

पुरी आई.टी.आई.

INSTITUTE OF INDUSTRIAL TRAINING

TENDER NUMBER : *Tender_Notice_FY21-22/1/1.20211001*

TENDER DOCUMENT (F.Y. 2021-22)

For

Supply & Commissioning of Trade (Courses) Related Items (detailed inside) for
Institute under

Puri Private ITI IMC Society, Reg. Number 122201925916



Skill India
कौशल भारत - कुशल भारत

Office of the Member Secretary of IMC

Puri Private Industrial Training Institute (I.T.I.)

G.E. Road Vasundhara Nagar (South), Bhilai-3, Dist. Durg 490021 CHHATTISGARH

E-mail ID- iesindia.net@gmail.com

Website: <https://www.puriiti.com/new/>

DOWNLOAD FORM : <https://www.puriiti.com/web/bhilai3/index.php>

Mandatory Declaration –

Secretary of IMC, Puri Private Industrial Training Institute (I.T.I.) G.E. Road Vasundhara Nagar (South), Bhilai-3, Dist. Durg 490021 CHHATTISGARH declares that “while preparation of this *tender_Notice_FY21-22/1/1.20211001* document, prior to its publication, the sanctity and confidentiality has been maintained at the highest possible degree.”

IMPORTANT ABBREVIATIONS

01	PBG	PERFORMANCE BANK GUARANTEE
02	QC	QUALITY CONTROL
03	IMC	PURI PVT. ITI IMC SOCIETY, BHILAI-3, ADDRESS- PURI PVT. ITI, G.E. ROAD, VASUNDHARA NAGAR(SOUTH), BHILAI-3, DISTT.-DURG, CHHATTISGARH, PIN-490021
04	EMD	EARNEST MONEY DEPOSIT
05	INR	INDIAN NATIONAL RUPEES
06	MRP	MAXIMUM RETAIL PRICE(INCLUSIVE OF ALL APPLICABLE TAXES AND FREIGHT)
07	SD	SECURITY DEPOSIT
08	FDR	FIXED DEPOSIT RECEIPT
09	BG	BANK GUARANTEE
10	CA	CHARTERED ACCOUNTANT
11.	ITI	PURI PVT. ITI OLD BHILAI, Distt- DURG, CHHATTISGARH. a STRIVE selected ITI, managed through IMC
12.	STRIVE	Skills Strengthening for Industrial Value Enhancement
13.	TCPC	Training Counseling and Placement Cell
14.	e-mail	iesindia.net@gmail.com
15.	Website	https://www.puriiti.com/web/bhilai3/index.php

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1. SHORT TITLES USED IN THE TENDER DOCUMENT

1.	Bidder	Bidder means either (1) Manufacturer or (2) Manufacturer's authorized dealer or (3) Authorized Supplier (4) Dealer's Authorized Local Person.
2.	Successful Bidder	Successful Bidder means the Bidder who becomes successful through the Tender process.
3.	Day	A day means a calendar day
4	Purchaser	Purchaser means the PURI PVT. ITI IMC SOCIETY, BHILAI-3, ADDRESS- PURI PVT. ITI, G.E. ROAD, VASUNDHARA NAGAR(SOUTH), BHILAI-3, DISTT.-DURG, CHHATTISGARH, PIN-490021 for whom the procurement is made through this Tender.
5.	IMC	Procurement Agency PURI PVT. ITI IMC SOCIETY, BHILAI-3, ADDRESS- PURI PVT. ITI, G.E. ROAD, VASUNDHARA NAGAR(SOUTH), BHILAI-3, DISTT.-DURG, CHHATTISGARH, PIN-490021.
6.	Commissioning	Commissioning means the Tools & Equipment would have to be switched on/assembled and the functioning has to be tested in the presence of the acceptance team.
7.	District	District- Durg, Chhattisgarh. PIN- 490021
8.	e-mail	iesindia.net@gmail.com
9.	Website	https://www.puriiti.com/web/bhilai3/index.php

2. IMPORTANT NOTE & TENDER NOTICE :

IMC invites Tender Number : **Tender_Notice_FY21-22/1/1.20211001** bids for supplying and commissioning of Tools & Equipment and Furniture for

- a. UPGRADATION OF EXISTING TRADE - "COMPUTER OPERATOR AND PROGRAMMING ASSISTANT" 02+02+00=04 Units
- b. NEW TRADE- "Driver cum Mechanic (LMV)" 01+01+00=02 Units

Along-with all related items for imparting training in Puri Pvt. ITI, Old Bhilai of state of Chhattisgarh.

All bids should be addressed to:

SECRETARY.

PURI PVT. ITI IMC SOCIETY, BHILAI-3,
ADDRESS- PURI PVT. ITI, G.E. ROAD,
VASUNDHARA NAGAR (SOUTH),
BHILAI-3, DISTT.-DURG, CHHATTISGARH, PIN-490021.

Bids received after the notified date and time shall be liable to reject at a glance.

The document can be downloaded from the website <https://www.puriiti.com/web/bhilai3/index.php> the parties are advised to study the document carefully. Submission of response to this Tender Document shall be deemed to have been done after careful study and examination of this document with full understanding of its implications.

Bidders must ensure that they submit all the required documents indicated in the Tender document without fail. Bids received without satisfactory/sufficient/mandated supporting documents for the various requirements mentioned in the tender document are liable to be rejected at the initial stage itself.

IMC reserves the right to accept or reject partial or whole/any or all the offers, without assigning any reasons.



(SATISH KUMAR PURI)

SECRETARY.

PURI PVT. ITI IMC SOCIETY, BHILAI-3,
ADDRESS- PURI PVT. ITI, G.E. ROAD,
VASUNDHARA NAGAR (SOUTH),
BHILAI-3, DISTT.-DURG, CHHATTISGARH, PIN-490021.

3. CHECKLIST FOR ENCLOSURES

ENVELOPE : A		YES or NO
1	Tender fee in the form of demand draft of Rs.5000/-	
2	EMD @ 3% of total estimated cost of Each bid (DD) Separately to be submitted .	
ENVELOPE : B		
1	Application form as per Annexure-I (Bid Form)	
2	Technical bid form as per Annexure-II(A) (Technical specification Sheet)	
3	Financial bid form as per Annexure-II(B) (Price Bid)	
4	Performance Bank Guarantee (PBG) Form as per Annexure-IV	
5.	Declaration for Not Black Listed as per Annexure-V	
6	Affidavit as per Annexure-VI	
7	Earnest Money deposit (EMD) Detail as per Annexure-VII	
8	Consignee Received & Acceptance Certificate (CRAC) as per Annexure-VIII	
9	Making Payment against Supply as per Annexure-IX	
10	List of Tools/Equipment/Furniture as per Annexure-X	
11	Pre-Contract Integrity Pact as per Annexure-XI	
12	Agreement of Supply as per Annexure-XII	
13	Company registration certificate .	
14	Company ISO certificate .	
15	Mandate form for electronic fund transfer/RTGS transfer (as per Annexure-XIII)	
16	GST registration certificate / return certificates for last two years	
17	Experience Certificate in Similar field Attach proof (Minimum 5 past Purchase Orders must be from same District)	
18	Service center / Registered office Certificate (must be situated in district Durg since min. 4 years)	
19	Income Tax returns for the last two years with PAN No. (Copies to be enclosed)	
20	Audited statement of accounts (P & L account and balance sheet) for the last two years (Copies to be enclosed)	
21	Annual Turnover (In this field) for last three years must be minimum 3 Crore.	
22	Certificate of Sole Manufacturer/authorized dealers of manufacturers/authorized supplier.	
23	Original catalogs, pamphlets/picture of the appliances offered. Documents in support to reveal capacity to provide service after sale	
ENVELOPE : C		
1	Financial bid with all cost included	

3A. Brief of Tender

1. LAST DATE FOR SUBMISSION OF TENDER DOCUMENT IS **30 OCTOBER 2021 UPTO 15:00 Hrs**
2. TENDER OPENING DATE IS **01 NOVEMBER 2021 UPTO 16:00 Hrs**
3. DEMAND DRAFT OF EMD SHALL BE ACCEPTED IN THE NAME OF **PURI PRIVATE ITI IMC SOCIETY .**
4. EARNEST MONEY DEPOSITE DESCRIPTION FOR DIFFERENT CATEGORY IS GIVEN BELOW .

