any account during warranty period.

10. Delivery: -

- a) The bidder is required to complete the delivery of machine within ninety (90) days from the date of issue of supply order.
- b) The material shall be inspected on receipt at site and bidder shall be responsible for any damage during the transit of machine/ equipment.
- c) The bidder shall not arrange part shipments and/or trans-shipments without the permission of purchaser. The insurance cover including insuring the goods against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery / Installation & Commissioning shall be obtained by the bidder in his own name and not in the name of purchaser. The purchaser will as soon as possible but not later than 30 days from the date of arrival of goods at destination shall notify the bidder of any loss or damage to the goods.

- d) The delivery of goods thereof is accepted after the expiry of the original delivery period, LD a sum equivalent to 0.5 (half) per cent of the delivered price (including elements of GST, freight and variations) of the delayed Goods for each week of delay or part thereof until actual delivery, subject to a maximum deduction of the 5% of the total contract value will be deducted.
- e) Inexcusable delays of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays will be treated as a breach of contract and will be noted as deficient performance and held against the contractor in future tenders. A show-cause notice will be issued to the contractor before declaring it a deficient performance. In case Competent Authority decides to allow performance of contract, after inordinate delays, maximum limit on LD shall be 10% (instead of 5%) of the total contract value,

11. Goods Receipt and Acceptance: -

A preliminary receipt of goods in premises will be only an acknowledgement of the quantity received. Goods Receipt and Inspection Report (GRIR) will be separately issued which will be an acknowledgement of receipt of the correct quantity as well as quality of goods.

If the received material successfully passes the quantity and quality checks, accounting of the material received shall be based on the Goods Receipt and Inspection Report prepared after inspection and acceptance of the material, which the concerned officers will sign. This includes for payment to be made on proof of dispatch, for which inspection at the suppliers' premises is conducted by an authorized Officer prior to dispatch by suppliers.

In case the received material fails to pass quantity and quality checks, a rejection GRIR will be issued, noting the reasons for rejection. The rejection GRIR will be instructions for the supplier to take back the rejected goods within a 21 number of days. During such time the materials lies with the consignee at supplier's risk and cost.

In case the supplier does not lift the rejected goods within the stipulated time, a ground rent 2% per day of the value of goods will be charged and If the supplier does not respond within 15 days from stipulated time, the material will be treated as scrap and will be disposed it off as deemed fit.

12. Warranty

- a) The bidder shall offer on-site comprehensive warranty of machine for two years (02) from the date of successful commissioning of machine at the designated location & shall cover each and every part of the machine including parts having limited life etc. The purchaser is not liable to pay any extra charges on any account during warranty period.

- b) Warranty Bank Guarantee - The Successful Bidder has to submit fresh warranty bank guarantee equivalent to 10% of the value of good supplied and valid upto 60 days beyond the warranty period. In such case performance security will be returned only after satisfactorily delivery and commissioning and receipt of Warranty Bank Guarantee.
- c) Any part or parts fail or proved defective within the on-site warranty period specified above, owing to defect in design, material or workmanship, the bidder shall have to replace them at the place of installation without asking for any charges.
- d) During the warranty period, expert(s) shall be deputed at site by the bidder within three working days from the date of request from purchaser, to rectify and fixing the defects of machines at the location where machine supplied. The cost of deputation of expert(s) and any other associated expenditure shall be borne by the bidder.
- e) The bidder shall ensure to render after sales services during the warranty period to the satisfaction of purchaser.
- f) The bidder will depute their engineer within three working days to attend the service call received in writing from purchaser.
- g) A penalty of 0.5% of the contract value for every week of delay in response time beyond the specified time as detailed above shall be recoverable from the Performance/ Warranty Guarantee. The maximum penalty for warranty failure will be 5% (Five per cent) of the contract value during the whole warranty period. If there is further such delay after reaching this limit, the purchaser is entitled to encashment of the whole of Performance/ Warranty Guarantee Bonds, besides recording the adverse performance of the contractor for future tenders.
- h) In case of any rectification of a defect or replacement of any defective Goods during the warranty period, the warranty for the rectified/ replaced Goods shall remain till the original warranty period.

If the bidder, having been notified, fails to rectify/ replace the defect(s) within 21 days, it shall amount to a breach of Contract for default, and the buyer is entitled to avail any or all remedial action(s) thereunder, including forfeiture of Warranty/ Performance Bank Guarantee.

