



Institute of Hotel Management, Catering Technology and Applied Nutrition

Veer Savarkar Marg, Dadar (W), Mumbai-400 028. India.
Phone: 022-24457241/42, 2445 9154 Fax: 022-24449779
Email: director@ihmctn.edu / admin@ihmctan.edu

E-TENDER NOTICE

NIT No: IHM/e-Tender/BE/Mumbai/02/2017-18 Dated: 10/01/2018

Online tender, (Two Bid System- Technical and Financial) are invited from reputed manufactures/suppliers for **Supply and Installation of Bakery & Kitchen Equipment** at Institute of Hotel Management, Catering Technology and Applied Nutrition Veer Savarkar Marg, Dadar (w). Mumbai-400028

S. No	Name of work	P.AC.	EMD	Time allowed for completion of supply	Cost of tender Document	
					Tender Cost	Online Processing fee
1	Supply and Installation of Bakery & Kitchen Equipment at Institute of Hotel Management, Catering Technology and Applied Nutrition at IHM Mumbai.	Rs.4.50 Lacs	Rs.22,500/- payable through DD/Bankers cheque as per the tender document.	02 Months	Rs. 3000/- payable through DD/Bankers cheque as per the tender document.	Min Rs.500/- & Max Rs.7000/- payable through online only

1. The Tenderers intending to participate in this Tender are required to get enrolled on the portal www.tenderwizard.com/IHM Enrolment on the above mentioned Portal is mandatory. Registration charges of Rs. 2000/- (excluding TAX) for registering on e-tendering platform & creation of User account are payable by the bidder, which is valid for one year. These charges are to be paid online.
2. The tenderers have to digitally sign their bids before submitting the bids hashes online thus the tenderers are advised to obtain Digital Certificates. The Bidders may contact **Mr. Satadala Samanta (8013426317) & Mr. Mayank Singh (800115628)** for obtaining Class - III Digital Signature Certificates and get registration.
3. Tender documents are also available in our website www.ihmctan.edu but for participation purpose you have to through www.tenderwizard.com/IHM website.
4. The tenders are required to submit Master Envelope super-scribed "Supply and Installation of Bakery & Kitchen Equipment at Institute of Hotel Management, Catering Technology and Applied Nutrition at IHM Mumbai" containing "part 'A' Technical & Part 'B' Financial Bid" both physically and online to be upload on e-tendering portal: www.tenderwizard.com/IHM as per dates Indicated in Key Dates. The Master Envelope should reach us at the following address "The Institute of Hotel Management, Catering Technology and Applied Nutrition Veer Savarkar Marg, Dadar (w), Mumbai-400 028".
5. **Tender cost and processing fee are non-refundable. The tender cost of Rs. 3000/- is payable through DD or Banker Cheque from any Nationalized Bank in favor of "Institute of Hotel Management, Catering Technology and Applied Nutrition, Mumbai payable at Mumbai".** The Tender cost needs to be enclosed in master envelope.
6. Submit EMD, of **Rs. 22,500/-** in the form of **Demand draft/Bank Guarantee/ Banker's Cheque drawn** from any Nationalized Bank in favor of "Institute of Hotel Management, Catering Technology and Applied Nutrition, Mumbai payable at Mumbai". The EMD needs to be enclosed in master envelope.
7. Tenderer which qualifies the Technical bid will only be considered for opening of Financial Bid, rest of the financial bid will be rejected. **Institute of Hotel Management, Catering Technology and Applied Nutrition** reserve the right to reject any or all the Tenders received without assigning any reason(s) thereof.
8. The Bank Guarantee format is given in the general terms and conditions.
9. The exemption for small and medium enterprises as per Govt. rules is applicable the certificate of registration in NSIC or MSME needs to enclosed in master envelope and uploaded online.
10. The bids are to mandatory submitted in both online and offline mode.