S.NO.	CATEGORY	ITEM	ESTIMATED COST	EMD @3%
1	CATEGORY 01	COMPUTER,IFP ,VIDEO CONFRENCING SETUP	23,54,000	70620
2	CATEGORY 02	SMART CLASS SETUP	9,90,000	29700
2	CATEGORY 03	FURNITURE ,CHAIR	1,80,000	5400
3	CATEGORY 04	VEHICLE FOR DRIVER CUM MECHANIC TRADE	23,00,000	69000

5. TENDER FORM SHOULD BE OBTAINED BY DOWNLOADING FROM THE WEB SITE OF THE ITI, AS SPECIFIED IN PARA 2.
6. TENDER SHOULD BE SUBMITTED IN THREE ENVELOPE FOR EACH CATEGORY .
7. ENVELOP 'A' SHOULD CONTAIN TENDER FEE, ENVELOP 'B' SHOULD CONTAIN SUPPORTING DOCUMENTS AND ENVELOP 'C' SHOULD CONTAIN COMMERCIAL/FINANCIAL BID WRITTEN ON IT, AS APPLICABLE AS PER ABOVE CATEGORY/CATEGORIES .
8. DEMAND DRAFT SHOULD BE IN FAVOUR OF **PURI PRIVATE ITI IMC SOCIETY** .TENDERER HAS TO SUBMIT ONE TIME TENDER FEE FOR MORE THAN ONE CATEGORYAND SEPARATE EARNEST MONEY DEPOSITE FOR SEPARATE CATEGORY/CATEGORIES .

4. INTRODUCTION

ABOUT IMC

Puri Private ITI IMC Society, Reg. Number 122201925916 is an Institute Managing Committee, constituted with ingredients as per STRIVE (Skills Strengthening for Industrial Value Enhancement) an Scheme of government of India, and registered under SR Act which manages the STRIVE based training in Puri Private ITI, Bhilai-3, (Distt- Durg, Chhattisgarh) and also offers Industry Linked Training courses like COPA, Driver cum Mechanic (LMV), Smartphone Technician cum App Tester, Solar Technician (Electrical), through Puri Pvt. ITI in the state of Chhattisgarh. Goal of TCPC is to carve skilled manpower to meet the need of industries in the state of Chhattisgarh. Principal/ Secretary of IMC is committed to train the trainees with best possible facilities.

So it is our responsibility to procure the required Tools, Equipment, Machineries & Workshop Furniture for the best output.

ABOUT THIS TENDER DOCUMENT

Puri Pvt. ITI Old Bhilai is committed to provide Training facility as per DGT (Directorate General Of Training, New Delhi) norms to Trainees. To achieve the purpose we have to fulfill all required need of Tools, Equipment and Furniture Related items of our ITI for the year 2021-22. The Items will be procured in a transparent manner through competitive bidding process.

IMC invites Tenders through Competitive Bid for supply and commissioning of Trade (Course) Related Items (Tools, Equipment and furniture) as per the Technical Specifications given in this tender document for supply.

Tender Detail

TENDER NAME	TENDER AMOUNT (INR)
Tender_Notice_FY21-22/1/1.20211001	58,24,000 INR
TENDER FORM SHOULD BE OBTAINED BY DOWNLOADING FROM THE WEB SITE OF THE ITI, AS SPECIFIED IN PARA 2 https://www.puriiti.com/web/bhilai3/index.php	

5. SCHEDULE OF TENDER

1	Tender Notice No. & Date	<i>Tender_Notice_FY21-22/1/1.20211001</i>
2	Scope of Work	Agency for supplying and commissioning of Trade (Course) Related Tools, Equipment and furniture items.
3	Name of the tender issuer	SECRETARY, PURI PVT. IMC SOCIETY, BHILAI-3, ADDRESS- PURI PVT. ITI, G.E. ROAD, VASUNDHARA NAGAR(SOUTH), BHILAI-3, DISTT.-DURG, CHHATTISGARH, PIN-490021.
4	Date of issue of tender document	01 OCTOBER 2021
5	Last Date for submission of Bids	30 OCTOBER 2021 UPTO 15:00 Hrs
6	Date of Opening of Tech-commercial Bids	01 NOVEMBER 2021 UPTO 16:00 Hrs
7	Date of opening of Price Bid	To be informed later through e-mail and telephone (Bidder should furnish the mobile number and e-mail of one authorized representative)
8	Place of Submission & Opening of Bids	SECRETARY, PURI PVT. ITI IMC SOCIETY, BHILAI-3, ADDRESS- PURI PVT. ITI, G.E. ROAD, VASUNDHARA NAGAR(SOUTH), BHILAI-3, DISTT.-DURG, CHHATTISGARH, PIN-490021.
9	Address of Communication	SECRETARY, PURI PVT. ITI IMC SOCIETY, BHILAI-3, ADDRESS- PURI PVT. ITI, G.E. ROAD, VASUNDHARA NAGAR(SOUTH), BHILAI-3, DISTT.-DURG, CHHATTISGARH, PIN-490021.
10	Cost of Tender Document	INR 5,000/- (INR Five thousand only) to be paid one time irrespective of any number of bids to be submitted by the same Bidder, which will be non-refundable through demand draft from any Nationalized/Scheduled Bank in favour of PURI PVT. ITI IMC SOCIETY, payable at Bank of India branch Durg, and valid for 90 Days from it's placement at the IMC, prior to last date of submission or along with bid.
11	Earnest Money Deposit (EMD) in INR	As per Para '3A' (page -7) In form of Bank Draft/FDR/BG from nationalized/Scheduled Bank (valid for 90 days) in favour of PURI PVT. ITI IMC SOCIETY, 3% amount of tender value as per each category, payable at Bank of India branch Durg, and valid for 90 Days from it's placement at the IMC. Companies registered with MSME shall be exempted from the EMD only upon valid certificate .

6. ELIGIBILITY CRITERIA

The bidder should meet the following Eligibility Criteria and must submit documentary evidence in support of their claim for fulfilling the criteria and they should submit an undertaking on their letterheads to the fairness of these documents while submitting the bid the bids received without the documentary evidence will be rejected outright.

