

**DEPT. OF RURAL CRAFT AND ENGINEERING**

**NOTICE FOR INVITING SHORT TENDER**

**Tender. No-MGIRI/RC&E/CRS/09/2016-17**

**Date: 30/12/2016**

**Last date of receipt of tender: 06/01/2017**

**TheHitavada**

NAGPUR ■ Friday ■ December 30 ■ 2016

**MGIRI** MAHATMA GANDHI INSTITUTE FOR  
RURAL INDUSTRIALIZATION (MGIRI)  
(A National institute under the Ministry of MSME, Govt. Of India)  
Maganwadi, Wardha - 442001, Maharashtra.  
Phone-07152-253512, Fax-07152-240328, Website: www.mgiri.org

**SHORT TENDER NOTICE**  
(T.No. MGIRI/RC&E/CRS/09/2016-17)  
Tender No. MGIRI/RC&E/CRS/09/2016-17

Item 1: Sennheiser Mic MK 8.  
Item 2: Steinberg Sound card UR 242.  
Item 3: Camcon Multicom-3 phone in unit.  
The interested party can apply for this tender for Item 1, 2 & 3.  
Last date of submitting the tender, 06/01/2017 by 3.00 pm.  
For details visit [www.mgiri.org](http://www.mgiri.org)

**दैनिक भास्कर, नागपुर, शुक्रवार 30 दिसंबर, 2016**

**MGIRI** महात्मा गांधी ग्रामीण औद्योगीकरण संस्थान (एमगिरि)  
(सूक्ष्म लघु और मध्यम उद्यम मंत्रालय, भारत सरकार अंतर्गत एक राष्ट्रीय संस्थान)  
मगनवाडी, वर्धा-442001, महाराष्ट्र  
दूरभाष क्र. 07152-253512, फ़ैक्स क्र. 07152-240328 वेबसाइट: [www.mgiri.org](http://www.mgiri.org)

**लघु निविदा सूचना**

निविदा संख्या: MGIRI/RC&E/CRS/09/2016-17  
निविदा संख्या: MGIRI/RC&E/CRS/09/2016-17

आइटम 1: साइनहाईजर माइक एमके 8  
आइटम 2: स्टेइनबर्ग साउंड कार्ड यूआर 242  
आइटम 3: कैमकॉन मल्टीकॉम-3 फोन इन यूनिट

आइटम 1, 2 और 3 के लिए इस निविदा के लिए इच्छुक पार्टी आवेदन कर सकती हैं।  
निविदा प्रस्तुत करने की अंतिम तिथि 06/01/2017 को शाम 3:00 बजे तक।  
अधिक जानकारी के लिए [www.mgiri.org](http://www.mgiri.org) पर विजिट करें।

## TENDER ENQUIRY IN TWO BID SYSTEM

Sealed tenders are invited in covers as follows for items as per the attached Specifications

The tenders are invited for the following items,

### Item I:- Mic

Sr. No	Model No	Description	Qty
01	MK8	Multi pattern studio recording microphone – Sennheiser	02
02	MKS4	ELASTIC SUSPENSION	01
03	MKW	WINDSCREEN	01
04		Microphone stand	01

### Item II:- Sound Card

Sr. No.	Description	Model No	Quantity
1	Steinberg USB Sound Card	UR242	2

### Item III:- Multicom - 3

Sr. No.	Description	Quantity
1	Multicom -3, input 3, output 1, comcon make	1

**Pre Qualification Criteria:** Registered Manufacturers/Agencies/Dealers who can supply above items in good quality are eligible to quote.

#### 1. Technical Bid:

- Technical Specifications with terms and conditions of supply, deviation sheet and un-priced Copy of bid in **DUPLICATE** and EMD (Earnest Money Deposit) and tender Document fee in one sealed cover duly super scribed 'Technical Bid'.

#### 2. Price Bid:

- Price alone in both figures and words, in the other sealed cover duly super scribed 'Price Bid'.
- Each cover must be clearly marked with Title, Item Number and Date of the tender enquiry and last date of receipt of tender.
- Tenderer shall clearly certify that the items quoted strictly conform to the specifications, deviations if any, should be clearly indicated on a separate deviation sheet.

