



**STATE INSTITUTE OF HOTEL MANAGEMENT AND CATERING TECHNOLOGY
(JOINTLY SPONSORED BY GOVT. OF INDIA & GOVT. OF TAMILNADU)
THUVAKUDI, TIRUCHIRAPPALLI- 620 015.**

INVITATION FOR TENDER

Tender Invitation No: SIHMCT/tender-3/2018-19

Date: 11/5/2018

Description	Details
NIT Date	11.5.2018
Name of work and Location	Supply, Installation, Testing and Commissioning of Bakery Equipment at the State Institute of Hotel Management and Catering Technology, Thuvakudi, Tiruchirappalli
Tender fee	Rs 2000/ plus GST 12%
Office issuing the Tender form	State Institute of Hotel Management and Catering Technology, Thuvakudi, Tiruchirappalli-620 015 Tamil Nadu
Estimated Cost put to Tender	Rs. 7,00,000
Earnest Money (EMD)	Rs 7,000
Period of Completion of work	30 days
Last date & time of submission of bid	25.5.2018 up to 2.30 PM
Completed tender form should be sent to	The Commissioner of Tourism Tamil Nadu Tourism Complex, 2, Wallajah Road, Chennai-600 002
Date & time of opening of Technical bid(Mandatory Documents)	25.5.2018, at 5.00 PM
Place of Opening the Bid	The Office of Commissioner of Tourism Tamil Nadu Tourism Complex, 2,Wallajah Road,Chennai-600 002
Time & date of opening of Price	Intimated later
Period of Tender Validity	90 days

1. The Commissioner of Tourism/ The Chairperson of Procurement Committee, SIHMCT Tiruchirappalli (“Purchaser”) invites sealed bids from eligible bidders for **SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF BAKERY EQUIPMENT AT STATE INSTITUTE OF HOTEL MANAGEMENT AND CATERING TECHNOLOGY.**
2. Only eligible bidders with qualifications and experience in the field of manufacture and supply of Bakery Equipment should participate in this bidding. For further clarification and for the complete evaluation and qualification criteria, please refer to the Bidding Document.
3. To obtain further information and inspect the Bidding Documents, bidders should contact:

**The Principal,
State Institute of Hotel Management and Catering Technology,
Thuvakudi, Tiruchirappalli – 620 015.
Telephone: 0431-2500660 / 2500960
E-mail: sihmct1@gmail.com**

4. To purchase the Bidding Documents in English, eligible bidders should:
 - Submit a written application to the address above with a **non-refundable document fee** of **INR 2000** (Rupees two thousand only)- **(plus GST 12% charges)** in the form of Demand Draft separately for bid document fee and GST charges, from 9:00 hours to 17:00 hours on all working days from **11/5/2018**
 - The method of **payment of document fee** will be by **Demand Draft** drawn in favour of “**The Principal, State Institute of Hotel Management and Catering Technology**” payable at **Tiruchirappalli**, Tamil Nadu.
 - Eligible bidders, who wish to receive the documents by speed post, shall have to pay **INR 500** (Rupees five hundred only) for delivery within India in addition to the non-refundable document fee. No liability will be accepted for loss in transit or late delivery.
 - Bidding Document may also be downloaded from the website www.tamilnadutourism.org and www.sihmct.org. In case the Bidding Document is downloaded from the website, the document fee has to be paid along with the Bid as a separate instrument other than that of Bid Security.
 - Further any Clarification/Corrigendum/Amendment or Extension shall be notified on the above websites only. Bidders should regularly visit websites to keep themselves updated.
 - **Deliver bids** to the address given below

**The Commissioner,
Department of Tourism, Tamil Nadu Tourism Complex,
2, Wallajah Road, Chennai-600 002
Tamil Nadu**

on or before **25/5/2018, 14.30 Hrs.**

- The Bids must be accompanied by Earnest Money Deposit (EMD) of Rs 21,000 in the form of **Demand Draft** drawn in favour of “**The Principal, State Institute of Hotel Management and Catering Technology, Thuvakudi**” payable at **Tiruchirappalli, Tamil Nadu**.
 - Late bids shall be rejected. Technical Bids will be opened after the bid submission deadline on **25/5/2018 at 17:00 hours** in the presence of the bidders’ representatives who choose to attend. In the event of the specified date of bid submission/opening being declared a holiday for the Purchaser, the bids shall be received and opened at the same time and place on the next working day
5. The Purchaser will not be responsible for any costs or expenses incurred by Bidders in connection with the preparation or delivery of Bids.

Phone No: 0431-2500960
0431-2500660, 044 253335555

**Commissioner of Tourism/
Chairperson of the Procurement Committee
SIHMCT, Tiruchirappalli-620 015**

**STATE INSTITUTE OF HOTEL MANAGEMENT AND CATERING TECHNOLOGY
(JOINTLY SPONSORED BY GOVT. OF INDIA & GOVT. OF TAMILNADU)
THUVAKUDI, TIRUCHIRAPPALLI- 620 015.**

TENDER DOCUMENT

for

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF BAKERY EQUIPMENT AT
STATE INSTITUTE OF HOTEL MANAGEMENT AND CATERING TECHNOLOGY.**

Single-Stage: Two-Envelope

Bidding Procedure

**Volume 1- Eligibility Criteria and Instructions, Terms and Conditions
and Technical Details and Specifications Tender Documents**

Issued on :

Invitation for Tender No : SIHMCT/tender-3/2018-19 dated: 11.5.2018

Purchaser : **The Commissioner of Tourism/
Chairperson of the Procurement Committee
State Institute of Hotel Management and Catering Technology
Thuvakudi, Tiruchirappalli – 620 015.
Telephone: 0431-2500660 / 2500188
E-mail: dotdepartment@gmail.com
Sihmct1@gmail.com**

INTRODUCTION

Single-Stage: Two-Envelope. Allows bids to be evaluated on purely technical and administrative grounds without reference to price

In the Single-Stage: Two-Envelope bidding procedure, Bidders submit two sealed envelopes simultaneously, one containing the Technical Bid and the other the Price Bid, enclosed together in an outer single envelope. Initially, only the Technical Bids are opened on the date and time advised in the Bidding Document. The Price Bids remain sealed and are held in custody by the Purchaser. The Technical Bids are evaluated by the Purchaser. No amendments or changes to the Technical Bids are permitted. The objective of the exercise is to allow the Purchaser to evaluate the Technical Bids without reference to price. Bids of Bidders that do not conform to the specified requirements may be rejected as deficient Bids by the bid evaluation and scrutiny committee. Following its approval of the technical evaluation the Price Bids are opened in public at a place, on the date and time decided by the Purchaser. The Price Bids are evaluated and following the approval of the price evaluation, the Contract is awarded to the Bidder whose Bid has been determined to be the lowest evaluated substantially responsive Bid.