Sealed tender should reach **Puri Private Industrial Training Institute (I.T.I.) G.E. Road Vasundhara Nagar (South) ,Bhilai-3,Dist. Durg 490021** on or before **30 October 2021, up to 15:00 Hrs.**

- 1.0** Suppliers should send their tender documents through **Registered Post/Speed post only**. No other mode will be accepted.
- 1.1** The offers received through telex / tele fax / e-mail will not be accepted under any circumstances.
- 1.2** The ITI shall not be responsible for delay / loss or non-receipt of tenders by post.
- 1.3** No kind of correspondence shall be entertained after the submission of the tender, before its scheduled opening in the presence of the Stake Holders. No enquiry shall be made by the bidders during the course of evaluation of the tender till final decision is conveyed to the successful bidder. However, the IMC/Purchase Committee or its authorized representative can make any enquiry/seek clarification from the bidders. In such a situation, the agency shall extend full co-operation
- 1.4** The bid document may be downloaded from College Website. Using downloaded Tender Forms from College website must submit cost of tender document Rs. 5000/- (Rupees Five Thousand) in the form of demand draft drawn in favour of PURI PRIVATE ITI IMC SOCIETY payable at Durg, along with Technical Bid. The bid form downloaded through College website submitted without tender fees will not be accepted and shall stand "Rejected".
- 1.5** The earnest money @ 3% of the estimated cost of **Each Tender** must be submitted by the bidder along with the Tender in the form of DD drawn in favour of PURI PRIVATE ITI IMC SOCIETY payable at Durg.
- 1.6** The tender without EMD, Less EMD and document fee will summarily be rejected at a glance. If the bidder having exemption of EMD, he should enclose the copy of the certificate and produce original for verification on the date of opening of the tender.
- 1.7** The amount of EMD will be refunded in case of unsuccessful bidder on submission of application with money receipt in original soon after the final decision. In case of successful tenderer, it will be refunded on production of original receipt after completion of validity period of the agreement to be executed between the bidder and the college without any interest.
- 1.8** As per CG Govt Ministry of Finance & Planning Deptt. Mahanadi Bhavan Atal

Nagar Vide Letter No 243/वि/नि/चार/2013/नया रायपुर, दिनांक 05 जुलाई –2013, Every bidder must have signed the **Integrity Pact** as per Annexure-XI & enclosed along with pre-qualification bid.

- (a) Should indicate index for all the submitted documents for the tender form page no. to.....
- (b) Mentioning all particulars of Bidders viz Postal address, phone No., e-mail, name of the authorized person(s), etc. for correspondence.

Specific Clause to be implemented

1. (i) Technical Specification sheet confirming to the mandatory Specification in proforma Annexure II(A), with CD-Soft copy of the technical specification sheet MS Excel format.

(ii) **All relevant particulars, illustrative catalogue/brochures etc.** should be in original printed copy (Soft copy strictly not allowed) which should clearly indicate the products technical specifications. For the quoted items, is submitted along with Annexure II(A), any manipulation in catalogue/brochures should not be accepted.

(iii) **In case of authorized dealer valid manufacturer's authorization letter and appropriate documentary evidence of manufacture for being a manufacturing unit must be submitted.**

4.C. Commercial Bid (Price schedule) in prescribed format (i.e. Annexure-II (B)) should be submitted separately in **envelop** under sealed **envelop "C"** in **2 copy (Original and Duplicate with soft copy in CD-MS Excel format)**.

(XV) **The fact that the tenderer has filled and signed the form "A" will mean that the tenderer has completely accepted Terms & Conditions of the tender and that the tenderer agrees to abide by these Terms & Conditions of the tender. No deviation from Terms & Conditions of the tender will be accepted under any circumstances. The Terms & Conditions of the tender and clause usually printed on the parties tenders or bills will not be binding on this department.**

1. **All the above sealed envelopes A B & C should be kept in one master envelope separately, on the top of each sealed envelopes A, B and Master envelope bidder should clearly mention Tender No., Due Date with seal & sign of bidder.**
2. **Complete tender document must be duly signed, stamped, paged & indexed by the bidder. Unsigned or unpagged bids shall be straightway rejected.**
3. **Either (1) Manufacturer or (2) Manufacturer's authorized dealer or (3) Authorized Supplier can bid for subjected tender. Sequence of priority will be (1) Manufacturer (2) Manufacturer's authorized dealer (3) Authorized Supplier in evaluation of bid. For the quoted items. Appropriate documentary evidence for being a Manufacturer of their authorized dealer must be submitted necessary in the envelope "B" (in the Technical documents). In absence of above the bid will be treated non-responsive & likely may be rejected.**

- 4. The Financial bid of only technically short listed bidder would be opened in presence of the authorized representatives of the bidder.**
- 5. The Item for which the Specification/Technical Details submitted & found suitable. Should only be consider for Financial Evaluation.**
- 6. Before awarding the purchase order the bid should be accompanied by PERFORMANCE BANK GUARANTEE I.E. (i) 1 % of total Estimated Purchase Cost for Tender As a part of the bid, in the form of Bank Draft/FDR/BG of Nationalized Bank or Scheduled Bank. Bank Draft/FDR/BG should be in favour of Puri Pvt. ITI IMC Society payable at Durg at Bank of India. Earnest Money submitted in any other form will not be accepted and the tender will be rejected. Unsuccessful bidder's earnest money will be released/returned as promptly as possible.**
- 7. All quoted rates should be for new and unused items unless and otherwise specified so.**
- 8. The tender matter including prices should be typed neatly: corrections/overtyping in prices will not be accepted. However if correction/overtyping is there, it should be attested by the tenderer with signature, date and their seal. Hand written and Xerox tender will not be accepted.**
- 9. Tenderer should give all relevant particulars about every quoted item, such as manufacturer's name. Country of Manufacture and Specifications etc,. "Specifications as given in catalogue" quoted in tender by the tenderer will not be accepted. Full specification must be written in tender positively and should also be supported by technical literatures (Catalogue/Brochures should be in original printed copy). Purchase Committee's approval/decision will be final and binding.**
- 10. Vague expression such as "complete with standard accessories" or "as per your specification of the items and should mention clearly what item will be supplied under "accessories" with the Furniture/equipment/Machinery in price schedule enclosed as Annexure-II(B). Any ambiguity or vagueness in tender for item concerned will be liable for rejection.**
- 11. Catalogue/brochures must be clear. Specific and should reflect all the essential specifications of the products/items and it should be clearly indexed to reflect which item is related to which Catalogue/brochures, otherwise it will not be considered for comparison.**
- 12. The language for bid submission is English.**
- 13. All prices and other information in this regard having a bearing on the price shall be written both in figures and words in the prescribed offer form.**
- 14. No bid can be modified subsequent to the deadline for submission.**

- 15. The Bidders should note that Prices should not be indicated in the Technical documents/Catalogue/brochures and should be quoted only in the Price Bid. In case the prices are indicated in the Technical documents bid/Catalogue/brochures. Those particular bid/items will straight way rejected.**
- 16. EMD (Enclosure-Estimated cost (Annexure-VII)) shall be returned to unsuccessful bidder/s within 15 days after opening of Financial Bid and EMD (Enclosure-Estimated cost) of successful bidder will be returned after the commissioning of equipment .**
- 17. The Performance Bank Guarantee (PBG) as per ANNEXURE-IV has to be submitted in duration decided by IMC. All charges whatsoever such as premium: commission etc with respect to the Performance bank guarantee shall be borne by the selected Bidder.**
- 18. The Performance Bank Guarantee shall be valid up to 60 days after the date of completion of performance obligations including warranty obligations. PBG will be valid for 2 Years (Warranty obligations). (Total period is 2 years+60 days)**

