

Schedule

Tender Details	
Price of Tender Document	Rs. 1000/-
Last date of sale of tender document	
Pre-Bid Meeting	20 May 2009
Last Date and Time for receipt of tender offers	24 May 2009
Time and Date of Opening of Technical Bid	25 May 2009
Place of Opening tender offers	VIIT, Baramati - 413133
Address for Communication	Director VIIT, Vidyanagri, Baramati
Contact Telephone Numbers	Ph: 952112239551 to 53

Dated: May 2009

Sd/-
Principal
Vidya Pratishthan's Polytechnic College,
Vidyanagri, Indapur

INSTRUCTIONS TO BIDDERS SUBMISSION OF BIDS

1. PREQUALIFICATION OF BIDDERS

This invitation for bids is open to all firms/Entrepreneurs who are eligible to do business in India under relevant Indian laws as is in force at the time of bidding except those who have been declared by any agency of the Government of Maharashtra to be ineligible to participate for corrupt, fraudulent or any other unethical business during the period for which such ineligibility is declared.

In addition, Entrepreneurs desirous of bidding for the project shall have the following qualifications:

- (i) The bidder shall have experience in setting the laboratories in the technical Institute/Colleges/University
- (ii) The turnover of the bidder in installation and maintenance of laboratories **Rupees Fifty Lacs in each of the preceding two years. (C.A. certificate is necessary)** .
- (iii) The bidder should have employed at least five professional as on 31-03-2009. For this purpose, the term 'professional' mean a person with a graduate degree or a higher technical qualification.
- (iv) The bidder should have the capacity to make a minimum investment of Rs. 50 lakhs. This should be supported by Bankers or Chartered Accountant Certificate, which shall show the capacity of the bidder to make immediate investment for the setting up laboratories. The Bankers certificate for funds available for immediate investment will be in the Performa given in **Annexure-8**.
- (v) The Bidder shall have Sales Tax clearance certificates on the date of opening of technical bid.
- (vi) Valid Income Tax clearance Certificate on the date of opening of technical bid.
- (vii) The bidder can partner with another person (firm or company) subject to the following conditions.
 - a) A maximum of one partner will be allowed for each unit within a group to the bidder, otherwise called the **principal bidder**.
 - b) The principal bidder shall disclose full particulars of the partner or partners in the prescribed format while submitting the tender and enclose with it a copy of the agreement between them in relation to this tender.
 - c) The contractual agreement of setting the laboratories will be with the successful principal bidder(s) and their partner(s). The bidder and the partner(s) are jointly and severally responsible for discharging the contractual obligations.
 - d) The minimum turnover of only the principle bidder shall be at least Rs. 1 core. Balance sheet, Profit & loss turnover, Cash flow statement to be given by bidder.

2. COST OF BIDDING

The Bidder shall bear all the costs associated with the preparation and submission of its bid, and the tendering authority in no case, will be responsible or liable for these costs, regardless of conduct or outcome of the bidding process.

3. BIDDING DOCUMENTS

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect

will be at the Bidder's risk and may result in rejection of the bid. The bidders are encouraged to visit the site (College) . They may interact with the signing authority (Principal) by prior appointment to understand the working, before submitting the bid.

4. AMENDMENT OF BIDDING DOCUMENTS

At any time prior to the deadline for submission of bids, the Tendering Authority may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective bidder, modify, change, incorporate or delete certain conditions in the bidding document.

All prospective bidders who have received the bidding documents will be notified of the amendments if any in writing, and will be binding on them.

In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids the Tendering Authority, at its discretion may extend the deadline for the submission of bids.

5. LANGUAGE OF BID

The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and The Tendering Authority shall be in English language. Wherever the correspondence is not in English, requisite translation should be attached and the English version shall prevail.

6. BID FORM

The Bidder shall submit the Commercial Bid in the form given in Annexure-3.

7. HOW TO QUOTE PRICES

If required the Tendering Authority may at a later stage(i.e. after the finalization of contract or at the time of agreement) ask for a component wise breakup of the price. No enhancement of the rates quoted will be allowed during the period of the agreement.

8. BID CURRENCY

Prices shall be quoted in Indian Rupees only.

9. EARNEST MONEY DEPOSIT

The bidder shall furnish, as a parts of it bid, Earnest Money Deposit in the form of a DD drawn in favour of Secretary, Vidya Pratishthan, Vidyanaagari, Bhigwan Road, Baramati-413133 payable at Baramati for an amount of Rs. Fifty Thousand only (Rs. 50,000/). No exemption for submitting the EMD will be given to any agency.

Unsuccessful bidder's EMD will be discharged/refunded as promptly as possible but not later than 30 days(Thirty days) after the decision of the commercial bid is taken. The successful bidder's EMD will be discharged only after the completion of the contract papers.