PRINCIPAL

**Institute of Hotel Management
Catering Technology and Applied
Nutrition, Mumbai.**

Technical Document

Kindly upload scan copies as per the tender documents under Technical Bid (Part A) & Submit Physical copy of the documents in department/office before due date
16/02/2018, 18.00 hours

Online Tender Schedule:			
S. No	Stages Name		Start Date and Time
1	Start of downloading of tender document		10.01.2018 10:00 a.m.
2	Closure of downloading of tender document		12.02.2018 18:00 Hrs.
2	Last date and time of online submission of Bid.		13.02.2018 18:00 Hrs.
3	Last Date of BID SUBMISSION (HARD COPY OF TENDER COST, EMD AND OTHER ELIGIBLE DOCUMENT)		16.02.2018 18:00 Hrs.
5	TENDER OPENING Technical		20.02.2018 15:00 Hrs.
6	TENDER OPENING Financial		Will be intimated later
7	Minimum Validity of Tender offer		180 Days
8	Estimated cost of tender		4,50,000 lacs
9	TENDER OPENING Financial		Will be intimated later

Note: - Both online and offline submission of tender are mandatory.

Procedure for submission of E-tender by bidder:

Interested bidders who wish to participate should visit website www.tenderwizard.com/IHM which is the ONLY website for bidding their offer. Further, the procedure is as follows:

1. Register your company in website www.tenderwizard.com/IHM for obtaining a Login ID and Password.
2. Using the login ID, password and digital signature, enter the tender portal to download the tender document.
3. Pay EMD through DD and upload the scan copy in website.
4. Attach supporting documents first in "Document Library". Then attach them by selecting in particular tender.
5. Submit the tender. You will receive a system generated "Acknowledgement Copy" of tender submission.
6. Bidder can change quoted rates any time before of closing date & time.

Bidder must submit the offer before the online closing date & time. The website will automatically stop accepting the offer after online closing date and time.

In e-Tendering Technical Related queries Helpline no: 011-49424365 **For Support: For e-tendering queries kindly contact Mr. Satadala Samanta (twhelpdesk701@gmail.com) Mob- 8013426317, Mr. Mayank Thakur (twhelpdesk605@gmail.com) Mob- 800115628.**

In e-Tendering Tender Related Helpline no: 022-24457241/42 **Mrs. Mruduta Barade (admin@ihmctan.edu)**

PRINCIPAL

Institute of Hotel Management

**Catering Technology and Applied
Nutrition, Mumbai-400028**

To,
The Principal
Institute of Hotel Management
Catering Technology and Applied Nutrition
Dadar (west) 400028

CONTENTS OF PACKET-A

Sub: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF BAKERY & KITCHEN EQUIPMENT AT INSTITUTE OF HOTEL MANAGEMENT, V.S. MARG, DADAR WEST, MUMBAI 400 028.

Ref: Your tender no. _____ dated _____

Sir,

I/We are submitting my/our offer in the prescribed tender form, the following documents are enclosed.

1-Envelope marked with “Part- A -Technical Bid”

1. Technical Specification and Tender terms & conditions -all pages duly signed and stamped by me/us.
2. EMD demand draft of Rs. 22, 500/- D. D. No. _____

Dated _____ Bank Name _____ payable at Mumbai.

3. Bidder should also submit Document confirming –
 - A. The Manufacturer/Supplier should be in existence continuously for at least last two years (2015 – 16 & 2016 – 17)
 - B. The Manufacturer Supplier should be situated within the territorial boundary of the country.
 - C. The Manufacturer/Supplier should have requisite GSTIN, PAN No. and Copies of supporting documents to be submitted by them along with the Bid.
 - D. Bidding firm should have turnover of Rs. 50.00 Lacs in any one of the last 2 financial years. The bidder must submit copy of Income Tax Return for F.Y. 2015-16 & 2016-17 & along with Balance Sheet with Profit and Loss statements of the two financial years in support thereof. The Agency should not be blacklisted form any Ministry/Department of Govt. of India.
 - E. In case of authorized distributor/dealer of the manufacture letter of authorization on the company letter head from the manufacturer should be enclosed.
 - F. In order to comply with terms of machine uptime under technical specifications the manufacturer should have a registered service center in the state of Maharashtra.

Bidder must sign and stamp all pages of document mentioned above.