13. Earnest Money:

- a) The bidder will be required to deposit earnest money (EMD) of Rs.7500/- in the form of Bank Draft in favour of "CITCO" in any scheduled bank at Chandigarh. The amount of earnest money shall not be accepted through cheque.

- b) The bidder is required to submit EMD offline to the under mentioned address upto the last date of submission of bids. On the envelope, it should be clearly mention as “EMD for e-tender for (name of machine) for IDFC”: -

Dy. General Manager (Technical/ IDFC)
Chandigarh Industrial & Tourism Development Corporation Limited
Regd. Office SCO 121-122, Sector – 17B, Chandigarh (U.T)

- c) The earnest money shall be refundable to the unsuccessful Tenderer. In the case of successful Tenderer(s), EMD amount shall be released upon receipt of Performance Security.
- d) The Purchaser shall not be liable for payment of any interest on EMD.
- e) If any Bidder withdraws his tender before the period of 120 days from the date opening of technical bid or makes any modifications in the terms and conditions of the tender which are not acceptable to the purchaser, then the purchaser shall, without prejudice to any other rights or remedy, be at liberty to forfeit the EMD. Further, in case the Bidder fails to submit performance security within 21 days from the date of allotment, then in that case also, EMD will be forfeited.
- f) The tender shall be liable for outright rejection without earnest money or the same is not deposited as per the laid down procedure.

14. Tender System-cum-e-Reverse Auction (Technical & Financial Bid)

E-Tenders are invited online under two-bid system i.e. Technical Bid and Financial Bid to be uploaded as composite tender. Technical Bid shall be technically evaluated by the Technical Committee constituted by Competent Authority-Managing Director as per the Technical Criteria & Specifications laid down in the Tender Document. CITCO shall verify the technical credentials as supplied. After scrutiny of the information received in the Technical bid, if any other information/clarification will be required, the same will be provided. In case, any information is found false/incorrect, the technical bid of the supplier shall be liable for rejection out rightly.

E-Tenders/ E-bids shall be eligible/ considered for opening of financial bid after fulfilling the technical criteria as laid down for machine. The financial bid of the only Technical Qualified Bidder shall be opened and evaluated as per the recommendations of the Technical Committee constituted by the competent authority which shall be final and binding for all. Further, the financial bids shall be evaluated.

Therefore, the bidder shall quote financial bid (i.e. individual rates adhering to the technical and allied parameters for the supply and installation of the machines/equipment) for machine in the financial bid/ BOQ on FOR basis at IDFC, Plot No. 182/40-42, Industrial Area, Phase - I, Chandigarh

In the financial bid, the Taxes/ Levies, if applicable, should be indicated clearly in the Tender Form as extra alongwith the percentage as applicable failing which it will be treated that the rates quoted by the Bidder are inclusive of all taxes/levies. After this no representation/request regarding payment of such taxes/levies shall be entertained. These taxes/levies will be paid to the Bidder provided the statutory requirements to claim such Taxes/Levies are fulfilled by the Tenderer. Income tax shall be deducted as per rules. If a bidder quotes NIL charges, the bid shall be treated as unresponsive and will not be considered.

e-Reverse Auction: The e-Reverse Auction process will be conducted after the financial bid opening (declaration of L-1 landed price/ s), provided at least 3 number of valid bidders are there. The procedure for e-reverse auction is as follows:-

Shortlisting of bidders eligible to participate in e-Reverse Auction: The highest bidder(s) in the tabulation of prices in the financial bid will not be disallowed from participating in the Reverse Auction (e-RA). If the highest bidders quote the same rate, the Price Offer received last, as per the time log of the Portal, shall be removed first, on the principle of last in first out by the system.

Section II: Instructions To Bidders Tender Document - Tend No./ xxxx If the number of valid bidders is less than the 03 number of bidders, then Reverse auction will not be conducted, and the financial bids will be evaluated.

In the case of 4 to 6 valid bidders lowest three (3) bidders will be allowed to participate in the reverse auction. In the case of more than 6 valid bidders, only 50% of the bidders (rounded up to next integer) will be allowed to participate. However, if MSE bidders or Class-I Local suppliers under the Make in India policy do not come under the above criteria, but their prices in financial bids are within the policy's margin of preference, they will be allowed to participate. Such bidders would be over and above the short-list mentioned above.

Reverse Auction Process (RAP) Note: If the Portal RAP process is different from the one described below, the portal provisions will prevail.