The EARNEST MONEY DEPOSIT shall be forfeited:

- a) If a bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid form;
- b) Or in case of a successful Bidder, if the Bidder fails
 - 1) To sign the contract; or
 - 2) To furnish the performance security.

10. CONTENTS OF ENVELOPES

Bid will be a two Envelope Bid comprising of Technical Bid & Commercial Bid.

TECHNICAL BID

First envelope shall be marked as Envelope No.1 Technical envelope, which contains Documents Establishing Tenderers Eligibility & Qualifications:

- a) Earnest Money Deposit as per Clause 9,

- b) Turnover of the Tenderer as per clause no 1(ii) of ITB. C.A. certificate of Turnover.
- c) Man power availability with the Tenderer as per clause 1(III) of ITB.
- d) Sales Tax Clearance Certificate up to Dec. 2008.
- e) Valid Income Tax Clearance Certificate on date of opening of technical bid.
- f) Capability Statement (Annexure 6 and 6A)
- g) Companies Registration Certificate or Partnership Deed in case of firms
- h) Certificate from Bank/Chartered Accountant as per clause 1(iv) of ITB
- i) Details of experience and past performance of the Bidder and equipment offered for the past two year. (Suggested Performa in Annexure-6 of volume of business handled).
- j) Bidders Power of Attorney.
- k) Balance sheet, Profit & Loss Accounts for last two years including information in Annexure 6B.
- l) Information regarding current litigation debaring/ blacklisting/ expelling of bidder or abandonment of work by bidder(Annexure 6C)

APPROACH PAPER

Bidder is expected to give a brief approach paper and an outline of the solution proposed. These are expected to provide information for evaluation based on the following criteria.

A1. Understanding of the project requirements, important issues and associated risks for the setting up the laboratories.

A2. Suggested modifications and improvements to the functional requirements, architecture and other aspects in Laboratories

A3. Implementation Plan

Plan for setting up of Laboratories, including timeframe for setting up, milestones and deliverables at various stages.

- Training plans.
- Warranty and maintenance.
- The strategy intends to adopt to maintain the equipment after warranty.

COMMERCIAL BID

Second envelope shall be marked as envelope No 2 "Commercial Envelope" which contains only price schedule in the prescribed Performa in **Annexure 1**

11. SIGNING OF BIDS

The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. The latter authorized shall be supported by written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initiated by the person or persons signing the bid.

Any inter-lineation, erasures or overwriting shall be valid only if they are signed by the person or persons signing the bid.

12. COMPLETENESS OF BIDS

The bid will be summarily rejected if all the documents mentioned above are not enclosed in technical bid.

13. SUBMISSION OF BIDS

Each offer should be placed in a separate envelope super scribed: “ Technical bid” or “Commercial bid”,. Name of the bidder and contact address should also be written on the envelope.

14. SEALING AND MAKING OF BIDS

The Bidders shall seal the envelope No. 1 Technical envelope and envelope No. 2 Commercial envelope in separate inner envelopes, duly marking the envelope as “envelope No. 1 , Technical Envelope” and “envelope No. 2 Commercial Envelope”. The inner and outer envelopes shall be addressed to The Secretary, Vidya Pratishthan, Vidyanagri, Baramati. The two envelopes will be placed in an outer envelope. The outer envelope should also be addressed to the Secretary ,Vidya Pratishthan, Vidyanagri, Baramati. This will contain the name and address of the Bidder to be returned unopened in case it is declared “late”. If the outer envelope is not sealed and marked, the Tendering Authority will assume no responsibility for the Bid’s misplacement or premature opening. Telax, e-mail, cable or facsimile bids will be rejected.

15. DEADLINE FOR SUBMISSION OF BIDS

The Tendering Authority at the address must receive bids, no later than the time and date specified in the Invitation for Bids. In the event of the specified date for the submission of Bids being declared as a holiday for the Tendering Authority, the bids will be received up to the appointment time on the next working day.

The Tendering Authority may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of the Tendering Authority and Bidders subject to the deadline will thereafter be subject to the deadline as extended.

16. LATE BIDS

Any bid received by the Tendering Authority after the deadline for submission of bids prescribed, will be rejected and/or returned unopened to the Bidder.

17. WITHDRAWAL OF BIDS

The Bidder may withdraw its bid after the submission, provided that written notice of the withdrawal is received by the Tendering Authority prior to the deadline prescribed for submission of bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified by the Bidder on the bid Form. Withdrawal of a bid during this interval shall result in the Bidder’s forfeiture of its bid security.

18. PERIOD OF VALIDITY OF BIDS

Bids shall be valid for acceptance for a period of 90 days from the date of opening. A bid valid for a shorter period shall be rejected by the Tendering Authority as non-responsive. In exceptional circumstances, the Tendering Authority may solicit the Bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

BID OPENING AND EVALUATION

19. EVALUTION COMMITTEE.

The tenders shall be evaluated by the Tender Evaluation committee constituted by the Signing Authority/Principal of the Institute. The decision of the Tender Evaluation committee in the evaluation of the Technical and Commercial bids shall be final.