2-Envelopes marked with “Part-B-Financial -Bid”

Financial Bid should be on duly filled online and a hard copy of the same to be sent in the envelope Super-scribe “**Part - B - Financial - Bid**”

Both the sealed envelopes should put into an master envelope and sealed .The master envelope Shall be super-scribed “Technical and Financial Bids for the supply of Bakery & Kitchen Equipment with the date of submission. The Bottom Left corner of the master Cover should carry the full name, address, telephone nos., e-mail ID and name of contact Person of the agency submitting the Proposal. The outer envelope containing the sealed Technical and Financial Bids should be addressed to:-

Principal, Institute of Hotel Management, V. S. Marg, Mumbai - 400028

A- TECHNICAL BID

1- SPECIFICATIONS OF MACHINES –

INSTITUTE OF HOTEL MANAGEMENT, MUMBAI **TECHNICAL SPECIFICATIONS FOR BAKERY & KITCHEN EQUIPMENT**

FROM MANUFACTURERS/DISTRBUTERS/ AUTHORISED DEALERS

SR. No.	Item / Specification	Quantity Required
KITCHEN / F& B EQUIPMENTS		
1	<u>DOUGH KNEEDER / DOUGH MIXER</u> <u>10 KG/5KG</u> <ul style="list-style-type: none">• Capacity – 20 Ltrs with 3 Attachments• Cast iron body in off white painted• 14 swg. bowl with hand operated lifting mechanism• S.S. dough hook, kneader & beather• 1 H.P. 3 phase Crompton or standard make electric motor• Gear drive	2 No.
2	<u>SALAMANDER -</u> <ul style="list-style-type: none">• Outer Size- 36’’*20’’*16’’• Inner Size – 30’’*17*12’’• Salamander should be 3 phase unit and is to be made out of 18/8 St.• Steel AISI 304 Quality 20 SWG duly 120 grit matt polished with all resulting edges rounded with no bur or other excess material left.• The unit should be electrically operated and provide with HEATING ELEMENT of 2 kW at top in full length and width.• The unit should also provide with rotatry on/off switch, thermostat and indication lamps	2 No.

INSTITUTE OF HOTEL MANAGEMENT, MUMBAI
TECHNICAL SPECIFICATIONS FOR BAKERY & KITCHEN EQUIPMENT

FROM MANUFACTURERS/DISTRBUTERS/ AUTHORISED DEALERS

S.No.	Item / Specification	Quantity Required
	<p data-bbox="350 539 557 573"><u>Dough Sheeter</u></p> <ul data-bbox="350 615 976 1446" style="list-style-type: none"><li data-bbox="350 615 716 648">• Table top dough Sheeter<li data-bbox="350 653 943 758">• Sheets dough up to 20”(51 cm) wide Attached with synthetic nonstick rollers Capacity to sheet 500-600 pieces per hour<li data-bbox="350 762 976 837">• All stainless steel welded construction of non-corrosive gauge<li data-bbox="350 842 894 947">• Equipped with handle adjustments for exact uniform dough thickness Safety sensors for automatic shut off<li data-bbox="350 951 959 1047">• Drive mechanism to be isolated from roller area Ease of cleaning and safe to use<li data-bbox="350 1035 976 1131">• Spring loaded scrapers easily removable for easy cleaning.<li data-bbox="350 1115 927 1220">• Rollers: 3.5” dia. by 20” length (8.89 cm dia. by 50.80 cm length) Scrapers: Synthetic, Spring Loaded, Removable<li data-bbox="350 1224 976 1299">• Bearings: Sealed Ball Bearings, Permanently Lubricated<li data-bbox="350 1304 829 1409">• Gear Motor: Heavy Duty 3/4 HP, Maintenance Free, Single Phase, 115v/60Hz or 220v/50Hz<li data-bbox="350 1413 854 1446">• Finishing: All Stainless Steel Legs:	

Part B-Financial Bid:

Sr no.	Item	Quantity	Unit	Prices are for Mumbai. Rate should be quoted including all taxes and discount	
				in Figure	in word
			This is for reference only.		

** Above price bid given in XL format online. Please quote the rate in excel format only as available online and print out of the same needs to be sent.