Section 1
ELIGIBILITY CRITERIA AND INSTRUCTIONS TO BIDDERS

A. THE MINIMUM ELIGIBILITY CRITERIA:

1. The tenderers must be authorized Dealers / Agents of imported bakery equipment. The tenderer must be in the relevant business at least for five years. The tenderer should also be an **ISO certified company**.
2. The tenderer should have **yearly turnover** of not less than **Rs. 20 lakhs** for the last three years. The tenderer must attach a copy of audited /ITCC for the **last three years** duly attested by its Chartered Accountant .The tenderer should submit Balance Sheet and Profit & Loss account duly attested by Chartered accountant for the preceding three financial years. Refer “Annexure” II
3. The tenderer should have satisfactorily completed the works as mentioned below during the last three years ending up to previous day of last date of submission of tenders.
 - a. **Three similar works** each costing **not less than Rs. 3 lakhs (or)**
 - b. **Two similar works** each costing **not less than Rs.4 lakhs (or)**
 - c. **One similar work** costing **not less than Rs. 6 lakhs.**

(Similar work means Supply, Installation, Testing and Commissioning of Bakery Equipment at Govt. or Private Institutes of Hotel Management and Catering Technology /University Hotel Management Departments, Institutional catering Establishments, Community Halls, Hotels and Restaurants during the last three years).

Attested copies of the work completion certificates issued by the Executive Engineer/Head of Institution are required to be enclosed with the technical bid. The tenderer should also give complete details of the concerned authority such as name with designation, valid address, and telephone/mobile number with STD Code, etc. The completed works will be open to inspection and in case the work is not up to the standard, the tender will summarily be rejected & no queries will be entertained in this regard. Refer “Annexure-III”

4. The firm should also provide information regarding litigation / arbitration cases for the last five years as per Annexure-IV.
5. The firm should not have been blacklisted, debarred, declared non performer or expelled from any work of Union Government/ State Governments/ PSUs etc. during the last 5 years. They should also submit a self-declaration on its letter head for the same. Annexure V
6. The bidder is required to produce and attach solvency certificate for minimum value of Rs.7 lakhs from the scheduled Bank duly attested by the Chartered Accountant or Senior Branch Manager of the scheduled bank. Refer “Annexure VI. This certificate should not be more than six months old from the date of publication of tender

B. INSTRUCTIONS TO BIDDERS

1. Site Visit

1.1 The tenderer should visit / examine the site and its surrounding on working days (from 9 hrs. to 17 hrs.) at their own cost to assess the accessibility and the scope of work before submitting their offer. No claims later on shall be entertained. Certificate to this effect should be submitted Refer“ Annexure-VII

2. Sale of Tender Document

2.1 The complete tender document is available for sale at the State Institute of Hotel Management and Catering Technology, Thuvakudi, Tiruchirappalli on any working day from 11.5.2018 from 9 am to 5 pm on payment of non-refundable tender fee of **Rs. 2000/ (plus GST 12% charges) through a demand draft/pay order favoring “The Principal, State Institute of Hotel Management and Catering Technology” payable at Tiruchirappalli.** In case of downloading the tender document from website, the demand draft/pay order towards the tender fees should be submitted along with the DD/pay order of EMD.

2.2 The contractor/agency shall **deposit EMD along with tender document** in the form of **Demand Draft/pay order** favouring **“The Principal, State Institute of Hotel Management and Catering Technology” payable at Tiruchirappalli.** EMD is exempted for the firms registered with National Small Industries Corporation (NSIC) subject to:

- Registration Certificate being valid as on date of opening the Tender document.
- Technical Bid is accompanied by a photocopy of valid NSIC Registration Certificate.

Photocopy of application for registration as NSIC or for renewal of NSIC will not be acceptable. Such offers will be treated as offers received without EMD. Such offers will be rejected. Registration with DGS&D will not entitle the Tenderer to claim exemption from payment of EMD.

3. Cost of Bidding

3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and The Commissioner of Tourism / Chairperson of the Procurement Committee , State Institute of Hotel Management and catering Technology, Thuvakudi, Trichy- 620 015, Tamil Nadu, India hereinafter referred to as “*the Purchaser*”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4. Clarification on Tender Documents

4.1 A prospective Bidder requiring any clarification of the Tender Documents may notify the Purchaser in writing and mailing to the Principal, State Institute of Hotel Management and Catering Technology, Thuvakudi, Tiruchirappalli-620 015. SIHMCT will respond in writing to any request for clarification of the Bidding Documents which it receives not later than 7 days prior to the deadline for submission of bids. Written copies of the SIHMCT’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders which have received the Tender documents.

5. Amendment of Tender Documents

5.1 At any time prior to the deadline for submission of bids, SIHMCT may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Documents by an amendment.

- 5.2 All prospective bidders who have received the Tender Documents will be notified of the amendment in writing and also published in the web site.
- 5.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bid, SIHMCT may, at its discretion, extend the deadline for the submission of bids.

6. Language of Bid

- 6.1 The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the *Purchaser*, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.

7 Bid Prices

- 7.1 Tenderer must quote separate prices for each item as instructed in the tender document.
- 7.2 All Tender prices should be on a fixed firm basis for delivery to destination.
- 7.3 The quoted price should be inclusive of all taxes, transportation cost, **octroi charges**, transit insurance Charges, fitting, fixing, Installation, testing, commissioning charges etc.
- 7.4 Prices must be stated separately for each item in the amount column in the “Price Bid” of the tender document.
- 7.5 The total price shall be written in both words and figures. In case of ambiguity in price quoted in figures and words, the one quoted in words shall prevail.
- 7.6 The tenderer must quote for all items. In case the tenderer does not quote the price of all items his tender will liable to be rejected.
- 7.7 Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 7.8 Prices shall be quoted in Indian Rupees only

8 Submission of bids

- 8.1. Under the two bid system, the bidders are required to submit their ‘**Technical bid**’ and ‘**Price bid**’ separately. All the documents related to Technical bid and Price bid should be put in two separate envelopes duly marked as ‘Technical bid’ and ‘Price bid’ respectively. Both the envelopes shall then be sealed in one outer (main) envelope which should be super scribed clearly with the name of work and the Tender reference number addressed to **The Commissioner, Department of Tourism, Tamil Nadu Tourism Complex, 2 Wallajah Road, Chennai-600 002**. The outer envelope shall contain the name and postal address of the tenderer with Phone/ Mobile/ Fax numbers and e-mail address, if any.