- Tenders shall be accompanied by Earnest Money Deposit of Rs.5,000/- (Rupees Five Thousand Only) and tender document fee of Rs. 500/- (Rupees Five Hundred only) separately in the form of crossed demand draft drawn in favour of 'Director MGIRI, Wardha. Payable at Wardha.
- Tender not accompanied by Earnest Money Deposit and tender document fee are liable to be rejected.
- Tender document is not available in the MGIRI office. The tenderer has to download the tender form as attached with this advertisement from the institute website.

**The offer should be valid for a minimum period of three months.**

MGIRI reserves the right to accept or reject any or all tenders and also the right to place orders for full or part quantities or distribute amongst various bidders without assigning any reason whatsoever.

In case you are not in a position to make a suitable offer please return the enclosures.

Tenders to be addressed to:

The Director  
MGIRI, Maganwadi  
WARDHA-442001  
Maharashtra  
Phone No: +91-7152-253512/3  
Fax No: +91-7152-240328

Enclosures:

1. Scope of Supply & Technical Specifications as Annexure - I
2. General Purchase Conditions of MGIRI as Annexure - II
3. Check List as Annexure – III

## **Scope of supply and Technical specifications**

### **As details of items mentioned above**

#### **Terms & Conditions**

- Institute reserves all rights regarding cancellation / omitting of items (s) of the tender at any stage of tendering process without assigning any reasons.
- The cost of the items shall be inclusive of all the taxes.
- The decision of the Purchase Committee will be final if any dispute arises during Opening or finalization of the quotations.
- Cost involved in the commissioning of the items would be borne by the party.
- Tender should be in two bids
  - Technical bid includes: Form I / Manual / Leaflets / catalogues with product specification and CST / VAT certificates / Existing Customer list / terms and conditions etc.
  - Financial bid includes: Form II / prices / quotation of item/item-wise price for the items mentioned in the technical bid.
- Supply & commissioning period shall be two weeks from the date of purchase Order

# **Mahatma Gandhi Institute for Rural Industrialization**

(A National Institute under the Ministry of Micro, Small and Medium Enterprises, Govt. of India)

## GENERAL PURCHASE CONDITIONS

### **1. Definition**

- 1.1. The Buyer means MGIRI, an Institute in India and having its registered office at Mahatma Gandhi Institute for Rural Industrialization, Maganwadi, and Wardha
- 1.2. 'Supplier' means the tenderer whose tender has been accepted and shall include his, its / their heirs, executors, administrators or successors and permitted agents as the case may be.
- 1.3. 'Purchase Order' means the letter of memorandum, communicating to the supplier, the acceptance of his tender and includes an advance acceptance of his tender.
- 1.4. 'Consignee' means where the stores are required by the purchase order to be dispatched by rail, road, air or steamer, the person specified in the Purchase Order to whom they are to be delivered at the destination, where the stores are required by the Purchase Order to be delivered to a person as an interim consignee for the purpose of dispatch to another person, such other person and in any other case the person to whom the stores are required by the Purchase Order to be delivered in the manner specified therein.
- 1.5. 'Inspectors': Inspectors deputed by BUYER.

### **2. Terms & Expressions**

Terms & expressions not herein defined shall have the same meanings as assigned to them in the Indian Sales of Goods Act, 1930, Indian Contract Act, 1872 and General Clause Act, 1897.

### **3. Prices**

Prices accepted by the BUYER shall be considered as firm and not subject to escalation due to any variations in the prices of materials, labour and/or any other reasons Whosoever which may occur while the order is being carried out.

### **4. Payment Terms**

Unless otherwise agreed upon between the parties, payment for delivery of the stores will be made on submission of bills in accordance with instruction given in the purchase order by a cheque or demand draft in accordance with the following procedure.

- 4.1. 90% of the price of the equipment / material shall be paid on proof of dispatch to the consignee through bank or delivery to an interim consignee, if any, and on production of Inspection Note issued by the Inspector, Maker's Test Certificate, the number and date of the Railway receipt, postal receipt, bill of lading or consignment note under which the goods charged for in the bill are dispatched by rail, post, sea or air respectively and the number and date of the letter with which such railway receipt, post receipt, bill of lading shall also be attached to the bill and in the case of stores dispatched by post, the postal receipt shall be attached in original to the bill. The bank charges shall be borne by the supplier.

4.2. Balance 10% of price of equipment/material shall be released within 30 days after expiry of the warranty period as per Clause No. 17.

4.3 EMD would be refunded to the successful bidder on receipt of performance Security.

The earnest money and security money shall bear no interest.

All other terms & Conditions shall be as per General Purchase Conditions of MGIRI.