NOTE-

- 1- **** RATE MUST INCLUDE ALL TAXES, GST, FREIGHT, EXCISE, INSTALLATION IN RESPECTIVE LAB, TESTING, COMMISSIONING AND TWO YEARS COMPREHENSIVE WARRENTY AFTER ONE YEAR STANDARD WARRENTY. NO ADDITIONAL AMOUNT WILL BE PAID IN ANY CIRCUMSTANCES**
2. **RATE MUST BE QUOTED IN FINANCIAL BID IN EXCEL FORMAT ONLY.**

B-GENERAL CONDITIONS

Supply, Installation, Testing And Commissioning Of **Bakery & Kitchen Equipment** at Institute of Hotel Management, V.S. Marg, Dadar West, Mumbai 400 028

1.0 INVITATION

- 1.1 Sealed and super scribed tender are invited by Institute of Hotel Management, Mumbai in the prescribed form for Supply. Installation, Testing and Commissioning of **Bakery & Kitchen Equipment** at Institute of Hotel Management, Mumbai from the nationally reputed and established manufactures.
- 1.2 Only manufactures of the above equipment or their sole distributors, dealers may quote. The manufacture should be able to provide service support in campus within 48 hours of failure reporting.
- 1.3 The number of equipment planned to be purchased is only indicative requirements. Please note that Institute of Hotel Management, Mumbai reserves the right to alter the quantities/items as per its requirement.
- 1.4 THIS TENDER DOCUMENTS IS NON-TRANSFERABLE

2. SCOPE OF WORK

- 2.1 **Supply and Installation of Bakery & Kitchen Equipment** At Institute of Hotel Management, Mumbai as per the list of equipment and their quantities given in Financial Bid -Part 'B' with their respective specification of the tender document.

3. PURCHASE OF DOCUMENTS

- 3.1 The tender documents will be available for sale on written request to the Principal, V.S. Marg, Dadar West, Mumbai 400 028 on all working days(Five days a week) from 10.01.2018 -10.00am to 04.00 pm up to 12.02.2018 during office hours from Administration –cum-Accounts office.
- 3.2 Tender fee for Tender documents is **Rs. 3000/-**. The fee for Tender documents can be paid by **demand draft/ Banker cheque in favour of IHM, Mumbai payable at Mumbai** which is not refundable.
- 3.3 The documents can be download from [www.tenderwizard.com/IHM upto 12.02.2018 18:00](http://www.tenderwizard.com/IHM_upto_12.02.2018_18:00) Hrs. The tender cost in this case needs to be submitted in the master envelope , which is to be sent to us on or before 16.02.2018 18:00 Hrs.

4. EARNEST MONEY DEPOSIT

- 4.1 Tender should be accompanied by a DD/BG/BC of Rs.22500 as Earnest Money Deposit in favor of "Institute of Hotel Management", of any nationalized bank payable at Mumbai.
- 4.2 Tender not accompanied by Earnest Money Deposit shall be rejected as non-responsive.
- 4.3 If during the tender validity period the Tenderer withdraws his quotation, the Earnest Money Deposit **shall be forfeited.**
- 4.4 The Earnest Money Deposit will be returned to the unsuccessful Tenderer without interest within a month of giving work order to the successful tenderer.

5. SECURITY DEPOSIT

- 3.1 The security deposit shall be **10 % of the quoted amount** or value of the order to be placed.
- 3.2 EMD of the successful tenderer shall be treated as part payment towards the amount of security deposit.
- 3.3 The remaining amount of security deposit has to be deposited by the contractor with 07 days of receiving the work successful Tenderer should complete his work **within 60 days** once he is intimated about the acceptance of his tender. If he fails carry out within the time schedule, his order will be treated as cancelled Security Deposit will be forfeited without prejudice to his liability for damages & compensation for delay.
- 3.4 The security deposit lodged by the tenderer shall be returned two months after completion of one year from the date of successful commission. No. interest shall be paid on the security deposit.

6. FORFEITURE OF EARNEST MONEY DEPOSIT / SECURITY DEPOSIT

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

6.2 In addition to the above, the tender will also be liable to be rejected outright.

- a. Any of the pages of the tender is /are removed or replaced.
- b. All corrections, additions or posted slips are not initialed by the tenderer
- c. Any erasure is made by him in the tender
- d. The tenderer or in the case of a firm, each partner or the person holding the power of attorney does not sign.