Upon opening the financial bids, a reverse auction platform will be created. The reverse auction will be started within two hours of the bid. There are no participation fees for the e-Reverse auction. L-1 landed price in financial bid (as per the calculation schema based on the Tender Document evaluation criteria) will be the start bid price on which the auction shall be initiated. The decrement value will be 0.5% of the start bid price rounded off to the next unit, tens, hundreds, thousands etc., with a minimum of Rs. 1. The reduction will have to be made as per decrement value or in multiple thereof. All times and periods are as per server time-stamp. There will be auto extensions of time by ten minutes in case of any reduction recorded in the last auto-extension period. The Maximum number of auto extensions will be 50. In case of service disruption at the service provider's end during the reverse auction, the reverse auction process shall start all over again, with the last recorded lowest price of prematurely ended RAP as the 'Start bid' price. The prices quoted in the prematurely ended RAP shall be binding on all the bidders for consideration if the restarted process does not trigger within the stipulated time (or by 5.00 pm on the same day, if not

stipulated). Disruption and restarting of RAP shall be intimated to all the bidders through system/ SMS/ e-mail through the e-procurement portal. Bidders must submit only the landed price in the reverse auction, and only the item wise L-1 price shall be displayed without disclosing the number of bids and names of the bidders.

The landed price shall not be the same for two bidders, even if any bidder makes such an attempt. On the auction's closing time expiry, the bid history showing all the last valid bids offered along with the name of the bidders shall be published. All bidders will have the facility to see and get a print of the same for their record. All electronic bids submitted during the reverse auction process shall be legally binding on the bidder.

If a bidder does not submit his bid in the Reverse Auction, the price quoted in the financial bid shall be considered the valid price of that bidder. The status of Bidder (L-1, L-2 etc.) shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the financial bid, whichever is lower.

The successful L-1 bidder, after the reverse auction, has to upload within 2 working days, the breakup of Landed Prices in the shortfall documents, at which the contract shall be awarded. While giving the breakup, the Bidder shall include the same taxes and duties as quoted while submitting the financial bid. If the L-1 bidder fails to submit the breakup of landed price within the stipulated period, the Procuring Entity shall place an order based on the breakup of the financial bid submitted by Bidder, and the same shall be binding on the bidder. Purchase Preference Short-listed bidders, eligible for any purchase preference policy as per the Tender Document, shall get an opportunity to match the L-1 prices concluded after the reverse auction if their final prices in Reverse Auction fall within the permitted percentage.

15. Payment Terms:

- a) The contractor has to quote/submit in Indian currency i.e. rupees.
- b) The rates quoted shall be inclusive of supply, Installation, Testing and commissioning of the machine - F.O.R. Chandigarh - IDFC, Plot No 182/40-42, Industrial Area Phase -I Chandigarh.
- c) 75% of the total payment will be made after inspection at supplier's site, submission of certificate supplied by OEM confirming technical specifications and dispatch documents given to CITCO.
- d) Balance 25% payment will be made within 30 days after successful installation/ commissioning of machine/equipment at IDFC and receipt of Warranty Bank Guarantee.

- e) The bidder is required to mention the following GST No while issuing invoice for supply of machine.

Sr. No.	Address of Supplies	GST No.
1	Industrial Development Cum Facility Centre (A Unit of CITCO), Plot No. 182/40-42, Industrial Area, Phase - I, Chandigarh	04AAACC6783HAZF

16. **Performance Security :**

The performance security equivalent to 5% of the total cost of machine including insurance, freight etc. shall be given by the successful Bidder within 21 days from the date of award of contract. Performance Security may be furnished in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, online payment or bank guarantee which shall be valid upto 8 months from the date of allotment letter. Further, in case the Bidder fails to submit performance security within 21 days from the date of allotment, then in that case also, EMD will be forfeited and purchase order will be cancelled.