- 8.2 . The Technical bid should consist of the following Mandatory Documents along with the Tender form
- i) DD for Tender fee of Rs 2000 (plus 12% GST) if the tender documents are downloaded
 - ii) Earnest Money Deposit in the form of Demand draft of Scheduled Nationalized Bank
 - iii) Annexures from I to VIII-documents duly signed and stamped by the Bidder/concerned Authority
 - iv) Complete Tender Document duly signed and stamped
 - v) Technical specification duly signed and stamped
 - vi) Dealership letter for overseas bakery equipment company/Import Licence/permit for Bakery equipment
- 8.3. The 'Price bid' should be as per the prescribed format, rate entered, duly signed and stamped.
- 8.4 The last date for submission of bids duly complete in all respect is 25.5.2018 up to 14:30 hrs. The bid should be valid for a period of 90 days from the date of opening the technical bid.
- 8.5 Any late bid received by the Purchaser after the deadline, will be rejected and/or returned unopened

9. Opening of Technical bid.

- 9.1. Technical bid shall be opened on **25/5/2018 at 17:00 hrs.** at the Office of **The Commissioner, Department of Tourism, Tamil Nadu Tourism Complex, 2 Wallajah Road, Chennai-600 002** in the presence of tenderers or their authorized representatives. In the event of any of the above mentioned date being declared as a holiday / closed day, the tenders will be opened on the next working day at the appointed time. A two stage screening process will be adopted for evaluation of Technical bid.

10 Evaluation of Technical bid

- 10.1 At this stage the bid will be evaluated for compliance with the minimum pre- qualification criteria as listed above. The screening will be done purely on the basis of documentary evidence submitted by the tenderer along with his technical bid.
- 10.2 The decision of Bid Evaluation Committee with regard to the evaluation of bids will be final and no correspondence will be entertained in this regard.
- 10.3 During evaluation of Technical bids, the purchaser may interview the bidders to assess the eligibility, capability and suitability of the bidder to perform the work.
- 10.4 The firms which qualify the Pre-qualification Criteria will become eligible for opening of their Price bid.

11 Opening of Price bid

- 11.1. The price bid of qualified bidders only will be opened at a date and time to be decided by the competent authority and will be communicated to the concerned parties accordingly by post/through email.

12. Evaluation of price bid and award of work

- 12.1. The work will be awarded to the tenderer whose bid has been determined to be eligible and to be substantially responsive to the tender documents and who has offered the lowest evaluated bid.
- 12.2 The competent authority reserves the right of accepting the whole or any part of the bid and to restrict the list of qualified contractor/agencies to any number deemed suitable by it, if too many bids are received satisfying the laid down criteria
- 12.3 The Procurement committee reserves the right to reject any prospective application without assigning any reason and to call for the tender again

13. Performance Security

- 13.1 The successful contractor will be required to provide a performance security through Demand Draft/Banker's Cheque/Fixed Deposit receipt or Bank Guarantee from any of the Nationalized/ Scheduled Bank for an amount equal to 5% of the value of the work in a standard format within two weeks from the date of signing/execution of a work agreement. The security deposit should remain valid for a minimum period of one year plus three months claim period from the date of completion of work. (Refer Annexure X)

14. Other Instructions

- 14.1 The Tenderer should sign and stamp each page of the tender documents.
- 14.2 Tender without Tender fee (if down loaded), Security deposit is not acceptable and such tenders will be rejected straight away.
- 14.3 All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Technical Bid as well as Price Bid unless authenticated by full signature of bidder. Any omission in filling the columns of Price Bid shall debar a tender from being considered. Rates should be filled up carefully by the Bidder. All Corrections in this schedule must be duly attested by full signature of the Bidders. The corrections made by using fluid and overwriting will not be accepted and tender would be rejected.
- 14.4 The bidder must submit the required documents duly attested by them with signature, page numbering and seal of the firm on each page of every document. In the event of non-receipt of any of the documents for Technical Bid, it will be presumed that the bidder could not fulfil that documents with the particular criteria and hence the bidder will be disqualified from the process. Any paper relating to the above documents will not be received during opening of the Technical Bid or separately.

- 14.5 During evaluation of the Technical Bid, the Committee as would be constituted for the purpose will scrutinize the documents mentioned above and may forward any or all the documents to the concerned authorities for verification and authentication. In case of any document(s) as submitted by the bidder found/reported to be a fake, the bidder will be out of the tendering process besides any legal action that may be initiated against the bidder, as per existing rules. Further, the Committee may visit the sites of the bidder to inspect sites at present contract(s) to receive on the spot information regarding the quality of services provided, etc.
- 14.6 Besides, scrutinizing the documents submitted with the Technical Bid, the bidder will be interviewed by the Committee to assess the eligibility, capability and suitability of the bidder. As such, the presence of the bidder or any authorized representative of the bidder in the Technical Bid meeting is a MUST.
- 14.7 The Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids, the form and nature of the site, the means of access to the site, and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed.
- 14.8 Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractor/agencies who resort to canvassing will be liable for rejection.
- 14.9 The Procurement Committee, SIHMCT does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
- 14.10 Acceptance of tender shall rest with the Chairperson of the Procurement Committee of SIHMCT which shall not be bound to accept the lowest tender and he reserves the right to reject any or all tenders received without assigning any reasons.
- 14.11 The bid for the work shall remain open for acceptance for a period of Ninety (90) days from the date of opening of bid. If any bidder withdraws his bid before the said period or makes any modifications in the terms and conditions of the bid which are not acceptable to SIHMCT, then the SIHMCT shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the rebidding process of the work.
- 14.12 Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done.