20. OPENING OF BIDS:

Immediately after the closing time, the Tendering Authority shall open the bids as per the schedule. In the event of the specified date of Bid opening declared holiday for the Tendering Authority, the Bid shall be opened at the appointed time and location on the next working day.

The technical bids envelope will be opened and listed for further evaluation. The Bidder's names bid modifications or withdrawals, the presences or the absences of requisite bid security and such other details as the Tendering Authority, at his discretion, may consider appropriate, will be announced at the time of opening. No Bid shall be rejected at the opening, except for late bids, which shall be returned unopened to the bidders.

The commercial bid covers shall be listed and put into a sealed bag. The sealed bag of commercial bids shall be in custody of a designated officer and the commercial bids will not be opened till the completion of evaluation of technical bids.

Bids will be opened in the presences of bidder's representatives, who choose to attend. The bidder representatives who are present shall sign a register evidencing their attendance.

Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

21. CLERIFICATION OF BIDS

During evaluations of bids, the Tendering Authority may, at its discretion, ask the Bidder for a clarification of its bid. The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

22. SCRUTINY OF THE BID

Preliminary scrutiny will be made to determine whether the bids are complete, whether any computational errors have been made, whether required EMD has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

Prior to the detailed evaluation, the Tendering Authority will determine the substantial responsiveness of each bid. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations.

If a bid is not substantially responsive, it will be rejected by the Tendering Authority and may not subsequently be made responsive by the bidder by correction of the non-conformity.

Technical bid shall be evaluated in three sub steps:-

Firstly, the documentation furnished by the bidder will be examined prima facie to see if the technical skill base and financial capacity and other operator attributes claimed therein are consistent with the needs of this project.

In the second step, the Tendering Authority may ask the bidders for additional information, visit to vendors site and /or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation. If it is found that the documents submitted by the bidder are not compatible with the actual situation at site, or if the document supplied by the bidder are found to be fraudulent or misrepresenting the facts, it will render the bidder ineligible for further participation in

the tender process. The decision of the Tender Committee in this regard will be final and binding on the bidder and cannot be challenged.

Finally, in the third step, the Tendering Authority will require those Bidders who have qualified up to this stage to make a detailed presentation on the proposed solution / provision. The Technical Approach paper of the bidder enclosed to the bid document will be the basis for this. This will be supplemented by a presentation to the Tender Evaluation Committee, with a view to bring out the bidder's appreciation of the requirements .

23. TECHNICAL EVALUATION

The technical Evaluation shall be in the format shown below. The information furnished by the bidders in the technical bid as well as the presentation shall be the basis for this evaluation. In case any of the information is not made available the Committee will assign a zero marks to that item.

Criteria	Marks
Experiences in providing solutions	20
Understanding of the issues and requirements	20
Proposed solutions	20
Schedule of Implementation	20
Organizational Profile, Set-up, Track record, Facilities available, etc.	10
ISO 9001/ 2000 and SEI CMM Level 3 or above	5
Profile of key personnel	5

Vendors with having minimum score of fifty will only be considered for opening of bid. All vendors having score less than Fifty are considered to be not satisfying the technical requirements.

24. ADDITIONAL INFORMATION

The Tendering Authority may ask Bidder(s) for additional information, visit to vendors site/or ask for technical presentation and may arrange discussion with their professional, technical faculties to verify claims made in technical bid documentation.

25. DATE OF OPENING OF COMMERCIAL BIDS

The date of opening of the commercial bid will be announced after the scrutiny of the technical bid has been completed as above.

26. APPLICABILITY OF THE RATES

The rates quoted shall be valid for any new services that may be introduced in future.

27. REVISED COMMERCIAL BIDS

Should there be any changes in the term and conditions of the tender pursuant to the negotiations during the evaluation of the technical bids, which are likely to have impact on the financial bids, it shall be competent for the Tendering authority to seek revised commercial bids in sealed covers ONLY from those Tenderers cleared technically by the committee. While seeking such revised commercial bids, the committee shall give reasons justifying the need for such a course of action.

28. OPENING OF COMMERCIAL BIDS

The Tendering Authority may at its discretion discuss with the Bidder(s) to clarify contents of commercial offer.

The Tendering Authority may, at its discretion, negotiate with one or more of the bidders to explore the scope for revision of commercial offers so as to meet its expectations of a cost effective, sustainable and economically promising solution.

29. EVALUATION OF COMMERCIAL BIDS

The commercial bids of only technically successful bidders will be opened.

30. AWARD CRITERIA

Final choice of firm to execute this project shall be made on the basis of evaluation of Technical bid and commercial bid thereof.