7. TENDER VALIDITY PERIOD

- 7.1 The tender shall be valid for a period of not less than **180 days** from the date of opening of tender.

8. SUBMISSION OF TENDER

- 8.1 Bid should be submitted in a **TWO Packet** system. Sealed tender documents (both technical and financial bids duly completed in all respects) should be enclosed in master envelope, dropped in tender box IHM, Mumbai on before **18.00 hrs. of 16.02.2018.**
- 8.2 Technical bid should be marked **Technical Bid -PART ‘A’** and Financial Bid should be marked **Financial Bid -PART ‘B’**, both of which should be put in a wax sealed master envelope and super scribed with **Quotation for “Supply and Installation of Bakery & Kitchen Equipment at Institute of Hotel Management, Catering Technology and Applied Nutrition at IHM Mumbai”** with the companies name and address.

1-Envelope marked with **“Part- A -Technical Bid”**

1. Technical Specification and Tender terms & conditions -all pages duly signed and stamped by me/us.
2. EMD demand draft of Rs. 22500/- D. D. No. _____

Dated _____ Bank Name _____ payable at Mumbai.

3. Bidder should also submit Document confirming –

- G. The Manufacturer/Supplier should be in existence continuously for at least last two years (2015 – 16 & 2016 – 17)
- H. The Manufacturer Supplier should be situated within the territorial boundary of the India.
- I. The Manufacturer/Supplier should have requisite GSTIN, PAN No. and Copies of supporting documents to be submitted by them along with the Bid.
- J. Bidding firm should have turnover of Rs. 50.00 Lacs in any one of the last 2 financial years. The bidder must submit copy of Income Tax Return for F.Y. 2015-16 & 2016-17 & along with Balance Sheet with Profit and Loss statements of the two financial years in support thereof. The Agency should not be blacklisted form any Ministry/Department of Govt. of India.
- K. In case of authorized distributor/dealer of the manufacture letter of authorization on the company letter head from the manufacturer should be enclosed.
- L. In order to comply with terms of machine uptime under technical specifications the manufacturer should have a registered service center in the state of Maharashtra.

Bidder must sign and stamp all pages of document mentioned above.

2-Envelopes marked with “Part-B-Financial -Bid”

Financial Bid should be on duly filled online and a hard copy of the same to be sent in the envelope Super-scribe “**Part-B-Financial –Bid**’

3. Both the sealed envelopes should put into an master envelope and sealed .The master envelope Shall be super-scribed “Technical and Financial Bids for the **supply of Bakery & Kitchen Equipment** with the date of submission. The Bottom Left corner of the master Cover should carry the full name, address, telephone nos., e-mail ID and name of contact Person of the agency submitting the Proposal. The outer envelope containing the sealed Technical and Financial Bids should be addressed to:-

Principal, Institute of Hotel Management, V. S. Marg, Mumbai - 400028

8.3 Tender received late on account of any reason will not be considered.

8.4 Telegraphic/ Fax quotation will not be entertained.

9. DATE, TIME AND VENUE OF OPENING OF TENDER

9.1 Tender will be opened by the Principal Institute of Hotel Management, Mumbai or an Officer authorized by him, in that presence of the committee duly constituted for this purpose.

9.2 Technical bid (PACKET A) will be opened at 15.00 Hrs. on 20.2.2018 at the above mentioned office.

9.3 Tenderers or their authorized representatives who may like to be present at the time of the opening of the tenders may be present at the above date and time specified.

9.4 The date and time of opening of price bid (PACKET B) will be advised to the tenderers who are eligible as per the technical bid. (PACKET A).

9.5 If the of receipt and opening of tender happens to be holiday the same will be received and opened on the next working day at the same hours.