17. **OTHER TERMS & CONDITIONS**

- a) Any corrigendum/amendment in the terms and conditions of the tender document or any other change, if required, will be issued/ published/ uploaded on portal only. It will be the responsibility of the bidder to note amendments and submit in his bid accordingly.
- b) Conditional/telegraphic tender/tender received through fax, tenders without earnest money and submitted not on the prescribed form shall not be entertained.
- c) Tender should only be signed by the authorized signatory along with the seal of the firm. Correction/ overwriting, if any, should be authenticated under the signature of the Tenderer.
- d) In case of allotment, the Bidder shall be duty bound to supply the machine conforming to the technical specification as mentioned in the Annexure ('T/1') and following the other conditions (Annexure 'T/2') such as Documentation, packing, Installation and commissioning, Machine/ Equipment acceptance criteria for the inspection at supplier's site or at the final payment release in Technical Bid to CITCO. After quoting the rates, no request whatsoever may be the reason for increase in the rates will be entertained.
- e) Failure to comply with the contractual/supply obligations by the Tenderer, will lead to blacklisting of the firm for future tendering in the Corporation upto three years and the security deposit shall be forfeited.
- f) The validity of tender/financial bid shall be for 120 days from the date of receipt of tender.

- g) The make mentioned by the Bidder against each item other than prescribed in the Tender document shall be evaluated by a Committee and if found equivalent to the make prescribed then evaluation made will be considered at par and shall be binding and no correspondence in this regard will be entertained.
- h) CITCO reserves the right to withdraw any item mentioned in the Tender Form and no compensation shall be payable for the same.
- i) CITCO shall not be in any manner concerned with the internal affairs of the Bidder i.e. dispute and dissolution, etc. or affairs concerning any other (third) party that the Bidder may be having.
- j) The Managing Director reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
- k) The Managing Director may impose additional terms and conditions as may be required in the interest of the Corporation.
- l) The aforementioned terms & conditions shall be binding and operative between the Bidder and CITCO.
- m) Any dispute is subject to the jurisdiction of Chandigarh only. In the event of dispute, the same shall be referred for arbitration to the Managing Director, CITCO, or any person appointed by him/her. The award of the Arbitrator shall be final and binding on both the parties.

Managing Director

ANNEXURE T-1

FORMING PART OF TECHNICAL BID

SUPPLY & INSTALLATION OF V & U NOTCH BROACHING MACHINE WITH SPECIFICATIONS AS BELOW		
DESCRIPTION OF REQUIREMENT		
Sr. No.	Parameter	Specification
1	Machine Type	Automatic
2	Type of Broach	'V' Notch and 'U' Notch
3	Sample possibility	Izod 10x10x75mm and Charpy 10x10x55mm
4	Accessories	2 nos of each Broach 'V' notch and 'U' Notch

Signature of Bidder with seal

Annexure 'T/2' OTHER CONDITIONS:

1.	<p>DOCUMENTATION:</p> <p>Three sets of following documents (Hard copies) in English language should be supplied along with the machine</p>
	<ul style="list-style-type: none"> ● Operating manuals of Machine/ Equipment. wherever applicable.
	<ul style="list-style-type: none"> ● Detailed Maintenance manual of the Machine/Equipment with all drawings of machine assemblies/sub-assemblies/parts including Electrical / Pneumatic and water circuit diagrams. All Assembly/ Sub Assembly Drawings shall be supplied with the part list also wherever applicable.
	<ul style="list-style-type: none"> ● Catalogues, Operation & Maintenance Manuals of all bought out items including drawings, wherever applicable.
	<ul style="list-style-type: none"> ● Complete list of parts/items (Bill of materials) used in the machine in English language wherever applicable.
2.	<p>PACKING</p>
	<p>Seal worthy & rigid packing for all items of machine, controls, mechanical movement System, all Accessories and other supplied items to avoid any damage/loss in transit. When machine is dispatched in containers, all small loose items shall be suitably packed in boxes.</p>
3.	<p>INSTALLATION & COMMISSIONING</p>
	<ul style="list-style-type: none"> ● Installation & Commissioning of the complete machine and other accessories/attachments with all electrical & mechanical connections shall be responsibility of the supplier
	<ul style="list-style-type: none"> ● Supplier shall submit the preliminary layout drawings, if foundation required, for getting IDFC's approval within one month from the date of Letter of Intent (LOI) or Purchase Order, whichever is earlier.
	<ul style="list-style-type: none"> ● Tools, Tackels, instruments, foundation bolts and other necessary equipment required carrying out all Installation & commissioning activities should be arranged and brought by the supplier.
	<ul style="list-style-type: none"> ● Commissioning spares, required for commissioning of the complete equipment within stipulated time, shall be brought by the supplier on returnable basis.
	<ul style="list-style-type: none"> ● Schedule of Installation and Commissioning shall be submitted with the offer.
	<ul style="list-style-type: none"> ● Terms & conditions for Installation & Commissioning should be furnished in detail separately by supplier along with offer.
	<ul style="list-style-type: none"> ● Portion, if any, of the machine, accessories/attachments and other supplied items where paint got rubbed or peeled off during transit or Installation should be repainted and matched with the original adjoining paint by the supplier. For this purpose, the supplier should supply sufficient quantity of touch-up paint of various colours/shades of paints used. The supplier shall ensure performing touching after commissioning but before final acceptance.
	<ul style="list-style-type: none"> ● All first fills of any kind shall be under supplier's scope of supply.