Section 2

TERMS AND CONDITIONS

1.0 Meaning

- 1.1 The term ‘Contract document’ means the Notice Inviting Tender, Tender form, Eligibility Criteria and the Instructions to bidders, Terms and Conditions, Technical Details and Specifications, Price Schedule, Drawings and Articles of Agreement.
- 1.2 The ‘Contractor’ shall mean the sole proprietor, or firm or company whether incorporated or not, undertaking the works and shall include the legal representative or such individual successors, heirs, administrators or assignees of such sole proprietor, firm or company, as the case may be or the persons composing such firm or company of the successors of such firm or company and the permitted assignees of such individual or firms or company.
- 1.3 ‘SIHMCT’ means State Institute of Hotel Management and Catering Technology, Thuvakudi, Tiruchirappalli.
- 1.4 ‘Engineer- in- charge’ shall mean the Commissioner of Tourism/Chairperson of the Procurement Committee, SIHMCT or a person deputed by him. He shall supervise the work and issue necessary instructions at site, on behalf of SIHMCT.
- 1.5 ‘The Contract Price’ means the price payable to the contractor under the Contract for the full and proper performance of its contractual obligations;
- 1.6 ‘The Goods’ means all the equipment, machinery, and/or other materials which the Supplier is required to supply to SIHMCT, Trichy under the Contract
- 1.7. ‘Services’ means services ancillary to the supply of the Goods, such as transportation and Insurance, and other incidental services, such as installation, testing, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the contract.
- 1.8 ‘The Project Site’ is State Institute of Hotel Management and Catering Technology, Thuvakudi, Tiruchirappalli
- 1.9. ‘Supplier’ means the contractor and the ‘Purchaser ‘means SIHMCT, Tiruchirappalli
- 1.10 ‘Day’ means calendar day.
- 1.11 ‘Delivery/work completion period’ means the period applicable up to completion of supply, installation, testing and commissioning of the equipment by the contractor at the Project site and accepted by the “Purchaser”

2.0 Performance Security

- 2.1. The contractor will be required to furnish performance security in the form of DD/Banker’s Cheque/Fixed Deposit receipt or Bank guarantee as per prescribed format for an amount equal to 5% of the contracted value of the work within two weeks from the date of

signing/execution of a work agreement. The security deposit should remain valid for a minimum period of one year plus three months claim period from the date of completion of work. (Refer Annexure X)

- 2.2. The Performance security will be released after expiry of the warranty period of work (12 Months) plus claim period (3 months) subject to satisfactory fulfilment of its obligations by the contractor under the work.
- 2.3. Failure of the successful contractor to lodge the required Bank Guarantee shall constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security, in which event the work will be awarded to the next lowest evaluated tenderer or, if there are no other tenderer, call for new bids.

3.0 Forfeiture of Earnest Money Deposit / Security Deposit

- 3.1. Earnest Money Deposit / Security Deposit is liable to be “FORFEITED” as the case may be, if the tenderer / contractor
- Fails to supply the required / called documents within time limit.
 - Withdraws tender offer before finalization to the tender.
 - Fails to accept the tender offer, if his / her tender is accepted.
 - Fails to execute the agreement within stipulated time limit.
 - Fails to carry out the work as per specified period.

4.0 Drawings

On the award of the work order, the contractor shall immediately proceed with the preparation of drawing according to the work order to be carried out. Two sets of such working drawings including make of all items shall be submitted to SIHMCT for its approval to ensure that work will be carried out in accordance with specification and proposed drawing including such changes as may have been mutually agreed upon. All the drawing shall be received by the Engineer-in-charge for his approval within 07 days of award of work. Also, the contractor must periodically organize co-ordination meeting at the site to review the progress of work

5.0 Time for Completion of Works

The work will be awarded to the successful tenderer for a period of 45 days. All the work orders placed under this work will have to be delivered and installed at site within a period of 45 days from the date of issue of respective work order.

Time Schedule for work

Work	Time allowed
Supply of all bakery equipment	25 days
Installation of bakery equipment	28 days
Testing and Commissioning	30 days
Time period allowed for the completion of work 30 days	

6.0 Time and Extension for Delay

- 6.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser
- 6.2. If in the opinion of the Engineer-in-charge, SIHMCT the work is delayed by:
- a. Force majeure.
 - b. Reasons of civil commotion, workers strike or lock-out affecting bakery equipment imports.

On happenings of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Commissioner of Tourism/Chairperson of the Procurement Committee, SIHMCT.

- 6.3. In such case, the Chairperson of the Procurement Committee may give a fair and reasonable extension of time and reschedule the Completion date. Such extension shall be communicated to the Contractor by the Chairperson of the Procurement Committee in writing within 10 days from the date of receipt of such a request.

7.0 Compensation for Delay

- 7.1. Time is the essence of the contract. The time allowed for the work shall be strictly followed otherwise the Contractor shall be liable to pay compensation at the rate of **0.2 %** of the ordered value of the work **per day of delay** on the part of the contractor subject **to a maximum of 10 % of the total ordered value**. Once the maximum is reached the purchaser may consider termination of contract. The decision of the Principal, SIHMCT about the delay shall be final and binding.

8.0 Technical Specifications and Standards

The bakery equipment & services to be provided by the tenderer under this contract shall conform to the technical Specifications as laid down under this tender document and should be carried out to the complete satisfaction of the Members of the Procurement Committee.

9.0 Work Open to Inspection

All work under or in course of execution or being executed in pursuance of the contract shall at all times be open to inspection and supervision by the members of the Procurement Committee, and the Contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the member/members of the Procurement committee to visit the works shall have been given to the contractor, either himself be present to receive order and instructions, or have a responsible agent duly accredited in writing, present for that purpose. Order given to the contractor's agent shall be considered to have the same force as if the same had been given to the Contractor himself.

10.0 Inspection, Testing and Quality Control

- 10.1 The purchaser will, inspect and/or test the supplied items to confirm their conformity to the tender specification at no extra cost to purchaser. The Inspection authority shall specify what inspections and tests are required and where they are to be conducted. The purchaser shall notify the contractor in writing in a timely manner of the identity of any representatives retained for these purpose.

- 10.2 The inspections and test may be conducted on the premises of the Supplier during work in progress, at point of delivery and/or at the goods final destination. Where conducted on the premises of the supplier, all reasonable facilities and assistance including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 10.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all necessary alterations to meet the required specification free of cost to the Purchaser within stipulated time.
- 10.4 The Purchaser's right to inspect, test and where necessary, reject the supplied items after its arrival at the final destination shall in no way be limited or waived by reason of the items having previously been inspected, tested and passed by the purchaser or its representatives prior to its shipment.
- 10.5 The supplier must get each equipment inspected in manufacturer's works and submit a test certificate and also guarantee/warranty certificate that the equipment conforms to laid down specifications.
- 10.6 Nothing shall in any way release the tenderer from Guarantee or other obligations under the contract.
- 10.7. The Purchaser shall be the final authority to reject full or any part of the supply which is not conforming to the specifications and other terms & conditions.
- 10.8. No payment shall be made for rejected items. Rejected items must be removed by the contractor within one week of the date of rejection at their own cost and replace immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the contractor without any further notice.

11.0 Packing and Marking

- 11.1. The Supplier shall provide such packing of the Goods as is required to prevent their Damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
- 11.2. The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as per site condition.
- 11.3. Packing instructions:
The tenderer shall make package and mark each package on three sides with the following with indelible paint/ink of proper quality:
- a. contract number and date

- b. brief description of items including quantity
- c. packing list reference number
- d. consignee's name and full address
- f. tenderer's name and address

12.0 **Delivery and Documents**

- 12.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award.