10 Tenderer must submit -

- 10.1 The original copy of the tender document supplied by Institute of Hotel Management, Mumbai shall have to be submitted to the Institute's Office. The tender form is to be completed In Ink or typed without alteration or modifications and any additional information or other changes must be initialed by the person signing the Tender. Additional pages must be serially numbered.
- 10.2 The Tenderer may be disqualified if complete information as called for in the tender is not given or not fully furnished.
- 10.3 Any Tender containing vague and inadequate expressions will not be considered.
- 10.4 Tenderers are requested to furnish all technical data, descriptive literature, leaflets and supplementary descriptions, current specification etc. in English only. They may point out any features and advantages of the equipment offered by them.
- 10.5 No modification can be made in quotation, once it is submitted to the Institute of Hotel Management, Mumbai.
- 10.6 While tenders are under consideration, Tenderer and their representatives or other interested parties shall refrain from contacting by any means or by any persons or representatives the Institute of Hotel Management on matters relating to the quotations under study.
- 10.7 A submission of more than one tender by the same agency under different names is prohibited.
- 10.8 A **No Deviation certificate** as per the format given in the terms & Conditions must be submitted.
- 10.9 The tenderers must mention the names of all the partners or the Directors as the case may be and indicate the name of the person who holds the Power of Attorney authorizing him to conduct all transactions on behalf of the tenderer. The **Power of Attorney** must accompany the tender.

11. PRICE

- 11.1 Tenderer must quote separate prices for each item as instructed in the tender document..
- 11.2 All Tender prices should be on a fixed firm basis for delivery to destination.
- 11.3 The quoted price should be inclusive of all taxes, transportation cost, transit insurance charges, fitting, fixing, commissioning & installation charges etc.**
- 11.4 Prices must be stated separately for each Item in the amount column in the Financial Bid Part-B of the tender document.
- 11.5 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 worlds shall prevail.
- 11.6 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.

12. AWARD OF CONTRACT

- 12.1 Institute of Hotel Management, Mumbai will place order to a single agency on the basis of total amount quoted for tender.**
- 12.2 The acceptance of the tender will rest with IHM, Mumbai who does not bind itself to accept the lowest one and reserve the right to accept or reject any or all tenders without assigning any reasons whatsoever.
- 12.3 The successful tender will have to execute an agreement within a period of **fifteen days** of receipt of the offer letter and deposit the security deposit amount.
- 12.4 Institute of Hotel Management, Mumbai reserves the right at the time of award of contract to increase / decrease the quantity specified for any Item without changing any tender unit price or decrease / increase the supply time.
- 12.5 Any revision and amendments shall be made by written supplement to the contract.

13. REPLACEMENT

- 13.1 Articles not approved during inspection after commissioning of equipment will have to be replaced by the contractor at his own cost
- 13.2 The decision of IHM, Mumbai whether the articles conform to the specifications shall be final and binding on the contractor.

14. DELIVERY

- 14.1 Complete delivery, installation, testing and commissioning of each item at the destination within **60 days** from the date of receipt of the letter of accepting the tender.
- 14.2 The tenderer shall deliver the equipment at the destination as specified by the Institute of Hotel Management, Mumbai in the tender document. He will also be required to supervise the final assembly of equipment at the site and give working test as well as after sales Service provided in the tender.
- 14.3 Destination: Institute of Hotel Management, V.S. Marg, Dadar West, Mumbai 400 028 India.

15. INSURANCE

- 15.1 In case of damage or loss in transit up to destination it shall be the responsibility of the tenderer to Initiate and pursue the claim with Insurance Company.
- 15.2 The tenderer shall take immediate steps to replace the damaged equipment / parts.

16. SPARE PARTS

The tenderer should ready to made available all spare parts during the guarantee period

17. PACKING AND MARKING

- 17.1 All Items ordered should be processed and packed suitable for safe delivery at destination as per commercial practice.
- 17.2 The contractor shall Insert In each case a packing list fully Item wise to show the case numbers, contents, gross and net weight and cubic measurements. One copy of the packing list should accompany the dispatch documents sent to consignee.

18. QUALITIES

- 18.1 All materials used for the production of the equipment to be supplied shall conform to the relevant Specification mentioned in the supply order.
- 18.2 The design and workmanship shall be of superior quality and in accordance with modern practices.
- 18.3 All similar component parts of similar equipment shall be interchangeable with one another.
- 18.4 Anywhere if not already specified, the materials used should be as per relevant ISI or equivalent international standard where ISI is not available.
- 18.5 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 IHM, Mumbai. This explanation shall be binding upon the contractor and 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.