1.9 The Earnest money will be forfeited when: -

- i. bidder withdraws or modifies the offer after opening of tender but before the acceptance of tender.**
- ii. bidder does not execute the agreement if any, prescribed within the specified time,**
- iii. in case, the tools/instrument/equipment supplied is found defective and not attended by the supplier/bidder/authorized agent,**
- iv. if the services by the supplier are found poor/unsatisfactory, the EMD will be forfeited.**

- 1.10** The bidder must enclose adequate documents to prove their authorization claim. If not enclosed the IMC reserves the rights to accept or reject tenders of such agencies. The decision of the authorized committee by the IMC as per STRIVE rules in this regard, will be final and shall be binding on the bidder.
- 1.11** Company/manufacturer/firm/supplier/ should have fulfilled prior **experience in similar field** , turnover and all other criteria as per Tender document.
- 1.12** The IMC at its discretion may extend the last date of submission of tender and opening of tenders.
- 1.13** Late and delayed tenders will not be considered and shall be returned unopened to the Bidder.
- 1.14** If bidder gives wrong information, IMC reserves the right to reject such bid at any stage and forfeit the Earnest Money Deposit.
- 1.15** Incomplete bids, not in proper sealed covers are liable to be rejected.
- 1.16** Conditional tenders will be rejected without assigning any reason.
- 1.17** If technical bid contains any price information the offer will be summarily rejected.
- 1.18** Canvassing in any form is liable for rejection.
- 1.19** Unsigned tenders / bids, self- unattested, correction and overwriting, forged, fabricated, facts concealed tenders by bidders are also liable for rejection.
- 1.20** Bids submitted without supporting documents are liable to be rejected.
- 1.21** The validity period of the tenders to submit before IMC shall be up to **30 October 2021**.
- 1.22** In financial bid the rate of each item should be inclusive **of all taxes, packing, forwarding, transit, commissioning, trial run, training to staff etc.** The rate both in words and figures without any corrections or over writing should be quoted for each individual item separately. **The rates must be valid up to 31 March 2022.**

- 1.23 Quoting merely the lowest price does not confer any right to any bidder for award of supply order.** The Purchase Committee, reserves the right to select the equipment any bid under the grounds of specification compliance, technologically advanced quality, proven performance track record, brand reputation, service backup support & training, offer of additional / special features, compatibility with the existing System, etc.
- 1.24** On the acceptance of the rates as per the approved tender, the supply order will be placed by the Head of the office of ITI.
- 1.25** The IMC will reserve the full right to open / consider the financial bid if and only if the authorized committee as per STRIVE rules, is satisfied with information contents in technical bid.
- 1.26 The college has the right to accept or reject any tender partly or fully without arising any reason thereof.**
- 1.27** The items have to be supplied in standard packing at the premises of **Puri Private Industrial Training Institute (I.T.I.) G.E. Road Vasundhra Nagar South ,Bhilai-3,Dist. Durg 490021, CHHATTISGARH.**
- 1.28** In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good condition as afresh, if such loss and shortage(s) found at the checking / inspection of the supplied Tools/Instrument/Equipment. "No extra cost" on such account shall be admissible at any circumstances.
- 1.29** The amount of Earnest Money deposit will be returned without any interest to the bidder after 6 months from the date of supply order or the expiry of the warranty period whichever is later subject to the surrender of money receipt in original.
- 1.30** The specimen of "**PRE-CONTRACT INTEGRITY PACT**" will be provided along with letter of acceptance to the bidder whose rates are accepted by the IMC.
- 1.31** Delivery has to be made **within one month** from the date of receipt of supply order.
- 1.32 Each item should be strictly as per the specification.** In case of any deviation the IMC has the right to reject the item and may the EMD forfeited. The preferences will be given to the items bearing ISI / ISO quality control make for the laboratory instruments / equipment.
- 1.33** Installation, successful demonstration of equipment in the respective department is obligatory. Training should be provided by the supplying companies for a minimum period of seven days from the date of installation with an expert team.
- 1.34** If any item covered under warranty fails, the same shall be replaced free of cost (as same as it was deemed to be the guarantee) including all the applicable charges including shipping cost both ways.
- 1.35** In case of poor response from the bidders, the items of poor response will be retendered if necessary, and the EMD shall be forfeited .
- 1.36** Final payment of Instrument / Equipment will be made only after their installation and successful demonstration and training to the staff concerned at the respective department of the ITI.

- 1.37** If the bidder fails to fully comply with supply order within the specified period his order will liable to be cancelled and a penalty @2% per week will be imposed on balance amount of supply.
- 1.38** In case of any dispute in respect of the bid, all legal matters shall be instituted before the appropriate court having jurisdiction at Durg (Chhattisgarh).
- 1.39** The tender **Notice No. *Tender_Notice_FY21-22/1/1.20211001*** along with the item serial number (The item serial number is given in the specification sheet against each item) must invariably be quoted in the bid and for further correspondence in this regard.
- 1.40** All the Tenders should be addressed to: **Puri Private Industrial Training Institute (I.T.I.) G.E. Road Vasundhara Nagar South ,Bhilai-3,Dist. Durg 490021**

2.0 INSTRUCTIONS TO BE FOLLOWED BY THE SUPPLIER / BIDDER

- 2.1 Submission of the bids:** Bids should be submitted in Three Envelops duly sealed as mentioned below:-

2.2 Envelope –A Tender fee & EMD

- i. Tender fee in the form of demand draft of Rs.5000/-
- ii. EMD @ 3% of total estimated cost of **Each bid** (DD) Separately to be submitted .

2.3 Envelope -B Technical Bid:

- i. Application form **as per Annexure-I (Bid Form)**
- ii. Technical bid form **as per Annexure-II(A) (Technical specification Sheet)**
- iii. Financial bid form **as per Annexure-II(B) (Price Bid)**
- iv. Performance Bank Guarantee (PBG) Form **as per Annexure-IV**
- v. Declaration for Not Black Listed **as per Annexure-V**
- vi. Affidavit **as per Annexure-VI**
- vii. Earnest Money deposit (EMD) Detail **as per Annexure-VII**
- viii. Consignee Received & Acceptance Certificate (CRAC) **as per Annexure-VIII**
- ix. Making Payment against Supply **as per Annexure-IX**
- x. List of Tools/Equipment/Furniture **as per Annexure-X**
- xi. Pre-Contract Integrity Pact **as per Annexure-XI**
- xii. Agreement of Supply **as per Annexure-XII**
- xiii. **Company registration certificate .**
- xiv. **Company ISO certificate .**
- xv. Mandate form for electronic fund transfer/RTGS transfer **(as per Annexure-XIII)**
- xvi. GST registration certificate / return certificates for last two years
- xvii. Experience Certificate in Similar field Attach proof (Minimum 5 past Purchase Orders must be from

same District)

- xviii. Service center / Registered office Certificate (must be situated in district Durg since min. 4 years)
- xix. Income Tax returns for the last two years with PAN No. (Copies to be enclosed)
- xx. Audited statement of accounts (P & L account and balance sheet) for the last two years (Copies to be enclosed)
- xxi. Annual Turnover (In this field) for last three years must be minimum 3 Crore.
- xxii. Certificate of Sole Manufacturer/authorized dealers of manufacturers/authorized supplier.
- xxiii. Original catalogs, pamphlets/picture of the appliances offered. Documents in support to reveal capacity to provide service after sale

Note:-if above information is not enclosed, the financial bid will not be opened. This Envelope should be marked as

2.4 Envelope C” Financial Bid:

The supplier should quote the rate inclusive of all expenses, charges, taxes, duties, transportation, packing and forwarding, insurance etc. The price of item both in words and figures without any correction or over writing should be quoted for each item in financial bid **(as per Annexure III)**. Separate form should be used for each item offered.