The commercial bid will be evaluated on the basis of cost effectiveness of the solution / provision. The bidder whose commercial offer has been determined to be lowest will be selected finally.

31. CONTACTING THE TENDERING AUTHORITY

No Bidder shall contact the Tendering Authority on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If he wishes to bring additional information to the notice of the Tendering Authority, he should do so in writing. The Tendering Authority reserves the right as to whether such additional information should be considered or otherwise.

Any effort by a Bidder to influence the Tendering Authority in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and also for future of his bid security amount.

32. CORRUPT OR FRAUDULENT PRACTICES.

The Tendering Authority requires that the bidders/suppliers/contractors under this tender, observe the highest standards of ethics during the procurement and execution of such contracts.

For the purpose of this provision, the terms are defined as follows:

- a) **"corrupt practice"** means the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official in the procurement process or in contract execution; and
- b) **"fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Tendering Authority, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid price at artificial non-competitive levels and to deprive the Tendering Authority of the benefits of the free and open competition;

The Tendering Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question:

The Tendering Authority will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practice in competing for, or in executing the contract.

33. NOTIFICATION OF AWARD

Prior to expiration of the period of bid validity, the Tendering Authority will notify the successful bidder in writing that its bid has been accepted.

Upon the successful bidder's furnishing of performance security, the Tendering Authority will promptly notify each unsuccessful bidder and will discharge their bid security.

34. PERFORMANCE SECURITY AND SIGNING OF CONTRACT

Within seven (7) days of the receipt of notification of award from the Tendering Authority, the successful bidder shall furnish the performance security of Rs. Ten Lakh (10 Lakh) OR

(10% of the cost of equipment / apparatuses to be supplied by the vendor) in the form of as provided in the bidding documents, or in another form acceptable to the Tendering Authority. The performance security will be valid during the period of contract. Failure of the successful bidder to sign the contract, proposed in this document (conditions of Contract) and as may be modified, elaborated or amended at through the award letter, shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Tendering Authority may make the award to another bidder or call for a new bid.

35. BINDING CLAUSE

All decisions taken by the Tendering Authority regarding the processing of this tender and award of contract shall be final and binding on all parties concerned.

The Tendering Authority, reserves the right:-

- To vary, modify, revise, amend or change any of the terms and conditions mentioned above; or
- To reject any or all tender/s without assigning any reason whatsoever thereof or to annual the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

36. CONDITIONAL TENDERS

Conditional tenders shall be summarily rejected.

37. INTERPRETATION OF THE CLAUSES

In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, The Tendering Authority's interpretation of the clauses shall be final and binding on all parties.

CONDITIONS OF CONTRACT
PART 1
DEFINITION AND APPLICABILITY

1 DEFINITIONS

1.1 In this contract, the following terms shall be interpreted as indicated below:

- a) **“Contract”** means the agreement entered into between the Tendering Authority as recorded in the document signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;
- b) **“Bidder”** means any firm(s) or person(s), entrepreneur offering the solution(s), services) and/or material(s) required in the tender. The word “Bidder” when used in the pre award period shall be synonymous with **“operator”** which will be used after award of contract.
- c) **“The contract Price”** means the price payable to the Operator under the Contract for the full and proper performance of its conditional obligations;
- d) **“The Goods”** means all the Laboratory / apparatuses to include software, equipment machinery and its intellectual rites / or other materials which the operator is required to supply to the Tendering Authority under the contract;
- f) **“Services”** means services ancillary to the supply of the Goods, such as transportation and insurance and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Operator covered under the Contract for setting up laboratories. **“Project site”**, wherever is applicable, means the Laboratory.
- g) **“day”** means a working day
- h) **“Tendering Authority”** means the Secretary / Principal of College or any officer of the College who has been authorized to issue a work order under this contract.
- i) **“Maintenance”** shall mean and include the following:
 - Locate, remove and repair technical faults
 - Providing the spares when the parts become faulty and cannot be repaired.
 - Identify Software related problems such as run time error, viruses, malware, spam etc.& reload the machine with software
 - House keeping of all supplied equipments.
 - Software maintenance and installation of upgraded versions wherever provided.
 - Upkeep of all civil and electrical works.
 - Any other task to be performed to keep the system fully functional.

2 APPLICATION OF THESE CONDITIONS

These conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.

3. OTHER DOCUMENTS THAT FROM PART OF THIS CONTRACT

The Tender Document (along with its amendments if any), the Bid of the operator, any clarifications sought by the Tendering Authority, the response provided by the Operator and any other correspondence exchanged shall form part of the contract to the extent that the same is not inconsistent with this document and the award document to the operator.