19. GUARANTEE

- 19.1 All the materials / equipment / work shall be governed by guarantee of **twelve month** starting from the date of commissioning of work or guarantee as per ISI or Guarantee or guarantee given by the company whichever is higher against any manufacturing defects, design or workmanship.
- 19.2 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.
- 19.3 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.
- 19.4 The guarantee period for the replaced parts or repaired work should be same as above.
- 19.5 The guarantee period shall be extended by length of time required to make any adjustments changes or repairs necessary to fulfill the guarantee.
- 19.6 During guaranty period, if the complaint is not attended **within 48 hours** of complaint a **penalty of Rs. 500/- per day** may be charged.

20. TITLE

- 20.1 Both legal and equitable title to the material and equipment covered by the contract shall pass on to Institute of Hotel Management, Mumbai.

21. PENALTY

- 21.1 Each item shall be delivered not later than the date specified in contract.
- 21.2 If the Tenderer fails to deliver any item by the date specified in contract, must intimate the institute. The institute may charge a sum equivalent to **1%** of the total price for each week of delay or part thereof.
- 21.3 Delay in excess of **2 weeks** is sufficient cause for **termination** of contract and **forfeiture of security deposit**.
- 21.4 Any extra expenditure Incurred for getting work done from open market due to' failure of the Contractor to complete the job within the scheduled time will be recovered from the Contractor.
- 21.5 Institute of Hotel Management, Mumbai reserves the right to deduct any amount from the bills as may be considered reasonable for unsatisfactory of the work. The decision of the Principal, Institute of Hotel Management, Mumbai will be final in this regard.

22. PAYMENT TERMS

- 22.1 No advance payment will be made.
- 22.2 Full payment after successful installation and commissioning as per terms and conditions decided by I.H.M., Mumbai.
- 22.3 Security Amount will be released after the guarantee period or the Tender has to provide a Bank Guarantee of Performance form a National Bank of a sum equivalent to **10%** of the quoted amount for a period of one year.
- 22.4 Income tax under IT rule shall be deducted at source.

23. SUPERVISION DURING ASSEMBLY, ERECTION AT SITE AND SUPPORT AFTER SALES SERVICE

- 23.1 As the rates mentioned in the schedule to the tender are for Institute of Hotel Management, Mumbai, the contractor will supply, install, test, and commission the equipment free at the specified places.
- 23.2 The Tenderer shall depute his representative to supervise the transportation, unloading, erection or assembly of equipment at the specified places.

- 23.3 This erection supervisor shall be fully responsible for the assembly of the equipment and give test certificate before handing over the equipment.
- 23.4 The Equipment would be inspected by I.H.M., Mumbai during fabrication in the factory and after commissioning and receiving test certificate from the contractor.
- 23.5 The services of the erection supervision shall be provided free of all charge.
- 23.6 I.H.M., Mumbai is not bound to provide any storage facility to the contractor at the time of assembly and installation of the equipment.
- 23.7 The contractor shall bear all incidental charges for the storage and safe custody of materials at the site at his own responsibility.
- 23.8 On completion of work, the contractor shall clear away and remove from the all tools, machinery, surplus materials, and rubbish, leave the whole site clean and undamaged to the satisfaction of I.H.M., Mumbai at his own cost.

24. LIABILITY OF INDEMNITY

- 24.1 The Contractor shall indemnify I.H.M., Mumbai and not hold against for any expenses arising from injury or damage to person or property as aforesaid, for any claim made in respect of injury or damage under any acts of any legislature or otherwise and also in case of any award of compensation or damages consequent upon such claim.
- 24.2 The Contractor shall reinstate all damages of every sort mentioned in this clause so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property of third party.
- 24.3 The contractor shall be responsible for and shall pay the expenses of providing medical aid to any workmen who may suffer a bodily injury as a result of an accident. If such expenses are incurred by IHM, Mumbai the same shall be recoverable from the Contractor forthwith and be deducted from any amount due or that may become due to the contractor. The contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of the person employed on the site.
- 24.4 The contractor shall take adequate insurance cover for his equipment, material, installation, and personnel for transport, storage, installation, testing and commissioning, till the completion of the project and indemnify I.H.M., Mumbai against any claims or liabilities that may arise due to any cause whatsoever. The indemnification shall cover but not be limited to accidents, injuries, loss, theft, etc. of items, properties, and human beings.