Note: - This Envelope should be marked as **“Envelope C – “Financial Bid”**. Name and address of the bidder should be clearly written on this envelope with Signature of Bidder & stamp of firm.

- 3** The above two envelopes should be put in a large envelope which should be duly signed and sealed properly and should be addressed to: **“Puri Private Industrial Training Institute (I.T.I.) G.E. Road Vasundhra Nagar South ,Bhilai-3,Dist. Durg 490021 ”**. This envelope must bear the following identifications:

All the envelopes “A , B , C ” should be kept in a master envelope .

(i) **“DO NOT OPEN BEFORE THE DATE 01/11/2021”**

(ii) Bid for Purchase & Supply of Tools/Equipment/Furniture for the Financial Year 2021-22 in ITI premises.

(iii) Bid Reference No.

(iv) Name & Address of the Bidder.....

7. BID SUBMISSION

The following section outlines the steps to be used for submission and processing of bids :

Tender documents/Qualification requirements should be submitted separately in 02 sealed envelopes A & B as given below :

19. **Envelop A** contains Tender fees and EMD or certificate of exemption for EMD from valid competent authority. **(Exemption from EMD only for those whosoever registered as MSME with valid proof of certificate.**
20. **Envelop B** contains tender documents such as pre qualification bid document and technical bid in one single envelop and commercial bid in other separate envelop.
21. **Envelope C** contains financial bid.
22. **All the envelopes "A , B , C" should be kept in a master envelope.**
23. The bidder should write the name of Tender at top of the **master envelope** with bidder's all detail i.e. name of firm, full address, contact no. & email ID.

8. INSTRUCTIONS TO BIDDERS

1. BID PRICE

- a. **The price schedule should be as per Annexure 'II(B)'. the price of goods at the site indicating all duties. Taxes and other levies if any.**
- b. The rates quoted by the bidder must be inclusive of all the taxes and charges (like transportation, installation charges. Delivery charges, inspection charges, training charges, charges for services etc.).
- c. Rates should be quoted for F.O.R. (ITI's) Destination. The materials have to be supplied at Industrial Training Institutes as directed in supply order. The rates quoted by the bidder shall be fixed for the duration of the order and shall not be subject to adjustment on any account.
- d. Deviations from the specifications should be clearly brought out in the bid under technical compliance.
- e. All prices should be in Indian National Rupee (INR).
- f. Destination for supply order is given in Annexure-X.

2. EVALUATION OF BIDS

- a.
 1. The Evaluation of Bid will be done Item wise.
 2. It is not Mandatory for a bidder to quoted for all the items.
 3. The lowest rate of quotation for a particular Item may be accepted.
 4. Only those financial/Commercial bid (Item wise) will be considered which comes under_+ 30 % of average of all technically qualified bid (Item wise).

b. IMC will examine the bids to determine whether.

1. They are complete.
2. They are free from computational errors.
3. Required sureties have been furnished.
4. The documents have been properly signed.

c. Arithmetic errors will be rectified on the following basis:

“If there is a discrepancy between words and figures. The amount mentioned in words will prevail.”

d. IMC may waive off any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation. Provided such a waiving does not prejudice or affect the relative ranking of any bidder.

e. IMC reserves the right to ask any clarification/s related to submission of Bid during the evaluation of the document.

f. In the examination of all certificates and other bidding documents. Chairman’s approval/decision will be final and binding in the scrutiny of successful bidders.

9. AWARDING CRITERIA FOR PURCHASE ORDER

a. Suppression of facts and misleading information

- i. During the Bid evaluation, if any suppression or misrepresentation of information is brought to the notice of IMC, IMC shall have the right to reject the Bid and if after selection, IMC would terminate the order as the case may be, will be without any compensation to the Bidder and the EMD/Security Deposit as the case may be, shall be forfeited.
- ii. Bidder should note that any figures in the proof documents submitted by the Bidders for proving their eligibility is found suppressed or erased. IMC shall have the right to seek the correct facts and figures or reject such Bids.
- iii. It is up to the Bidders to submit the full copies of the proof documents to meet out the criteria. Otherwise IMC may not consider such documents.
- iv. The Tender calls for full copies of documents to prove the Bidder’s experience and capacity to undertake the project.

b. Technical document Bid Evaluation

- i. Technical committee formed by IMC shall evaluate the technical bid submitted by the bidder.
- ii. Technical Specification of each item quoted shall be evaluated in items of the requirement.

- iii. IMC may ask the bidder to produce sample of any item before finalizing the technical evaluations. The bidder will have to arrange for sample inspection at a specified location in Bhilai within 10 days at his own cost.
- iv. Any item which do not match to the specification as mentioned in the tender document or if any item found of inferior quality by the technical committee shall be rejected and shall not be considered for financial evaluation for that particular item only.
- v. The items rejected on the basis of technical evaluation shall be announced before the opening of financial bid.
- vi.

c. Commercial Bid Evaluation

1. Bidders who are qualified in Technical Qualification Bid (Envelop-B) only will be called for price Bid opening. The Price Bids will be opened in the presence of the Bidders at IMC office. The Bidders or their authorized representatives (with authorization letter & valid ID proof) will be allowed to take part in the price Bid opening.
2. The Price evaluation will include all Duties and Taxes as given below.
 - i) In cases of discrepancy between the cost quoted in Words and in Figures. Cost quoted in words will be considered.
 - ii) In evaluation of the price of an imported item. The price will be determined inclusive of the customs duty;
 - iii) In evaluation of the price of articles which are subject to excise duty, the price will be determined inclusive of such excise duty;
 - iv) Price evaluation will be inclusive of all Taxes and Delivery charge for F.O.R. at determined destination of Chhattisgarh.
3. The price of the Item which is found technically qualified shall only be considered for price evaluation.
4. Only those financial/commercial bid (Item wise) will be considered which comes under $\pm 30\%$ of average of all technically qualified bid (Item wise).
5. The lowest cost per Item as per the above evaluation will be declared as L1. IMC will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.

d. AWARD OF ORDER

- i. Before executing the order the Successful Bidder shall furnish Performance bank Guarantee to the **Puri Pvt. ITI IMC Society** payable at Durg, for an amount 1% of the order value through a Bank Guarantee by a nationalized bank. In the prescribed proforma as Annexure-IV valid up to **60 days after the date of completion of performance obligations including warranty obligations. (2 years+60 days). If the desired Performance Bank Guarantee is not deposited by the tenderer in the specific period, the Earnest Money already deposited with the tender shall be forfeited.** In the event of any correction of defects or replacement of defective material

during the warranty period. The warranty for the corrected replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate values shall be extended 60 days over and above the extended warranty period, in the event of order amendment. The Successful Bidder shall furnish the amended Performance Bank Guarantee, rendering the same valid for the duration of the Order. As amended for 60 days after the completion of performance obligations including warranty obligations **(2Years + 60 Days)**