4. NO RELAXATION TO ANY BODY INCLUDING SSI UNITS WILL BE PROVIDED.

The proceeds of the performance security shall be payable to the Tendering Authority as compensation for any loss resulting from the operator's failure to complete its obligations under the contract. The Performance Security will be forfeitable for non-performance of the contract.

In the event of any contract amendment, the Operator shall, within 31 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period of 180 days thereafter.

PART 2:

1. LOCATION OF THE CENTER

The Laboratories are at the premises of Vidya Pratishthan's Polytechnic College, Indapur Educational complex, Vidyanagari, Tal: Indapur-413106.

2. TIME FRAME IN WHICH TO BE SET UP

The setting up of this laboratory will required to be done in the time schedule given for each in this document.

PART 3

SCOPE OF WORK

The following will be the scope of the Laboratory proposed to be established as per standards and norms laid down by All India Council of Technical Education and Maharashtra State Board of Technical Education which is also compatible with international standards of Technical Education Globally in vogue at present:

1. SAFETY REQUIREMENTS

The operator will abide by the job safety measures prevalent in India and will free the Tendering Authority from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Operator's negligence. The Operator will pay all indemnities arising from such incidents and will not hold the Tendering Authority responsible or obligated. The operator shall take insurance (against fire, theft etc) for all his assets/goods. The premium will have to be paid by the operator for the contract period.

2. OPERATOR'S OBLIGATIONS

The operator is responsible for, and obliged to conduct all contracted activities as defined in the scope of work in accordance with the Contract. The operator is obliged to work closely with the staff of the Tendering Authority and abide by directives issued by them.

3. INSPECTIONS AND TESTS

Before acceptance of the commissioned project the Tendering authority or his representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications.

The inspections and tests may be conducted on the premises of the operator, at the point of delivery and/or at the Goods final destination. If conducted on the premises of the operator, all reasonable facilities and assistance, including access to drawings and productions data shall be furnished to the inspectors at no extra charges to the Tendering Authority.

Should any inspected or tested Goods fails to conform to the specifications, the Tendering Authority may reject the goods and the Operator shall either replace the rejected goods or make replacement / alterations necessary to meet the required specifications free of costs to the Tendering Authority.

The Tendering Authority's right to inspect test and, where necessary, reject the Goods after their arrival at Project site shall in no way be limited or waived by reason of the Goods having previously been inspected tested and passed by the Tendering Authority or its representative prior to the shipment of the goods.

4. OPERATION AND MAINTENANCE MANUALS

The operator shall provide complete and technical documentation of equipment (user manual, hardware, firmware, all subsystems, operating systems, compiler, system software and the other software). These shall be in such details as well enable the Tendering Authority to operation, maintain, adjust and repair all parts of the equipment and software as stated in the specifications. The manuals and drawings shall be in English. At least two sets of the manuals should be supplied for each installation.

5. INTELLECTUAL PROPERTY RIGHTS

The source code of all the application softwares is also to be handed over to the Tendering Authority. The Intellectual Property Rights will belong to the Tendering Authority. The operator will be permitted to offer the same or similar solution to any Institute or organization outside

Maharashtra after the obtaining an approval of the Tendering Authority. In such cases a fixed amount equal to 25% of the cost of the development of the laboratory will be payable to the Tendering Authority. The cost of the development of laboratory will be payable to the Tendering Authority. The cost of the development of laboratory, where not clearly definable, will be as worked out by the Tendering Authority.

6. PATENT RIGHTS

The operator shall provide licenses for all software products, whether developed by it or acquired from others. The operator shall indemnify the Tendering Authority against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in India. In the event of any claim asserted by a third party for software privacy, the Operator shall act expeditiously to extinguish such claim. If the operator fails to comply and the Tendering Authority is required to pay compensation to a third party resulting from such a claim, the Operator shall be responsible for compensation including all expenses, court costs and lawyer fees. The Tendering Authority will give notice to the operator of such claim if it is made, and the operator shall reimburse the same to the Tendering Authority without delay.

7. RESPONSIBILITIES OF TENDERING AUTHORITY

Tendering Authority will assist in securing permissions required for setting up the Laboratory (ies). The installation, Commissioning and maintenance shall be under the administrative supervision of the Tendering Authority.

8. CHANGE ORDERS

The Tendering Authority may at any time, by written order given to the operator, make change (s) within the general scope of the Contract in any one or more of the following:

- a) Drawings, designs, or specifications, where Goods to be supplied under the Contract are to be specifically manufactured for the Implementing /Tendering Authority;
- b) The place of delivery ;and/or
- c) The services to be provided by the Operator.

If any such change causes an increase or decrease in the cost of, or the time required for the Operator's performance of any provisions under the Contract, an equitable adjustments shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended.

Any claims by the Operator for adjustment under this clause must be asserted within thirty (30) days from the date of the Operator's receipt of the Implementing /Tendering Authority's change order.