#### **5. Insurance to be arranged by Supplier as a part of the Quotation.**

#### **6. Inspection, Checking, Testing**

The stores covered by the Purchase Order shall be subject to preliminary inspection and testing at any time prior to shipment and/or dispatch and final inspection within a reasonable time after arrival at the place of delivery. The Inspector shall have the right to carry out the inspection and testing which include raw materials at manufacturer's work and at the time of actual dispatch before and after completion of packing.

The supplier shall inform the BUYER at least 21 days in advance of the exact place, date and time of rendering the stores for required inspection, provide free access to Inspectors during normal working hours at supplier's or his/its sub-supplier's works and places at their disposal, internal test reports, material/component test certificates, approved drawings and all useful means of performing, checking, marking, testing, inspection and final stamping at his own expenses. Stores offered without internal testing shall be treated as a lapse on the part of supplier. If, after receiving inspection call from the supplier/manufacturer the inspector on reaching the works finds that the equipment/materials offered for inspection is not fully ready or fails to meet vital requirements, it will be deemed to be a fake inspection call. Issue of a fake inspection call shall be treated as a serious lapse on the part of the supplier.

In the event of rejection of stores due to defective workmanship/material/design or fake inspection call, the stores would be offered for re-inspection at the earliest. The BUYER shall have the right to deduct the cost of re-inspection from the supplier's invoices.

Even if inspections and tests are fully carried out, supplier shall not be absolved to any degree from their responsibilities to ensure that stores supplied, comply strictly with requirements, of the purchase order at the time of delivery, inspection on arrival at site, after its erection or start-up and guarantee period.

In any case, the stores must be strictly in accordance with the Purchase order failing which the BUYER shall have the right to reject goods and hold the supplier liable for non-performance of contract.

#### **7. Maker's Test Certificate:**

Maker's Test Certificate shall be supplied by the supplier at the time of inspection. Failure to comply may cause delay in the issue of certificate of inspection and consequent delay in delivery and payment.

#### **8. Packing, Marking and Painting :**

A. The stores shall be dispatched by the supplier adequately packed in appropriate

Packing which should be suitable for sea and inland carriage and ensure complete safety of goods from any kind of damage in transport both on sea and land and all equipment should be properly lubricated.

B. Each package shall contain packing list in English. Each packing shall bear the following marking in English, in indelible paint:

- (i) Address of the Ultimate Consignee
- (ii) Address of the Interim Consignee, if any
- (iii) Name of Railway Station for ultimate and interim consignee,
- (iv) Supplier's name
- (v) Name of Equipment
- (vi) Railway Station from where dispatched
- (vii) Purchase Order No. & Date
- (viii) Package Number
- (ix) Gross Weight in Kg
- (x) Net Weight in Kg.
- (xi) Outer Dimension in Cms.
- (xii) TOP 'Do NOT TURN OVER' 'HANDLE WITH CARE' etc.

The package shall indicate the centre of gravity with a red vertical line, wherever required, together with marking for slings.

The package which cannot be so marked shall have metal tags with the above marking on them.

As far as possible, size of packing's shall remain within the permissible limit allowed by the Indian Railways. If this is not possible, timely information will be given and necessary over dimension sanction obtained.

#### **09. Dispatch Instructions:**

Dispatches of stores will be arranged by Public Tariff rates. In case of FOR Station of Dispatch stores shall be booked at full wagon rates whenever available and by the most economical route or by most economical tariff available. Failure to do so will render the supplier liable for any avoidable expenditure caused to the BUYER.

#### **10. Assembly, after sales service and training:**

IF required by the BUYER the supplier shall be fully responsible for the assembly of the equipment at destination site and completeness of the machinery from the angle of its end use.

The supplier shall provide necessary "After Sales Service" and also impart training to the Consignee's staff in the operation and maintenance of the equipment free of cost to the satisfaction of the consignee. Furthermore, all tools and plants particularly heavy cranes, which are generally used as well as semi-skilled and unskilled labour for the assembly of such machinery will be provided by the BUYER free of cost to the supplier with consumable stores, like fuel, oil, lubricants, battery acids, cotton waste, grease etc., free of cost for the purpose of starting the machines, testing and putting them into good working order.

#### **11. Respect of Delivery Date:**

The time and delivery date as agreed to between the BUYER and Supplier shall be the essence of the contract. No variation shall be permitted, except with prior authorization in writing from the Buyer. Goods should be delivered securely packed and in good order and conditions at the place and within the time specified for their delivery.