- ii. a/. The successful bidder has to supply the Trade(Course) Related Items after issuance of work order within the time as stated in work order.
 - b/. (i) The 100% Items will have to be Pre-dispatch inspected by Central State Govt. agency or by any NABL accredited Laboratory/ Puri Pvt. ITI/Related Govt. Technical Institute (Third Party), at the bidder's own cost.
 - (ii) If any bidder has owned any above described institution as stated above, then Pre-dispatch inspection from these institution will not be allowed.
- iii. The purchase orders shall be made in the name of bidder only, Bidder will raise invoice in the name of purchaser and the respective payments shall be made in the name of Bidder only.
- iv. If the successful bidder fails to deliver any or all of the Goods at the destination or to perform the services within the stipulated delivery period (s) specified in the order, the purchaser shall without prejudice to its other remedies under the order, shall forfeit the proportional amount of undelivered order value/PBG and the balance order is liable to be cancelled.
- v. If the successful bidder fail to supply the items as per the specifications (under the terms & condition of tender), items will not be received by the consignee and successful Bidder has to return it back on his/her own cost. The successful bidder may supply the items of higher specifications (due to manufacturing obligations) on the same cost if accepted by consignee after examination and testing.
- vii. If the successful bidder fails to supply all or some of the items within specified delivery period than the penalty at a rate of 2 % per month of the price of that particular items which delivered beyond the delivery period is liable to be charged.
- viii. Any amount due to the Government of Chhattisgarh or the IMC from the tenderer on any account in respect of this tender may be recovered from him as arrear of land revenue.

- ix. No dispute can be raised by any Bidder whose bid has been rejected and no claims will be entertained or paid on this account.
- x. As per CG Store Purchase Raul-2002 Para 4.13 the successful bidder should submit the Agreement as per Annexure-XII before issuing the purchase order within specified time.

e. IMC reserves the right to

- i. Insist on quality/specification of materials to be supplied.
- ii. The Purchaser has reserves the right at the time of Order award to split up the orders among the successful bidders for the supply of items and increase or decrease the quantity of goods originally specified in the subjected tender without any change in unit price or other terms and conditions. Quantities supplied in excess will not be paid for and tenderer will be responsible to take if back on his own cost.
- iii. **Orders for procurement will be awarded as per the priority and availability of budget. Successful bidder has to deliver and complete the task of supply and installation strictly as per the specification of ordered items within the specified time period otherwise above order may be treated as cancelled without any prior notice.**
- iv. The purchaser may get, the items supplied by the successful tendered, inspected on receipt of the same by such person or persons he deems fit and to reject such of these items as in **his opinion do not come up to the specification. The decision of the purchaser will be final in such cases. The successful bidder has to get return back the rejected items of his/her own cost.**
- v. **100 % payment will be released after the safe receipt of goods, as per the specifications given in purchase order & after ensuring successful installation, commissioning and performance of supplied items etc. it is must to produce form C & D provided by ITI after successful delivery of Items along with the above submissions which has to be submitted within one week from the end of supply date if not so then it is not the responsibility of Puri Pvt. ITI IMC Society for any delays and dues in payment.**
- vi. The purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time without assigning any reason prior to order award. Without thereby incurring any liability to the affected bidder or bidders.
- vii. At any time prior to the deadline for submission of bids, the Purchaser may modify the bidding documents by amendment. All prospective bidders will be notified of the amendment by uploading in the website <https://www.puriiti.com/web/bhilai3/index.php> and will be binding on the bidder.
- viii. **If tender succeeded & supply order is passed, then after receiving order if successful bidder does not supply or refuses to supply the materials then those are likely to be blacklisted by appropriate authority of the Government.**

10. GENERAL TERMS AND CONDITIONS OF THE BID

Note : Bidders must read these conditions carefully and comply strictly while submitting their bids.

- 1. THE BIDDER IS EXPECTED TO EXAMINE ALL INSTRUCTIONS.** forms, terms, and specifications in the bidding documents. Failure to furnish all information required in the bidding documents or submitting a Bid not substantially responsive to the bidding documents in any respect may result in the rejection of the Bid.
- 2. THE BIDDER SHALL BEAR ALL THE COSTS** associated with the preparation and submission of its bid and IMC in no case will be responsible or liable for these costs. Regardless of conduct or outcome of bidding process.
- 3. PROFESSIONAL EXCELLENCE AND ETHICS.** Tendering Authority requires that all Bidders participating in this Bid adhere to the highest ethical standards, both during the selection process and throughout the execution of the order.
- 4. CURRENCY OF FINANCIAL PROPOSAL** shall be made in Indian Rupees (INR) only.
- 5. FAILURE OF THE SUCCESSFUL BIDDER** to comply with all requirements shall constitute sufficient grounds for the annulment of the awards. In which event IMC may take the award to the next lowest evaluated bidder or call new bids.
- 6. AMENDMENT/CANCELLATION :** The Tendering Authority reserves the right to cancel this Tender at any time without any obligation to the Bidders. The Tendering Authority at any time, prior to the deadline for submission of Proposals. May amend the Tender by issuing an addendum in writing or by standard electronic means. The addendum will be binding on all the Bidders. Bidders shall acknowledge receipt of all amendments.

To give Bidders reasonable time to take an amendment into account in their Proposals, the Tendering Authority may, if the amendment is substantial. Extend the deadline for the submission of Proposals.
- 7. RIGHT TO ACCEPT ANY BID AND REJECT ANY OR ALL BIDS :** The Tendering Authority reserves the right to accept any bid, and to annul the bid process and reject all bids at any time prior to award of order, without assigning any reason & without thereby incurring and liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the action.
- 8. THE TENDERING AUTHORITY RESERVES THE RIGHT TO ACCEPT ANY BID** not necessarily the lowest, reject any bid without assigning any reasons for entering in to rate Order.
- 9. CONDITIONAL BIDS :** If a bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his bid is liable to be summarily rejected. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the Tendering Authority.

- 10. PERIOD OF VALIDITY.** Bids shall remain valid for 180 days after last date for bid submission prescribed by IMC which may be extended with mutual consent. A bid valid for a shorter period may be rejected by IMC as non-responsive for current and next F.Y.
- 11. LATE BIDS :** Any bid received by the Tendering Authority after the deadline for submission of bids will be automatically rejected and will not be entertained.
- 12. NOTIFICATION OF AWARD :** Prior to the expiration of the period of the bid validity. IMC will notify the successful bidder in writing that its bid has been accepted. After notification of award bidder will submit Security deposit in the form of Performance Bank Guarantee as specified.
- 13. ANY MATTER WHICH HAS NOT BEEN COVERED UNDER THESE PROVISIONS** shall be governed as per the provisions of Chhattisgarh State Government Rules and appropriate Rules/Act/Law/Code.
- 14. ACCEPTANCE TESTING :** The equipment will be tested by Concerning authority at F.O.R. Destination.
- 15. PROPRIETARY RIGHTS :** The successful bidder shall indemnify the Purchase against all third party claims of infringement of patent, copy right, trademark, license or industrial design rights, software piracy arising from use of goods or any part thereof within India.
- 16. DELAYS IN THE PERFORMANCE OR SUCCESSFUL BIDDER OBLIGATION :** Any delay by the successful bidder in the performance of its delivery obligations shall render the successful bidder liable to any or all of the following sanctions-forfeiture of its performance security, imposition of liquidated damages and or termination of the order for default.
- 17. PENALTY :** If the successful bidder fail to supply all or some of the items within specified delivery period than the penalty at a rate of 2% per month of the price of that particular items which delivered beyond the delivery period is liable to be charged.