Upon delivery of the Goods, the Supplier shall notify the Purchaser and the Insurance Company the full details of shipment including the Contract number, description of Goods, quantity, names of the consignee etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company.

- (i) Three Copies of Supplier invoice showing Goods description, quantity, unit price, total amount;
 - (ii) Insurance Certificate;
 - (iii) Manufacturer's/ Supplier's warranty and test Certificate;
 - (iv) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report;
- The above documents shall be received by the *Purchaser* before arrival of Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the supplier will be responsible for any consequent expenses.

13. **Insurance**

- 13.1 The Goods Supplied under the Contract shall be fully insured in Indian Rupees against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery
- 13.2 In case of damage or loss in transit up to destination it shall be responsibility of the tenderer to Initiate and pursue the claim with Insurance Company
- 13.3 The tenderer shall take immediate steps to replace the damaged equipment / parts.

14. **Transportation**

- 14.1 The Supplier is required to transport the Goods to SIHMCT, Trichy in good condition under insurance coverage and the related cost shall be included in the Contract Price.

15. **Incidental Services**

- 15.1 The rate quoted by the bidder is inclusive of incidental services. It includes all the services that are essential for safe delivery of ordered goods, installation, testing, and commissioning of equipment at the site including but not limited to the following
- (a) Unloading, safe storage and handling of consignment at site.
 - (b) Installation, testing and commissioning of the equipment.
 - (c) Undertaking minor civil work, electrical and plumbing work during Installation
 - (d) supervision of work at the workshop and the installation, testing and commissioning of the Bakery equipment at various floors of SIHMCT as per the approved drawings
 - (e) Furnishing of tools required for installation and/or maintenance of the supplied Goods;

- (f) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods.
- (g) Training of the Purchaser's Personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

16. Spare Parts

16.1 Supplier shall carry sufficient inventories to assure prompt replacement of defective parts immediately during the guarantee as well as maintenance period covered under comprehensive maintenance contract.

17.0 Patent Rights

17.1 The Supplier shall indemnify SIHMCT, Trichy 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.

18. Interpretation

18.1 In interpretation of specifications the following orders shall be followed

- a) Approved Drawings
- b) Technical specifications
- c) Terms and Conditions

18.2 Matters not covered by the specifications given in this contract as a whole shall be covered by relevant Industry standards/ ISI. If such codes on a particular subject have not been framed, the decision of the purchaser/purchaser's representative shall be final and binding.

19.0 Co-Ordination

19.1 Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the contractor. Proper co-ordination with other agencies will be contractor's responsibility. In case of any dispute the decision of SIHMCT shall be final & binding on the contractor.

20.0 Clearance of Site

20.1 The contractor shall have to remove all waste and other unwanted material from site of work before handing over the installation to the SIHMCT. The work shall not be treated as complete in all respects unless these requirements are fulfilled by the contractor. In the event of contractor failing to do so, the SIHMCT shall have right to get the site cleared at the cost of contractor.

21.0 Compliance with Labor Laws and Other Laws

The Contractor shall comply with the provisions of Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act and other applicable regulations and other labour laws Contract Labour as mentioned below as applicable amended up to date:

- 1) Industrial Disputes Act.
- 2) Industrial Establishment (Standing orders) Act.
- 3) Trade Unions Act.
- 4) The Factors Act.
- 5) Employees Provident Fund & Miscellaneous Provision Act.
- 6) Employees State Insurance Act.
- 7) Workmen's Compensation Act.
- 8) Payment of Gratuity Act.

- 9) Minimum Wages Act.
- 10) Payment of Wages Act.
- 11) Equal Remuneration Act.
- 12) Payment of Bonus Act.
- 13) National / Weekly Holiday Act.
- 14) Inter-state Migrant Workmen (Regulation of Employment and of service conditions) Act.

22.0 Safety Code

The Contractor shall follow the Safety Code for the Protection of health of Workers as prescribed by bakery equipment manufacturing industry. Contractor shall be fully responsible for safety of his workers and in case of any accident/mishap the entire responsibility shall be on the contractor.

23.0 Watch and Ward

The contractor shall be responsible for watch and ward of all the works and various materials till complete handing over the works to the SIHMCT.

24.0 Prices

- 24.1 The rates quoted by the tenderer, shall be firm and inclusive of all taxes including works contract tax, duties or other levies (viz., Excise duty, Custom duty, Octroi etc.), and all charges for packing, forwarding, insurance, freight and delivery, incidental charges, installation, testing, commissioning etc. at site including temporary construction of storage, risks, overhead charges, general liabilities/obligations etc. The contractor has to carry out comprehensive maintenance as per manufacturer's standards for a period of 12 months from the date of handing over of the installations to the SIHMCT for beneficial use. Nothing extra shall be paid on this account.

25. Deviation in Quantities and Specifications

- 25.1 The deviation in quantities shall be allowed to the extent of ± 25 % on the awarded rates.
- 25.2 The Principal, SIHMCT shall have power to make alteration in, omissions from, additions to, or substitutions from the original specifications, drawings, designs and instructions that may appear to him necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Principal, SIHMCT and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

26 Procedure for submission of bills

- 26.1 Within 30 days of successful completion of the work against the work order issued, the contractor will have to submit the bill to the Principal and Secretary, SIHMCT for verification and payment.

- 26.2 The person deputed by the Chairperson of the Procurement Committee/Principal, SIHMCT will check the equipment delivered against the bill for quantity delivered and for quality and specifications of equipment delivered for processing the payment.

27. Payment and Deductions

- 27.1 The payment will be made to the contractor within 30 days of successful and satisfactory completion of work(s) as per the work orders issued under this work. However, all efforts will be made to effect the payment within 15 days after the supply is completed and accepted by SIHMCT.
- 27.2 No part payment will be made. Payment will be made on completion of the work as per orders issued. .
- 27.3 Security deposit @ 5% deposited by the vendor will be released after satisfactory completion of guarantee period (12 months) plus claim period (3 months). Further, deduction towards taxes, service tax etc as applicable, will be made before release of payment to the contractor.