4.	Machine/Equipment acceptance criteria for the inspection at supplier's site or at the final payment release:-
●	Demonstration of all features of the machine, control system & accessories to the satisfaction of IDFC for efficient and effective use of the equipment.
●	<u>Job Proving for Equipments:</u> The complete equipment should be tested (for the performance of the systems and all sub systems) at its lower and maximum range.
●	Training of IDFC operators in operation & maintenance of complete machine & accessories etc by the supplier's experts / engineers during their stay at IDFC works.
●	Final acceptance of machine shall be given after successful commissioning and job proving at IDFC works.

Signature of Bidder with seal

TECHNICAL BID

- 1) EMD Details i.e Demand Draft No., date, amount and name of the Bank
(Please upload scanned copy)./ Form A: Document relating to Bid Security
- 2) Bidder information as per form 1.1 & 1.2
- 3) Submit certificate/order/supply order relating to Experience and Past performance (Refer Clause 4.I of tender).
- 4) Submit documents related to Equipment & manufacturing facilities.
(Refer Clause 4.II of tender)
- 5) Submit documents related to financial standing.
(Refer Clause 4.III of tender)
- 6) Submit specific, technical brochure with allied information
(Refer Clause 4.IV of tender)
- 7) Any other information.

FINANCIAL BID

S.No.	Specifications of instrument/machine as per details mentioned in Technical bid.	Total Bid Value Including taxes on FOR basis (In Rs.)
1.	Supply and Installation of V & U Notch Broaching Machine with Specifications mentioned at Annexure 'T/1' in the Technical Bid.	

Form A: Documents relating to Bid Security

Note: To be submitted as part of Technical bid, along with supporting documents, if any. Submit as Form A as part of Technical bid, a Bid Securing Declaration In lieu of bid security in the following format. Bidders exempted from submission of bid security are also required to submit this.

Bid Securing Declaration

(on Company Letter-head)

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____

To

The Managing Director,
CITCO.

Date.....

Ref: **Tender Document No. Tend No./ xxxx; Tender Title: GOODS**

Sir/ Madam,

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- 1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- 2) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
 - (a) refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.

(b) Fail or refuse to sign the contract.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:-

- 1) receipt by us of your notification
 - (a) of cancellation of the entire tender process or rejection of all bids or (b) of the name of the successful bidder or
- 2) forty-five days after the expiration of the bid validity or any extension to it.

(Signature with date)

(Name and designation)

DA : _____

Form 1.1: Bidder Information

(To be submitted as part of Technical bid)

(On Company Letter-head)

(Along with supporting documents, if any)

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____

Date.....

Tender Document No. Tend No./ xxxx; Tender Title: GOODS

Note: Bidder shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanours in the Tender Document. (Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1) **Bidder/ Contractor particulars:**

- (a) Name of the Company:.....
- (b) Corporate Identity No. (CIN):
- (c) Registration, if any, with The Procuring Entity:
.....
- (d) GeM Supplier ID (if registered with GeM, it is mandatory at the time of placement of Contract)
- (e) Place of Registration/ Principal place of business/ manufacture
.....
- (f) Complete Postal Address:
- (g) Pin code/ ZIP code:
- (h) Telephone Nos. (with country/ area codes):
- (i) Mobile Nos.: (with country/ area codes):

(j) Contact persons/ Designation:

(k) Email IDs:

Submit documents to demonstrate eligibility - A self-certified copy of registration certificate – in case of a partnership firm – Deed of Partnership; in case of Company – Notarized and certified copy of its Registration; and in case of Society - its Byelaws and registration certificate of the firm.

2) **Taxation Registrations:**

(a) PAN number:

(b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.):

(c) GSTIN number in Consignor and Consignee States.