If successful bidder failed to supply during one time extended delivery period with penalty also then, the Purchaser may consider termination of the Order Power to extend delivery period would remain reserved with the Purchaser and the purchaser may terminate the order instead of granting extension.
- 18. PERFORMANCE BANK GUARANTEE (PBG) :** The selected Bidder at his own expense shall deposit PBG to IMC Bhilai-3, before executing the order. The PBG will be released 60 days after the date of completion of performance obligations including warranty obligations. **(2Years + 60 days)**
- 19. LIQUIDATED DAMAGES :** if the successful bidder fails to deliver any or all the goods or perform the services within the time period specified in the order. IMC shall without prejudice to its other remedies under the order. Deduct from price of undelivered items as liquidated damages. (Not by way of penalty) 2 % per month of the value of undelivered items from beyond Delivery period and the penalty shall be deducted from final bill amount paid by IMC, IMC reserves the right to cancel the order in case the bidder will not deliver the equipment beyond 2 weeks after the delivery period.

20. TERMINATION FOR DEFAULT : IMC may, without prejudice to any other remedy for breach of order, by written notice of default sent to the successful bidder, terminate this order in whole or in part.

- a. If the successful bidder fails to deliver any or all of the goods within the time period (s) specified in the order.
- b. If the successful bidder fails to perform any other obligation (s) under the order or.
- c. If the successful bidder, in either of the above circumstances does not rectify remedy its failure within a period of 15 days (or such longer period as the IMC may authorize in writing) after receipt of the default notice from IMC, in the event IMC terminates the order.

21. FORCE MAJEURE

- a. Notwithstanding the provisions of clauses 18.19 and 20 the bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default. If and to the extent that, its delay in performance or other failure to perform its obligation under the order is the result of an event of force majeure.
- b. For purposes of this clause, -Force Majeure means an event beyond the control of the successful bidder and not foreseeable events may include, but are not restricted to acts of IMC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes and other acts of God.
- c. If a force majeure situation arises, the successful bidder shall promptly notify to IMC in writing of such condition and the cause there of. Unless otherwise directed by IMC in writing, the successful bidder shall continue to perform its obligation under the order as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- d. If the force majeure condition(s) mentioned above be in force for a period of 30 days or more at any times. IMC shall have the option to terminate the order or expiry of 30 days of commencement of such force majeure by giving 14 days notice to the successful bidder in writing. In case of such termination, no damages shall be claimed by either party against the other save and except those which had occurred under any other clause of this order prior to such termination.

22. TERMINATION FOR INSOLVENCY: IMC may at any time cancel the bid by giving written notice to the successful bidder, if the successful bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to IMC.

- 23. TERMINATION :** IMC reserves the right to terminate the successful bid in whole or part at any time.
- 24. RESOLUTION OF DISPUTES :** The decision of the “Chairman” will be final & binding to all the bidders any dispute arising out of this tender or supply of any other matter will fall under the civil jurisdiction of Raipur only.
- 25. APPLICABLE LAW :** The order shall be interpreted in accordance with the laws of India. Irrespective of the place of delivery, that place of performance or place of payment under the order. The order shall deem to have made at the place in India from where the order has been issued.
- 26. NOTICES :** Any notice given by one party to the other pursuant to this order shall be sent in writing or by Email/Hard copy or Telefax and confirmed in writing to Secretary, Puri Pvt. ITI IMC Society, Puri Pvt ITI Old Bhilai, G.E. Road, Vasundhara Nagar (South), Bhilai-3, Distt-Durg, Chhattisgarh 490021
A notice shall be effective when delivered or on the notice’s effective date whichever is later.
- 27. TAXES & DUTIES :** The Successful bidder shall be entirely responsible for GST all taxes, Duties, license fee etc. all custom duties and levies, duties, Indian Foreign Exchange Law, RBI Guidelines, sales tax payable on components. Raw material and any other items used for their consumption or dispatched directly to designated location of ITI in the state of Chhattisgarh.
- 28. DEFENCE OF SUITS :** If any action in court is brought against the IMC Consignee for failure or neglect on the part of the order or to perform any acts, matters, covenants or things under the order or for the damage or injury caused by the alleged omission of neglect on the part of the order or, his agents, Representatives or sub-orderors, workmen successful bidder or employees. The order or **in all such cases shall indemnify and keep IMC harmless from all costs, damages, expenses or decrees arising out of such actions.**
- 29. WARRANTY:** The Product quoted should be covered for 2 year comprehensive onsite warranty from date of final delivery and acceptance by respective ITI’s.

30. SPECIAL CONDITIONS OF BID

1. SUPPLY, INSPECTION & COMMISSIONING :-

- a) (i) Bidder should conduct 100% Items pre-dispatch inspection by Central State Govt. agency or by any NABL accredited Laboratory/Designated Procurement Committee/Puri Pvt. ITI/Related Govt. Technical Institute (Third party), at the bidder’s own cost before supply at F.O.R. within the period stipulated in the tender Document.

(ii) If any bidder has owned any above described institution then the bid shall be treated as "Null and Void" and Pre-dispatch inspection from these institution will not be allowed.

- b) It is mandatory for successful bidder to supply the items at various F.O.R. Destinations situated in Chhattisgarh as per Annexure-X.
- c) It is responsibility of successful bidder to install and commission the items in F.O.R. destinations and take the OK certificate in the Annexure-VIII (CRAC) from institute head or Authorized representative which has to be submitted within one week from the end of supply date if not so then it is not the responsibility of IMC for any delays and dues in payment.

2. PACKAGING AND STORATGE :-

Packaging :-

All the Furniture/Machines/Tools/Equipment shall be suitably protected. Coated covered or boxed and created to prevent damage or deterioration during transit handling and storage at site till the time of installation/commissioning. While packing all the materials, the limitations from the point of view of availability of railway wagon sizes. In India should be taken into account. The successful bidder shall be responsible for any loss or damage during transportation. Handling and storage due to improper packing. The successful Bidder should furnish the service centre details in each carton box to enable the beneficiaries to contact the appropriate service centre in case of necessities. Similarly, the toll free telephone number also should be prominently displayed in the user manual to facilitate the beneficiaries.

- a) Accepted items after Committee inspection should be stuck with QC passed slip.
- b) Individual items should be packed in polythene pouches of appropriate sizes.
- c) Makers stickers pasted on supplied items will not be accepted.
- d) Each box should contain a delivery note containing the manufacturer serial number, month and year of manufacturing along with provision for writing down the beneficiary number, name and date of delivery.

Packaging List :-

A packing list should be prepared for the following items.

- i) User Manual in Hindi and English in soft or print format.
- ii) Do's and Don'ts instruction leaflet in Hindi and English.
- iii) A brochure containing help desk logo having website address call centre telephone numbers shall be placed in the warranty card, user manual, Do's and Don'ts instruction guide in Hindi and English.
- iv) Names and addresses of Service centres, contact persons in each service centre, Telephone Number to enable the end user to contact the supervisors in the event of poor service by the authorized service personnel.