28. Guarantee

- 28.1 All the materials / equipment / work shall be governed by guarantee of twelve months starting from the date of commissioning of work or guarantee as per ISI or guarantee given by the company whichever is higher against any manufacturing defects, design or workmanship.
- 28.2 Contractors shall give guarantee that the material used by them are new and of high quality and in full accordance with the requirement of the tender specifications.
- 28.3 If within expiry of the above stipulated guarantee period if anything is found defective the contractor shall repair or furnish and install / replace parts of design, workmanship, and materials approved by purchaser at his own expense.
- 28.4 The guarantee period for the replaced parts or repaired work should be same as above.
- 28.5 The guarantee period shall be extended by length of time required to make any adjustments changes or repairs necessary to fulfill the guarantee.
- 28.6 After Sales Service: After sales service should be made available on 24 (hrs) X 7(days) X 365 (days) basis. Complaints should be attended promptly and properly within 24 hrs. The service should be provided directly by the tenderer or his authorized agent whose details shall be provided to the SIHMCT, Trichirappalli within one month from the date of award of contract.
- 28.7 During guarantee period, if the complaint is not attended within 48 hours of complaint a penalty of Rs.500/- per day may be charged.

29.0 Other Conditions

- 29.1. The successful tenderer is responsible to provide the required manpower with adequate experience and qualifications to attend to installation, testing and commissioning work and maintenance work during the guarantee period . The contractor shall provide cleaning materials and Tools required for the maintenance.
- 29.2 No subletting or subcontracting of the work will be permitted. If it is found that the firm has given sub-contract for supply, installation, Testing and Commissioning of bakery equipment on the basis of work order, the contract shall stand forfeited.
- 29.3 Should any misunderstanding arise as the meaning and importance of the said specifications or as to the dimension or as extra there upon the same shall be explained by SIHMCT, Tiruchirappalli. This explanation shall be binding upon the contractor shall execute the work according to such explanation and shall do all such works as may be

necessary for the proper completion of the work as implied by the specification even though such works or things are not specifically described in the specifications. Matters not covered by the specifications given in this contract as a whole shall be covered by relevant Industry standards/ ISI. If such codes on a particular subject have not been framed, the decision of the purchaser/purchaser's representative shall be final and binding.

29.4 The contractor shall comply with safety codes for Fire precaution, health requirement, scaffolds & ladders etc.

29.5 All dismantled material for which credit is not being given in the tender shall be handed over to the SIHMCT stored at proper place.

29.6 The work shall be executed without any loss / damage to the SIHMCT properties.

31.0 Termination

31.1 Notwithstanding anything elsewhere provided herein and in addition to any other right or remedy available to SIHMCT under the work or otherwise including right of SIHMCT to claim compensation for delay, SIHMCT may, without prejudice to his right against contractor in respect of any delay, bad workmanship or otherwise or to any claims for damage in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this work or otherwise and whether the date for completion has or has not elapsed by intimation in writing, absolutely determine and terminate the Contract.

Default or failure by the contractor in any of the under mentioned cases, including but not limited to the following shall be the basis for taking action under this clause of the contract.

- 1) Failure to provide at the job site, sufficient labor, material, equipment, machinery, and / or facilities required for the proper and / or due execution of the work or any part thereof:
- 2) Failure to execute the works or any of them in accordance with the contract.
- 3) Disobedience of any order or instruction of SIHMCT
- 4) Negligence in carrying out the work or carrying out of work found to be unsatisfactory
- 5) Abandonment of the works or any part thereof.
- 6) If the Contractor misconduct in any manner.
- 7) Delay in execution of work, which in opinion of Engineer-in-charge shall delay the completion of work beyond the stipulated date of completion.
- 8) Distress, execution, or other legal process being levied on or upon any of the Contractors goods and /or assets.
- 9) Death of Contractor (if an individual)
- 10) If the Contractor of any person employed by him shall make or offer for any purpose connected with the contract any gift, gratuity, royalty, commission, gratification or other inducement (whether money or in any other form) to any employee or agent of SIHMCT

31.2 The decision of the **Commissioner of Tourism** as to whether any of the events/ contingencies Mentioned in aforesaid clauses entitling **SIHMCT** to terminate the contract has occurred shall be final and binding upon the Contractor. The jobs left however by the Contractor shall be got done at his risk and cost through the other agencies and the Contract shall be determined accordingly.



32.0 Arbitration



32.1 Any claim, dispute or difference arising out of or in connection with this agreement and which cannot be settled by mutual consultations, shall be referred to sole Arbitration or an Arbitrator to be appointed by mutual consultations. The award of the Arbitrator shall be final and binding between the parties as per the terms and conditions of the Agreement to be executed on award of contract. The Arbitration proceedings shall be governed by the Arbitration and Conciliation (amendment) Ordinance 2015 and shall be conducted in Tiruchirappalli

Section 3

TECHNICAL DETAILS AND SPECIFICATIONS

Specifications of Bakery Items required are given below with pictures where possible for better understanding

S.No	Items with Specifications	Picture
1	<p>DOUBLE DECK OVEN Electric, Automatic cut off Berjaya Brand, Model BJY- E12KW-2 or equivalent Two Deck Oven Capacity (kg/hr) 40 Voltage / Phase (V/Ph) 380-415 / 3 Wattage (w) 12000 Machine Dimension (mm) 1225 x 865 x 1290 Weight (Kg) 172, With Timer</p>	
2	<p>SINGLE DECK OVEN Electric, Automatic cut off Berjaya Brand Model BJY-E6KW-1 or equivalent Single Deck Oven Capacity (kg/hr) 20 Voltage / Phase (V/Ph) 220-240 / 1 Wattage (w) 6000 Machine Dimension (mm) 1225 x 865 x 520 Weight (Kg) 84, With Timer</p>	
3	<p>PLANETARY MACHINE Berjaya Brand or equivalent Capacity: 30 Ltr. Voltage v/Ph:220-240/1 Accessories : 1 Bowl 3 attachments Frequency : 50 Hz Input Power: 1200 W Dough Capacity: 6 kg Dimension : 500 x 570 x 950 mm Weight : 102 Kgs</p>	

S.N o	Items with Specifications	Picture
4	SPIRAL MIXER Berjaya Brand or equivalent CAPACITY: 20 litres Capacity: 20 Ltr. Voltage v/Ph:220-40/1 Accessories : 1 Bowl 3 attachments Frequency : 50 hz Input Power: 1100 W Dough Capacity: 5 kg Dimension : 530 x 460 x 880 mm Weight : 95 Kgs	
5	BREAD SLICER Berjaya Make or equivalent Capacity(pcs): 31 Voltage/phase: 220-240/1 Frequency: 50 Wattage: 250 Machine dimension(mm): 650x740x780	

Note: The ovens should be supplied with Baking Trays of suitable size

INSTALLATION AND CONDITIONS AT SITE

The items are to be installed in the ground, first floor and second floor of State Institute of Hotel Management and Catering technology, Tiruchirappalli. Install all items of equipment as recommended by manufacturer. An item which because of its unwieldy size or which cannot be delivered in one piece because of physical conditions at site, or which may be damaged or cause damage during delivery and placement, may be delivered in sections and assembled to a factory finish

Installation: Place all equipment, assemble, and make a complete unit in the required location, properly leveled, fitted and secured in place, ready for all plumbing, electrical and ventilating connections .