22. PERIOD OF CONTRACT

The period of the contract will be warranty period/ two years whichever is earlier from the date of commissioning of the setup.

PART 4:

COMMERCIAL TERMS

1. DELAYS IN THE SUPPLIER'S PERFORMANCE

Delivery of the Goods and performance of the Services shall be made by the Operator in accordance with the time schedule specified by the Tendering Authority. If at any time during performance of the Contract, the operator should encounter conditions impeding timely delivery of the Goods and performance of Services, the Operator shall promptly notify the Tendering Authority in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the operator's notice, the Tendering Authority shall evaluate the situation and may, at its discretion, extend the Operator's time for performance with or without a penalty, in which case the extension shall be ratified by the parties by amendment of Contract.

2. PENALTY FOR DELAY IN LAUNCHING OF THE PROJECT

The operator shall adhere to the time schedule indicated in Tender notification for completion of the Project. He shall complete installation and commencement within specified period from the date of handing over the site. In case of delay in execution of the project, a penalty calculated at the rate of Rs. Ten Thousand per day will be charged. The maximum penalty shall be limited to Rs. 10 Lakhs. Once the maximum is reached, the Tendering Authority may consider termination of the contract.

3. TAXES AND DUTIES:

The operator shall be entirely responsible for all taxes, duties, license fee, Octroy, road permits etc. no increase in the rates will be allowed during the period of the contract.

PART 5

GENERAL CONDITIONS

1. USE OF CONTRACT DOCUMENTS AND INFORMATION

The operator will treat as confidential all data information about the Tendering 'Authority' obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Tendering Authority.

The Operator shall not, without the Tendering Authority's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of the Tendering Authority in connection therewith, to any person other than a person employed by the Operator in performance of the Contract. Disclosure to any such employed person shall be made in a confidence and shall extend only as far as be necessary for purpose of such performance.

Any document, other than the Contract itself, shall remain the property of the Tendering Authority and shall be returned (in all copies) to the Tendering Authority on completion of the Operator's performance under the Contract if so required by the Tendering Authority.

The Operator shall permit the Tendering Authority to inspect the documentation and records and website.

2. TERMINATION FOR DEFAULT

The Tendering Authority, without prejudice to any other remedy for breach of contract by written notice of default sent to the Operator, terminate the Contract in whole or part:

- a) if the Operator fails to deliver any or all of the Goods within the period(s) specified in the Contract.
- b) If the Operator fails to perform as per the performance standards.
- c) If the operator, in the judgment of the Tendering / Implementing Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in competing for or in executing the contract execution.

"fraudulent practice" means misrepresentation of facts in order to influence a procurement process of the execution of a Contract to the detriment of the Tendering Authority, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and deprive the Tendering Authority of the benefits of free and open competition.

3. CONSEQUENCES OF TERMINATION

In Circumstances mentioned above the Tendering Authority may exercise the following options:-

- a) Ask the agency to leave the Equipment / Apparatuses /Hardware/Software and Furniture in the premise as is where it is & pay him the cost of Equipment / Apparatuses / Hardware and Furniture less the depreciation as per the Income Tax Act / Rules.
- b) Direct the agency to take back the Equipment / Apparatuses / Hardware without any additional compensation.

4 TERMINATION FOR INSOLVENCY

The Tendering Authority may at any time terminate the Contract by giving written notice to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Tendering Authority.

5. FORCE MAJEURE

The Operator shall not be liable for forfeiture of its performance security, Liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of force Majeure.

For purpose of this clause, " Majeure" means an event beyond the control of the Operator and not involving the Operator's fault or negligence and not foreseeable.

Such events may include, but are not limited to, acts of the Tendering Authority in its sovereign or contractual capacity, war or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a force Majeure situation arises, the Operator shall promptly notify the Tendering Authority in writing of such conditions and the cause thereof. Unless and otherwise directed by the Tendering Authority in writing, the operator shall continue to perform its obligations under the Contract as far as it reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

6 RESOLUTION OF DISPUTES

The Implementing Authority and the Operator shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations, the Implementing Authority and the Operator have been unable to resolve amicably a contract dispute the dispute will be referred for arbitration to the Tendering Authority who shall try to mediate and resolve the dispute amicably between the two parties.

If however such and amicable resolution of the dispute is not possible, either party may require that the dispute be referred for resolution to the formal mechanisms specified below. Arbitration proceedings shall be held at Pune India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

7 GOVERNING LANGUAGE

The contract shall be written in English. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in the same language.

8 APPLICABLE LAW

The contract shall be interpreted in accordance with appropriate Indian Laws.

9 NOTICES

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, cable or facsimile and confirmed in writing to the party's address.

A notice shall be effective when delivered or on the notices effective date whichever is later.

For the purpose of all notices by the Operator to the Tendering Authority, these shall be sent, or on changed address if informed in writing by the Tendering Authority to the Operator, at the following address.