(d) Registered/ Certified Works/ Factory where the Goods would be mainly manufactured and Place of Consignor for GST Purpose:

(e) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts):

We solemnly declare that our GST rating on the GST portal/ Govt. official website is not negative/ blacklisted.

Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.

3) **Authorization of Person(s) signing the bid on behalf of the Bidder**

(a) Full Name: _____

(b) Designation: _____

(c) Signing as:

- A sole proprietorship firm. The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor.

- A partnership firm. The person signing the bid is duly authorized being a partner to do so, under the partnership agreement or the general power of attorney,
- A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution.

4) **Bidder's Authorized Representative Information**

(a) Name:

(b) Address:

(c) Telephone/ Mobile numbers: (d) Email Address:

(Signature with date)

.....

(Name and designation)

DA: As above

Form 1.2

(To be submitted as part of Technical bid)

(On Company Letter-head)

(Along with supporting documents, if any)

Tender Document No. Tend No./ xxxx; Tender Title: GOODS

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.

Eligibility Declarations

(Please tick appropriate boxes or cross out any declaration not applicable to the Bidder)

We hereby confirm that we are comply with all the stipulation of tender document and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as may be requested:

- 1) Legal Entity of Bidder: _____
- 2) OEM/ Manufacturer/ Agent/ Dealership Status: _____
- 3) We are/ are not a JV _____
- 4) We solemnly declare that we (including our affiliates or subsidiaries or Constituents):
 - a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;

- b) (Including our Contractors/ subcontractors for any part of the contract):
 - (i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organization or its Ministry/ Department from participation in its Tender Processes; and/ or
 - (ii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
 - c) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document.
 - d) We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.
 - e) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti- competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.
- 5) Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017:

We certify as under:-

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we

fulfil all requirements in this regard and are eligible to be considered. We certify that:

- (a) *we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;*
- (b) *we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.*

6) **MSME Status:**

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:-

- a) We are - Micro/ Small/ Medium Enterprise/ SSI/ Govt. Deptt. / PSU/Others:.....
- b) We attach herewith, Udyam Registration Certificate with the Udyam Registration Number as proof of our being MSE registered on the Udyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.
- c) Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners):.....

7) **Start-up Status**

We confirm that we are/ are not a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT.

8) **Make in India Status:**

Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:-

(a) **Self-Certification for the category of suppliers:**

(Provide a certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers). Details of local content and location(s) at which value

addition is made are as follows:

Local Content and %age	
Location(s) of value addition	

Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):

- Class-I Local Supplier/ Class-II Local Supplier/Non-Local Supplier.
- (b) **We also declare that**
- There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for an offered Goods, or
- We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Goods.

9) **Self-Declaration by Indian Agents/ Associates of Foreign Principals**

- (a) Self-attested documentary evidence about their identity (PAN, Aadhar Card, GSTIN registration, proof of address, etc.), business details (ownership pattern and documents, type of firm, year of establishment, sister concerns etc.) to establish that they are a bonafide business as per Indian Laws – are submitted as part of Form 1.1 annexed herewith.
- (b) Agency Agreement shall be submitted. It shall cover
 - (i) the precise relationship, services to be rendered, mutual interests in business - generally and/ or specifically for the tender and
 - (ii) any payment the agent or associate receives in India or abroad from the foreign OEM/ principal, whether a commission or a general retainer fee.
- (c) Our Foreign principals, explicitly authorizing us to make an offer in response to the tender, either directly or in association with them.that also indicates their name, address, nationality,

status (i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal).

- (d) The amount of commission/ remuneration included in the price(s) quoted by Bidder for agents or associated bidder.
- (e) Confirmation from the foreign principals that the commission/ remuneration, reserved for Bidder in the quoted price(s), if any, shall be paid by the Procuring Entity in India, in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Goods and Spares.

10) **Non-tempering of Downloaded Tender Document and Uploaded Scanned Copies**

We confirm that we have not changed/ edited the contents of the downloaded Tender Document. We realize that any such change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the Tender Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded along with our Technical bid are valid, true, and correct to the best of our knowledge and belief. If any dispute arises related to the validity and truthfulness of such documents/ affidavits/ undertakings, we shall be responsible for the same. Upon accepting our financial bid, we undertake to submit for scrutiny, on-demand by the Procuring Entity, originals, and self-certified copies of all such certificates, documents, affidavits/ undertakings.

11) **Penalties for false or misleading declarations:**

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this Tender Document.

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....
.....