Before final inspection, contractor shall remove all protective covering and coatings from his work and thoroughly clean all parts of equipment and service them, leaving all items free from defect, adjusted and lubricated according to the recommendations of the manufacturer.

After all utility connections to the equipment are made final test of equipment under operating conditions should be conducted in the presence of procurement committee or its representatives.

Section 4

TENDER FORM

To,

The Commissioner of Tourism/
 Chairperson of Procurement Committee
 State Institute of Hotel Management and Catering Technology,
 Thuvakudi, Tiruchirappalli – 620 015.
 Telephone: 0431-2500660 / 2500188
 E-mail: dotdepartment@gmail.com and sihmct1@gmail.com

Sir,

Sub: Supply, Installation, Testing and Commissioning of Bakery
 Equipment at State Institute of Hotel Management and
 Catering Technology, Thuvakudi, Tirichirappalli - 620 015

Ref: Your tender no. _____ dated _____

I / We have read and examined the notice inviting tender, eligibility criteria, instructions to bidders, Terms and conditions, technical specifications and other documents of this tender document for the work.

I/ We hereby tender for the execution of the work specified for the State Institute of Hotel Management and Catering Technology, Thuvakudi, Tiruchirappalli within the time specified in accordance in all respects with the technical details and specifications, drawings and instructions given.

We agree to keep the tender open for Ninety (90) days from the date of opening of bid. A sum of Rs.7000/- is hereby forwarded in the form of Demand draft of a scheduled bank as earnest money.

If I/We fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the Tender inviting authority SIHMCT shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that SIHMCT shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely.

The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained.

Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor/agency on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in SIHMCT in future forever. Also, if such a violation comes to the notice of procurement Committee, SIHMCT before date of start of work, SIHMCT shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

Signature of the Tenderer

SIHMCT/tender-3/2018-19

Dated _____

Witness:

Address :

Occupation :

Signatures of Contractor/agency
Postal Address

Annexure I**Profile of the Tenderer**

(To be placed In separate sealed Cover-I super scribed as “Technical Bid”)

1.	Name of Company/Firm/ Agency and Registration Number	:	
2.	Name of Proprietor/Director of the Company/Firm/Agency	:	
3.	Full Address of Reg. Office (A copy of Company/Firm/Agency registration must be enclosed)	:	
	Telephone Nos.	:	
	E-mail ID	:	
4.	Details of Banker of the Firm with full address	:	
	Telephone Nos. of Banker	:	
5.	Bank A/C No. of Firm for ECS payments	:	
6.	PAN, TIN, TAN,VAT, Service Tax ,GST, Registration No of the Firm, Import Licence details (Enclose a copy of the same)	:	
7.	Details of Cost of Tender (If down loaded from the web site)	:	
8.	Details of EMD	:	
9.	ISO & Other relevant Certificate Details (Copy of the same must be enclosed)	:	

Signature and seal of the bidder/ Authorized Signatory

Annexure II

FINANCIAL CAPABILITIES

Financial Year	Annual Turn Over in Indian as per Audited Balance Sheet
<u>2015-2016</u>	Rs.
2016-2017	Rs.
2017-2018	Rs.

<u>Financial Information in</u> Rs.	For year 2015-16	For year 2016-17	For year 2017-18
1. Total Assets			
2. Current Assets			
3. Total Liabilities			
4. Current Liabilities			
5. Profit before Tax			
6. Profit after Tax			
7. Net Worth			

NOTE : The above data is to be supported by audited balance sheets

1. Attach copies of audited balance sheets duly certified by the Chartered Accountant for all three years (2015-16, 2016-17 & 2017-18). Audited Balance sheet should mention the membership number of chartered accountant issued by ICAI along with full address.
2. Attach recent solvency certificate from bankers. The certificate should not be more than one year old from the date of submission of bid.

Signature and seal of the bidder/ Authorized Signatory

Annexure -III**EXPERIENCE OF COMPLETION OF PROJECTS OF SIMILAR NATURE & COMPLEXITY**

(During last three years ending last day of month previous to the one in which applications are invited)

Sl. No.	Name of work / project and location	Owner or sponsoring organization	Cost of work in Lakhs	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Name and address/ telephone number of officer to whom reference may be made	Remarks

NOTE: Please attach supporting documents (completion certificates along with order copies) for the above information

Signature and seal of the bidder/ Authorized Signatory

Annexure IV**LITIGATION DETAILS (COURT CASES/ARBITRATION)**

Year	Name of the work	Name of the Client, with Address	Title of the court Case/Arbitration	Detail of the Court/ Arbitrator	Status Pending/ Decided	Disputed Amount (Current Value) in case of Court Cases/arbitration	Actual Awarded Amount (Rs) in decided Court Cases/arbitration

Signature and seal of the bidder/ Authorized Signatory

Annexure V**PROFORMA OF AFFIDAVIT FOR NON - BLACK LISTING**

I/we undertake and confirm that our firm/partnership firm has not been blacklisted by any State/Central Departments/PSUs/Autonomous bodies during the last 5 years of its operations. Further that, if such information comes to the notice of the Authority then I/we shall be debarred for bidding in SIHMCT in future forever. Also, if such information comes to the notice of the Authority on any day before date of start of work, The Commissioner of Tourism/ Chairperson of the procurement Committee, SIHMCT shall be free to cancel the agreement and to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee

Signature of Bidder(s) or an authorized
Officer of the firm with stamp

Signature of Notary with seal

- Note: 1. The affidavit shall be made in current date after the date of invitation of the tender.
2. Affidavit shall be furnished on a 'Non-Judicial' stamp paper worth Rs.100/-

Annexure VI**BANKER'S SOLVENCY CERTIFICATE FROM A SCHEDULED BANK**

This is to certify that to the best of our knowledge and information that M/s. / Shri. having marginally noted address, a customer of our bank is/ are respectable and can be treated as good for any engagement up to a limit of (Rupees).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature) For the bank

NOTE :

- (1) The bank solvency certificate should be on the letter head of the bank addressed to the tendering Authority, i.e "The Commissioner of Tourism / Chairperson of the Procurement Committee, SIHMCT sealed in cover and to be submitted along with the documents.
- (2) In case of partnership firm, certificate should include names of all partners as recorded with the bank.
- (3) The certificate should not be more than 6 months old with reference to the last date of Submission of the bid.