#### **12. Penalty for late deliveries:**

The time and date of delivery of stores, materials, equipment as agreed to shall be

deemed to be the essence of the contract. In case of delay in execution of the order beyond the date of delivery as agreed to for any reason, the BUYER shall recover from the supplier as penalty a sum equivalent to 0.5% of the value of the entire contract for every week of delay or part thereof limited to an aggregate of 5%.

### **13. Risk Purchase on Default**

In case of default on the part of the supplier to supply all the stores or part thereof covered by the contract upto the standard/specifications within the contractual delivery period stipulated in the contract, the BUYER shall have the right to purchase such stores or other of similar description at the risk and cost of the supplier. However, supplier shall be liable to pay penalty under clause 13 above for resultant delay.

### **14. Delay due to force majeure**

If any time during the continuance of the contract the performance in whole or part by either party on any obligation under the contract shall be prevented or delayed by reason of any war, hostility, explosions, epidemics, quarantine restrictions, or other acts of God, then provided, notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall be reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the Director, MGIRI, WARDHA as to whether the deliveries so resumed shall be final and binding on both the parties. In case Force Majeure Condition persists for a period exceeding sixty (60) days, either party may at its option terminate the contract.

BUYER shall be at liberty to take over from the supplier at a price to be fixed by the Director, MGIRI, WARDHA which shall be the final, all unused, undamaged and acceptable material, bought out components and stores in course of manufacture in the possession of the supplier at the time of such termination or portion thereof as the BUYER may deem fit.

### **15. Rejection, Removal of Rejected Goods and Replacement**

In case the testing and inspection at any stage by inspectors reveal that the equipment, material and workmanship do not comply with the specifications and requirements, the same shall be removed by the Supplier at his/its own expenses and risk within the time allowed by the BUYER.

The BUYER shall be at liberty to dispose of such rejected goods in such manner as he may think appropriate, in the event the supplier fails to remove the rejected goods within the period as aforesaid. All expenses incurred by the BUYER for such disposal shall be to the account of the supplier.

The freight paid by the BUYER, if any, on the inward journey of the rejected material shall be reimbursed by the supplier to the BUYER before the rejected materials are removed by the Supplier. The supplier will have to proceed with the replacement of that equipment or part of equipment without claiming any extra payment if so required by the BUYER. The time taken for replacement in such event will not be added to the contractual delivery period.

### **16. Warranty**

The supplier shall warrant that every material/plant, machinery and equipment to be supplied be new and free from all defects and faults in design, material, workmanship and manufacture and shall be of the highest quality.

The items should be consistent with the established, recognised or stipulated standards for material of the type usually used for the purpose and in full conformity with the



specifications and drawings or samples, if any. Equipment offered must be capable, during operation, of withstanding extreme dusty, wet, humid and sultry conditions. The warranty shall continue notwithstanding inspection, payment, acceptance of tendered equipment and shall expire except in respect of complaints notified to supplier prior to such date within 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier.

### **17. Performance Guarantee**

The supplier shall guarantee that any/all material used in execution of the Purchase Order shall be in strict compliance with characteristics requirements and specifications agreed upon and that same shall be free from any defects.

The supplier shall guarantee that all material and equipment shall be repaired or replaced as the case may be at his own expense in case the same have been found to be defective in respect of material, workmanship or smooth and rated operation within a period of 12 months after the same has been put in service or 18 months from the date of dispatch of last consignment, whichever is earlier.

The guarantee period for the replacement parts shall be 12 months starting from the date on which the replacement parts are commissioned. Acceptance by the BUYER or his inspectors of any equipment and materials or their replacement will not relieve the supplier of his/its responsibility concerning the above guarantee.

### **18. Indemnity**

The supplier shall at all times indemnify the BUYER against all claims which may be made in respect of stores for infringement of any right protected by patent, registration of design or trade mark. Provided always that in the event of any claim in respect of alleged breach of patent, registered designs or trade mark being made against the BUYER, the BUYER shall notify the supplier of the same and the supplier shall at his own expense either settle any such dispute or conduct any litigation that may arise there from.

The supplier shall not be liable for payment of any royalty, license fee or other expenses in respect of or for making of patents or designs with respect to which he is, according to the terms of the contract, to be treated as an agent of the Government for the purpose of making use of the patent or trade mark of fulfillment of the contract.