The Tendering authority:

Principal

Vidya Pratishthn,

Polytechnic College, Vidyanagri, Indapur

For the purpose of all notices by the Tendering Authority to the Operator, these shall be sent on the following address or changed address if informed in writing by the Operator to the Tendering Authority.

Operator (To be filled in at the time of Contract signature)

Tender form for -----Laboratory

ANNEXURE – 3

COMMERCIAL BID

FOR SUPPLY OF Laboratory Equipment / Apparatuses for -----
Laboratory

Date :

To,
The Secretary,
Vidya Pratishthan,
Baramati

Sir,

Having examined the Bidding Documents the receipt of which is hereby duly acknowledged, I / we, the undersigned, offer to supply / work as service providers as mentioned in the scope of the work & technical specifications & in conformity with the said bidding documents for the same.

I / We undertake , if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.

If our bid is accepted, we will obtain the Performance Guarantee of Rs _____ for the due performance of the Contract, in the form prescribed by the Tendering Authority.

I / We agree to abide by this bid for 90 (Ninety Only) days after the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this, bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We agree to the term & conditions mentioned in the Tender document.

Dated this _____ day of _____

Signature

(in the capacity of)

Duly authorized to sign Bid for and on behalf of

.....

(Seal of the Company)

ANNEXURE – 4

BID SECURITY FORM

Whereas -----(hereinafter called “the Tenderer”) has submitted its tender offer dated-----20-----for their supply of -----(hereinafter called “the tender”)

KNOW ALL MEN by these presents that We-----of -----(hereinafter called “the Bidder”) in the sum of -----for which payment will and truly to be made of the said The Tendering Authority, their Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this day of-----20-----

The conditions OF THIS OBLIGATION ARE:

1. If the Bidder withdraws its tender during the period of tender validity specified by the Tendering Authority on the Tender Form : or
2. If the Bidder, having notified of the acceptance of its tender by the Tendering Authority during the period of tender validity:
 - (a) Fails or refuses to execute the contract Form if required; or
 - (b) Fails or refuses to furnish the Performance Security, in accordance with the instruction given in the tender document;

We undertake to pay the Tendering Authority up to the above amount upon receipt of its first written demand, without the Tendering Authority having to substantiate its demand, provided that in its demand the Tendering Authority will note that the amount claimed by it due it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including-----,and any demand in respect thereof should reach the Bank not later that the above date.

(Signature & Seal of the Bank)

ANNEXURE- 5

BIDDER'S POWER OF ATTORNEY

**To,
Secretary,
Vidya Pratishthan
Vidyanagri.
Baramati – 413133**

< Bidder's Name> _____, <Designation>
_____ is hereby authorized to sign relevant documents on behalf of the
company in dealing with Tender of reference < Tender No. & Date> _____, He is also
authorized to attend meetings & submit technical & commercial information as may be required by
you in the course of processing above said tender.

Thanking You,

Authorised Signatory.

< Supplier's Name>

Seal

ANNEXURE- 6

Capability Statement

Name of the firm

Order Number and date	Order Placed* by (full contact address of such agencies)	Date of Completion* of projects		Remarks indicating reasons for delay in deployment/ implementation if any
		As per contract	Actual	

*Note: the details of the work orders in hand should also mentioned and the probable period of completion of the project may be indicate.(Attach separate sheet)

Date: _____

Place: _____

Signature of the Bidder

ANNEXURE 6A
STRUCTURE AND ORGANISATION

1	Name and address of Firm / Lead Consortium Member
2	Description of the Company
3	Number of years in operation and principal lines of business
4	Experience (Brief details in line with eligibility criteria)
5	Name and details of associated companies (Parent/Subsidiary/Others)to be involved in the project
6	Names and principals who will sign documents on behalf of the company
7	Name and address of Consortium partners (Applicable for a consortium.JV bid only

Enclosures

1. Documents certifying Bidder's legal status
2. Certificate of incorporation
3. For Consortium/JV bids, Memorandum of Understanding (MoU) signed by each partner
4. Power of Attorney in favour of the authority signatory
5. Latest Company brochures if available

Note

Separate forms shall be used each member of consortium / JV partner

Annexure – 6 B

FINANCIAL STATEMENT OF FIRM / CONSORTIUM / JV MEMBERS

Summary of assets and liabilities on the basis of the audited financial statements for the last financial years (ending March 31.2008)

Figures in Rs. Lakhs

Sr.No	Description	2005-2006	2006-2007	2007-2008
1	Total Assets			
2	Total Liabilities			
3	New Worth			
4	Annual Turnover			
5	Depreciation			
6	Profit before Taxes			
7	Profit cash flows (PAT)			
8	Annual cash flows (PAT+Depreciation)			
9	Contingent Liabilities			

Note:

- Attach copies of audited financial statements of the last three financial years
- In case of Consortium / JV , financial details of all consortium members/partners are to be provided in the format above.