Annexure -VII**CERTIFICATE FOR SITE INSPECTION**

Certified that I/we..... (Name of tenderer) have visited the site on dated..... and assessed the nature and amount of work involved before submitting our offer. We will be able to complete the works within the stipulated time and also certified that we will be able to supply the material/execute the work as per specification to suit the site conditions.

Address of site: - State Institute of Hotel Management and Catering Technology
Thuvakudi, Tiruchirappalli-620 015

Signature and seal of the bidder/ Authorized Signatory

Annexure -VIII**NO DEVIATION CERTIFICATE**

Tender No.:_____

Name of the Tender:_____

We confirm that the stores for which we have quoted conforms to your tender inquiry.

In the event of order being placed with us, we shall supply the stores exactly as per tender specification.

Date:_____

Authorized Signatory

Name:

Designation:

Note No.1: This certificate must be signed and placed in the **Technical Bid**

Annexure - IX**PROFORMA FOR PERFORMANCE BANK GUARANTEE**

(On a stamp paper of appropriate value from any Nationalized Bank or Scheduled Bank)

To,
The Principal/
State Institute of Hotel Management and Catering Technology
Thuvakudi, Tiruchirappalli- 620 015.

Dear Sir,

In consideration of the State Institute of Hotel Management and Catering Technology, Thuvakudi, Tiruchirappalli for award of work for Supply, Installation, Testing and Commissioning of Bakery Equipment at the State Institute of Hotel Management and Catering Technology, Thuvakudi, Tiruchirappalli having awarded to

M/S _____ (hereinafter referred to as the said Contractor or 'Contractor' which expression shall wherever the subject or context so permits include its successors and assignees) a Contract No _____

_____ vide letter No. _____ dated _____ and the Terms and Conditions of Contract and upon the condition of the Contractor's furnishing Security for the performance of the Contractor's obligations and discharge of the Contractor's liability under and in connection with _____ the said Contract up to a sum of

Rs. _____ (Rupees _____ only) amounting to _____ percent of the total Contract value.

1. We, _____ (hereinafter called 'The Bank' which expression shall include its successors and assignees) hereby jointly and severally undertake to guarantee the payment to the Purchaser in rupees forthwith on demand in writing and without protest or demur or any and all moneys payable by the Contractor to the Purchaser in respect of or in connection with the said Contract inclusive of all the Purchaser's losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys payable in respect of the above as specified in any notice of demand made by the Purchaser to the Bank with reference to this guarantee up to an aggregate limit of Rs. _____ (Rupees _____ only).
2. We _____ Bank Ltd. further agree that the Purchaser all be sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser on account thereof and the decision of the Purchaser that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by the Purchaser from time to time shall be final and binding on us.

3. The purchaser shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other Security in respect of the Contractor's obligations and liabilities hereunder or to vary the Contract or the work to be done there under vis-a-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total Contract value or to release or to forbear from enforcement of all or any of the Security and/or any other Security(ies) now or hereafter held by The Purchaser and no such dealing(s) reduction(s) increase(s) or other indulgence(s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the bank of the full liability to the Purchaser hereunder or prejudice the rights of the Purchaser against the bank.
4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all monies payable to the Purchaser in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Purchaser in terms hereof.
6. The amount stated in any notice of demand addressed by the Purchaser to the Bank as liable to be paid to the Purchaser by the Contractor or as suffered or incurred by the Purchaser on account of any losses or damages or costs, charges and/or expenses shall be conclusive evidence of the amount so liable to be paid to the Purchaser or suffered or incurred by the purchaser as the case may be and shall be payable by the Bank to The Purchaser in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Purchaser and liabilities of the Contractor arising up to and until midnight of _____
8. This guarantee shall be in addition to any other guarantee or Security whatsoever that the Purchaser may now or at any time anywise may have in relation to the Contractor's obligations/or liabilities under and/or in connection with the said Contract, and the Purchaser shall have full authority to have recourse to or enforce this Security in preference to any other guarantee or Security which the Purchaser may have or obtain and no forbearance on the part of the Purchaser in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its full liability hereunder.

9. It shall not be necessary for the Purchaser to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any Security which The Purchaser may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealized.
10. We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Purchaser in writing and agree that any change in the constitution of the said Contractor or the said bank shall not discharge our liability hereunder.
11. We _____ the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/difference pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.
12. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. _____ (Rupees _____) and this guarantee shall remain in force till _____ and unless a claim is made on us within 3 months from that date, that is before _____ all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities there under.

Dated _____ day of _____ 20_____

For and on behalf of Bank.

Issued under seal :

Annexure - X**SCHEDULE OF CONTRACT**

1. Earnest Money to be deposited : Rs 7,000
2. Time of Completion : 30 Days from the date of issue of work order
3. Compensation for delay : 0.2% per day subject to maximum of 10% of total ordered value
4. Performance Security: : 5% of contract value
5. Guarantee Period : 12 months from the date of handing over
6. Terms of Payments: : 30 days after successful completion of work as per work order

CHECKLIST FOR TECHNICAL BID AND PRICE BID

Volume 1: TECHNICAL BID

Please check if the following are placed in the “Technical Bid” envelope

1. Demand Draft for Tender fee of Rs 2000/- (plus 12% GST) if the Tender form is downloaded
2. Tender Form duly signed and stamped
3. Technical Details and Specifications and Tender terms & conditions -all pages duly signed and stamped
4. EMD demand draft of Rs. 7,000/- D. D. No. _____ Dated _____
Bank Name _____ payable at Trichirappalli
5. Annexures I to VIII -with supportive documents duly signed by the Tenderer and/or the concerned authority
6. Import licence for importing bakery equipment.

This cover should be sealed with all the documents inside and super scribed as “Technical Bid”

Volume 2: PRICE BID

Ensure the Price Bid is complete in all aspects, signed and stamped. It should be sealed in a separate envelope and super scribed “Price Bid”

Outer Cover

Both the envelopes – “**Technical Bid**” and “**Price Bid**” shall then be sealed in one outer (main) envelope which should be super scribed as:

Name of the Work: Supply, Installation, Testing and Commissioning of Equipment at State Institute of Hotel Management and Catering Technology, Trichy

Tender reference number: TENDER NO: SIHMCT/tender-3/2018-19

Mailing address: **The Commissioner.**
Department of Tourism
Tamil Nadu Tourism Complex
2, Wallajah Road, Chennai-600 002
Tamil Nadu

The outer envelope shall contain the name and postal address of the tenderer with Phone/ Mobile/ Fax numbers and e-mail address, if any.

SIHMCT/tender-3/2018-19