### **19. Spare Parts**

The supplier shall furnish itemized and priced list of spare parts required for two years normal operation of the equipment along with the quotation

### **20. Drawings**

The supplier shall furnish the general arrangements and dimensional drawings in three sets within four weeks from date of placement of order.

### **21. Literature of Equipment**

Following literature and documents for the equipment shall be supplied in five copies each free of cost along with the equipment,

- (a) Operator's instructions
- (b) Service Manual
- (c) Illustrated and detailed parts catalogues
- (d) Specifications
- (e) A list of service tools required for routine servicing of the equipment.

### **22. Arbitration**

Except where otherwise provided for in the contract all questions and disputes relating to

the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other questions, claim, right matter or thing whatsoever if any, arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or any contradictions or otherwise concerning the purchase order or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Director (accepting authority) of MGIRI and if the Director is unable or unwilling to act to the sole arbitration some other person shall be appointed by the Director willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of MGIRI. And that he had to deal with matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in disputes or difference.

The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Director as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as an arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Director as aforesaid should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all.

Cases where the amount of award in claim is Rs. 10,000/- (Rupees Ten thousand only) and above, the arbitrator shall give reasons for the award.

Subject as aforesaid the provisions of the arbitration act 1940 or any statutory modification or re-enactment thereof and the rules made there under and for time being in force shall apply to the arbitration proceedings under this clause.

It is a term of the contract that the party invoking arbitration shall specify the disputes or dispute to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator may from time to time with consent of the parties enlarge the time, for making and publishing the award.

The work under the contract shall, if reasonably possible continue during the arbitration proceedings.

The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The arbitrator shall give a separate award in respect of each disputes or difference referred to him.

The avenue of arbitration shall be such place as maybe fixed by the Arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding on all parties to the contract.

### **23. Court Jurisdiction**

Disputes of any nature that may arise in connection with the execution of the contract shall be subjected to the jurisdiction of courts situated in Wardha only.

## Annexure III

### Check List

1. Provide relevant details:

1. Technical Bid
2. Financial Bid
3. EMD
4. Tender form fee

2. List of standard & optional / extra / special accessories with price.

3. Warranty and guaranty

4. Details of after sales / service support

5. Expected date of delivery.

6. Door delivery

7. Taxes and copy of registration certificates must be furnished.

8. Discounts.

9. Transportation, packaging, freight charges (Inclusive)

10. Commissioning/Installation

11. Transit insurance (Inclusive)

12. Any other information if necessary.

- Last date of submission of tender at MGIRI reception office is on or before  
**06/01/17 by 3.00 pm and opening at 3.30pm.**

**FORM I: GENERAL DETAILS OF THE SUPPLIER**

S. No.	Aspects	Details		
1.	Name, address and contact Details:	Name :  Address :  Email address :  Phone no. :  Fax no. :		
2.	Regd. With			
	Regd. Details			
3.	PAN Details			
4.	Equipments for which you wish to quote	S. No.	Department	Equipment
		i.		
		ii.		
5.	EMD details			
6.	Institutions who are your clients (attach extra sheet if necessary)			
7.	Are you agreeable to supply under bill discounting scheme (Our bank is SBI, Main Branch , Wardha)			
8.	Any other details			

It is certified that above information and the documents enclosed are correct and if found to be false the tender could be cancelled.

Yours faithfully,  
 (Signature of Chief of Agency)  
 Name:  
 Designation:



## What should be super scribed in each of the 3 covers

Envelope I:

Technical Bid for “.....”	
	No Stamp
Name of the applicant: Address:	Submitted to Director, MGIRI, Maganwadi, Wardha – 442 001, Maharashtra

Envelope II :

Financial Bid for “.....”	
	No Stamp
Name of the applicant: Address:	Submitted to Director, MGIRI, Maganwadi, Wardha – 442 001, Maharashtra

Envelope III :

Title of the work “ .....

Tender No. ....

Name of the applicant:  
Address:

Submitted to  
Director, MGIRI, Maganwadi,  
Wardha – 442 001, Maharashtra

Note: Envelope I and Envelope II duly sealed, should be inserted in bigger Envelope III, which may also be sealed and submitted.

- Last date of submission of tender at MGIRI reception office is on or before 06/01/17 by 3.00 pm and opening at 3.30pm.

**Deputy Director  
RC&E, MGIRI  
Wardha**

**Director  
MGIRI**

Note: All the above items & specifications may be subjected to change during actual procurement.