Annexure 6 C

**INFORMATION REGARDING CURRENT LITIGATION,
DEBARRING/BLACKLISTING, EXPELLING OF BIDDER OR
ABANDONMENT OF WORK BY BIDDER**

1	A	Is the bidder currently involved in any Arbitration/ Litigation related to any contract	Yes / No
	B	If Yes, give details	
2	A	Has the bidder or any of its JV partners been debarred / expelled by any Government agency,during the last 7 years	Yes / No
	B	If yes, give details	
3	A	Has the bidder or any of its JV partner failed to complete any contract during the last 7 years due to any reason	Yes / No
	B	If yes, give details	

The bidder is required to fill up the accurate details of arbitration / Litigation during the last seven years with their outcome

Details of dispute	Year	Award for / or against bidder	Name of client cause of litigation & matter of dispute	Disputed amount

Note:

If any information in this schedule is found at a latter date to be incorrect or concealed, participation of the bidder will be summarily rejected at any time.

ANNEXURE -7
PROFORMA OF PERFORMANCE SECURITY FORM

Ref :

Date
Bank Guarantee No.

To,
The Secretary,
Vidya Pratishthan, Vidyanagri
Baramati

1. Against contract vide Advance Acceptance of the Tender No.

Dated _____ of _____

(Hereinafter called " The Said Contract") entered into between the client and Hereinafter called the "The Tendering Authority"), this is to certify that at the request of the Tendering Authority we Bank are the holding in trust in favour of the client, the amount (write the sum here in words)to indemnify and keep indemnified the department against any loss or damage that may be caused to or suffered by the Department by reason of the said Contract and / or in the performance thereof. We agree that the decision of the Department, whether any breach of any of the terms and conditions of the said contract and / or in the performance thereof has been committed by the Tendering authority and the amount of loss or damage that has been caused or suffered by the Department shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Department.

We _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that could be taken for satisfactory performance and fulfillment in all respect of the said Contract by the Tendering Authority i.e. till _____ (viz. The expiry of the contract) hereinafter called the said date and that if any claim accrues or arises against us _____ Bank by virtue of this guarantee before the said date. The same shall be enforceable against us _____ Bank by the purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Department.

It is fully understood that this guarantee is effective from the date of the said Contract & valid for five years & six months and that we _____

Bank undertakes not to revoke this guarantee during its currency without the consent in writing of the Tendering Authority.

We undertake to pay the Tendering Authority any money so demanded not withstanding any dispute raised by the Tendering Authority in any suit or proceedings pending before any Court or Tribunal relation thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge or our liability for payment there under and the Tendering Authority shall have no claim against us for making such payment.

We _____ Bank further agree that the Tendering Authority shall have the fullest liberty, without affecting in any manner our obligation hereunder to vary any of the terms and conditions of that said Contract or to extend time of

performance by the Tendering Authority from time to time or to postpone for any time or from time to time any of the powers exercisable by the Department against the said Tender and to forbear or enforce any of the terms and conditions relating to the said Contract and we,_____

Bank shall not be released from our liability under these guarantee by reason of any such variations or extension being granted to the said forbearance and / or omission on the part of the Department or any other matter or thing whatsoever, which under the law relating to sureties, would but for this provisions have the effect of so releasing us from our liability under this guarantee.

The guarantee is for an amount of Rs._____ (In figures Rs._____).

This guarantee shall not be discharged due to the change in the constitution of the Bank of the Tendering Authority.

DATE:-
PLACE:-
WITNESS :-

SIGNATURE :-
PRINTED NAME:

(BANK'S COMMON SEAL)

ANNEXURE-8

Banker's/CA's Certificate for Investable Funds

Ref: _____

Date:

To,
**The Secretary,
Vidyapratishthan, Vidyanagri
Baramati**

In response to the Tender No _____
dt. _____ Of the Secretary Vidya Pratishthan Baramati -----for setting
up Laboratory, this is to certify that _____ (Name of
bidder) is having balance of Rs. _____ in their account &
are capable of investing funds to the extent of Rs. _____
(Rupees _____) for the said project.

DATE

PLACE:

SIGNATURE:-

.....
(BANK'S COMMON SEAL)

ANNEXURE-9
Self Declaration

Ref:_____

Date:_____

To,
The Secretary,
Vidya Pratishthan,
Vidyanagri, Baramati

In response to the tender No. _____
_____ dated _____ of

Ref:_____ as a owner / partner/Director of
_____/ We hereby declare that I / we are liable to be declared
ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of
time.

Name o the Bidder:-
Signature:-

Seal of the Organization:-

Annexure-1
Electronics Laboratory Details

Annexure-2
Automobile Laboratory Detail

Annexure-2A