25. TRAINING

- 25.1 One set of detailed operation, maintenance and repairs manuals in English language shall be supplied with the equipment free of cost e.g. system Manuals, User Manuals, reference Guide with function description of various modules, operations, programming and maintenance.
- 25.2 Free detailed training schedule for staff for systems operation must be given thoroughly to the officer where ever felt needed.

26. JURISDICTION -

In case of any dispute arising out of the terms of this tender or otherwise court at Mumbai will have exclusive jurisdiction.

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: _____

Authorised Signatory

Name:

Designation:

Note No.1: This certificate must be signed and invariable be enclosed the terms & conditions to be submitted with **Technical Bid -Part A**.

DECLARATION

I/We hereby declare that, I/We have carefully gone through the terms and conditions of the tender notice invited vide no. ____dated _____in detail and agree to abide by them.

Thanking you.

Yours faithfully,

Signature of the tender _____

Full Name _____(In capital letters)

Contact No. (o)_____ (m)_____ (r)_____

Capacity in which the tender has signed _____

Address:

Seal of the Company / Firm

MODEL FORM OF BANK GUARANTEE BOND FOR SUBMISSION OF “SECURITY DEPOSIT”

To:

Institute of Hotel Management Catering Technology and Applied Nutrition
Veer Savarkar Marg
Dadar West -400028

GUARANTEE BOND

In consideration of the Institute of Hotel management ,Mumbai having agreed to exempt -----
----- (hereinafter called “the said Contractor(s)”) from the demand under the terms and conditions of
an Agreement dated ----- made between -----and ----- for -----
----- (hereinafter called "the said Agreement"), of security deposit for due fulfilment by
the said Contractor (s) of the terms and conditions contained in the said Agreement on production of
a bank Guarantee for Rs ----- (Rupees -----
only) we ----- (Indicate the name of the bank) (Hereinafter referred to as
"the Bank") at the request of -----contractor(s) do hereby undertake to
pay to the Institute of Hotel management ,Mumbai an amount not exceeding Rs. ----- against
any loss or damage caused to or suffered or would be caused to or suffered by the Institute of Hotel
management ,Mumbai by reason of any breach by the said contractor(s) of any of the terms or
conditions contained in the said agreement.

2. We ----- do here by undertake to pay the amounts due and
(Indicate the name of the bank) payable under this Guarantee without any demur, merely on a
demand from the Institute of Hotel management ,Mumbai stating that the amount claimed is due by
way of loss or damages caused to or would be caused to or suffered by the Institute of Hotel
management ,Mumbai by reason of any breach by the said Contractor(s) of any of the terms or
conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the
said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due
and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be
restricted to an amount not exceeding Rs -----.

3. We undertake to pay to the Institute of Hotel management ,Mumbai any money so demanded
notwithstanding any dispute or disputes raised by the Contractor(s)/Supplier(s) in any suit or
proceeding pending before any Court or tribunal relating thereto our liability under this present
being absolute and unequivocal. The payment so made by us under this Bond shall be a valid
discharge of our liability for payment thereunder and the Contractor(s)/ Supplier(s) shall have no
claim against us for making such payment.

4. We ----- further agree that the Guarantee herein (Indicate the
name of the bank) contained shall remain in full force and effect during the period that would be
taken for the performance of the said Agreement and that it shall continue to be enforceable till all
the dues of the Institute of Hotel Management under or by virtue of the said Agreement have been
fully paid and its claims satisfied or discharged or till -----
(Office/Department Institute of Hotel Management ----- certifies that the
terms and conditions of the said Agreement has been fully and properly carried out by the said
Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this
guarantee is made on us in writing on or before the ----- we shall be discharged
from all liability under this Guarantee thereafter.

5. We ----- further agree with the Institute of Hotel Management (Indicate the name of the bank) that the Institute of Hotel Management shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Institute of Hotel Management against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Institute of Hotel Management or any indulgence by the Institute of Hotel Management to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/ Supplier(s).

7. We -----lastly undertake not to revoke this Guarantee (Indicate the name of bank) during its currency except with the previous consent of the Institute of Hotel Management in writing. Date the ----- day of ----- 20-- For -----
--- (Indicate the name of Bank)