3. LOCATIONS FOR SUPPLY OF GOODS AND SERVICE :

- a) The equipment and services under the tender document shall be supplied and commissioned in the designated location of ITI. Delivery charges should be borne by successful bidder.
- b) The Furniture Related Items shall be supplied in full as per ordered configuration and quantity for acceptance testing. The Items which does not comply with the technical specification will not be accepted under any circumstance.**
- c) Insuring the goods in transit is the responsibility of the successful bidders.
- d) The items should be delivered at the distribution centres on F.O.R. (ITI's) destination basis and items should be handed over to the officials/acceptance teams concerned at the locations. The list of locations and respective quantity will be provided to the successful Bidder.
- e) The successful Bidder shall send status report in prescribe proforma on delivery in the format to be prescribed in such intervals as may be required by DET from time to time till the execution of the entire order.**
- f) A leaflet containing the details of the service centres responsible to attend the installation, warranty services, name and designation of the contact persons, higher level in –charge who is responsible to oversee the service centres. Person to whom complaints can be made in case the service provided by any centre is not satisfactory, phone, fax, mobile numbers & email address must be provided along with each item delivered.
- g) In case the successful Bidder fails to carry out the warranty regulations. IMC would engage any other operator and carry out the service/replacement and deduct the amounts from the warranty amount retained by IMC as per the Payment Items or from their pending bills or any money due or payable to them or PBG.
- h) Depending upon the ground situations and information from the officials regarding failure in maintaining acceptance ratio/warranty/service delivery etc. on the bidder's part. IMC reserves the right to divert the supply of Tender Items from the allotted Successful bidder.

4. INSURANCE : The delivery of goods to the destinations is the responsibility of the Successful Bidder only, the goods supplied under the order should be covered for comprehensive Insurance by the Successful Bidder till delivery and acceptance by the authorized person.

5. ACCEPTACNE OF TENDERED ITEMS

- (a) Item supplied in each institute will be tested at the site. The authorized representative of the successful bidder should carry out the testing along with institute authority. Subjected to failure in the testing, the amount of the purchase order will be with held till the acceptance certificate is issued.

- (b) The Head of Institute will issue the acceptance/rejection certificate (CRAC) within 3 days of receiving the items mentioning the number of items distributed in the institute and the acceptance/rejection certificate (CRAC) has to be submitted with in one week from the end of supply date for payments if not so then it is not the responsibility of IMC for any delays and dues in payment.**
- (c) Makers stickers pasted on supplied items will not be accepted and the awarded order will be treated as cancelled and forfeiture of PBG will be take place.**

6. BILLING :

The Successful Bidder shall raise the invoice for the Items supplied in the name of Secretary, Puri Pvt. ITI IMC Society, Puri Pvt. ITI Old Bhilai, G.E. Road, Vasundhara Nagar (South), Bhilai-3, Distt.- Durg and shipping address will be Site address of the ITI where the Tendered Items to be delivered. At the time of bill submission, following documents are needed to be present along with the bill-

- i) Bill in 3 copies. One is original and another 2 copies are Xerox Institute wise & Head wise separately.
- ii) Vender information report in 3 copies. One is original and another 2 copies are Xerox.
- iii) A signed copy of delivery and acceptance certificate of items by head of Institute.
- iv) It is must to present CRAC provided by Institute after successful delivery of Items along with the above submissions which has to be submitted with in one week from the end of supply date if not so then it is not the responsibility of IMC for any delays and dues in payment.
- v) Pre dispatch inspection Report.

11. PAYMENT TERMS

- a) All payments will be made in INR only.**
- b) No advance will be paid or no letter of credit will be issued.**
- c) 100% payment will be released after fulfillment of all the point as mentioned in above billing clause.**
- d) It is the responsibility of supplier to produce CRAC completely filled by destination (ITI's) along with the bill which has to be submitted within one week from the end of supply date if not so then it is not the responsibility of IMC for any delays and dues in payment.**
- e) The payment will be subject to fulfillment of warranty obligations.**
- f) The Duties and Taxes as applicable at the time of supply within the Delivery Schedule specified in the tender will in paid. In case the Duties and/or Taxes have been reduced retrospectively. The successful bidder is liable to return the same.**
- g) The Successful Bidder will have full and exclusive liability for payment of all Duties. Taxes and other statutory payments payable under any or all of the Statutes/Codes/Laws/Acts/Rules etc. now or hereafter imposed.**

ANNEXURE - I

BID FORM

To,

SECRETARY.

PURI PVT. ITI IMC SOCIETY, BHILAI-3,
ADDRESS- PURI PVT. ITI, G.E. ROAD,
VASUNDHARA NAGAR (SOUTH),
BHILAI-3, DISTT.-DURG, CHHATTISGARH, PIN-490021.

Sir,

Having examined the bidding documents, we undersigned, offer to supply and deliver (description of goods and services) in conformity with the said bidding documents as per the prices given in the price schedule. We undertake, if our bid is accepted, to commence delivery within (number) days and to complete delivery of all the items specified in the order within (number) days calculated from the date of receipt of your Purchase Order.

We agree to abide by this bid for a period of 180 days from the date fixed for bid opening in instructions to bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated _____ day of _____ 2021

Signature and Seal of the Bidder

ANNEXURE – II (B)

Price Bid

Note :- Give Bid Price Item-wise in the following Pro forma only. Any deviation will not be accepted.

PRICE SCHEDULE

(Tender Name.....)

Name of Bidder

(Amount in Rs.)

Note:-

- a. The bidding prices shall be for F.O.R. Destination.
- b. Bid price (Column no. 8) should be inclusive of all taxes and charges (such as charges for Pre dispatch Inspection/ Demonstration/ Installation/ Commissioning/ Transportation/ Excise/ Custom/ Services charges etc. c. Conditional rates will not be accepted.
- d. The Rates quoted in Column 8 will be considered for comparison.
- e. Specifications of the items which bidder offers in as per the attached catalogue/ brochure/ Technical details etc. will be considered for comparison and selection. Incomplete details will not be considered for comparison.
- f. One soft copy (in CD) of Price Schedule in Excel in separate sealed envelope.
- g. Price Schedule given in other form will not be accepted and bid will be rejected.
- h. Column as per prescribed pro forma should not be manipulated.

ANNEXURE- III

FORM - A

(To be signed and returned along with the tender)

I/We (Full Name).....

Address

.....

have read the Terms and Conditions of the tender No..... for the supply of various stores as per your tender notice for supply of items of various TRADES for PURI PRIVATE INDUSTRIAL TRAINING INSTITUTE OLD BHILAI of Chhattisgarh due on _____ and I/ we fully accept the Terms and Conditions of the Bid supplied to me/ us with the Bidding Documents. I/ We also undertake to permit the Purchaser to inspect records and documents related to the bid submission and order performance. It is further noted that if any manipulation is found at any stage, the tender/ Order/ Supply order shall be rejected and the Purchaser may take any action against me/ us, as he/ she deems appropriate.

Details of Tender Document fee (Downloaded from Website) :

- (a) Value of Demand Draft Rs. 5000.00
- (b) Demand Draft No & Date.
- (c) Name of Bank
- (d) Place

Details of Earnest Money/ Bid security in the form of DD/ BG for which bid is submitted :

- (a) Value Rs.
- (b) Demand Draft/BG No & Date.
- (c) Name of Bank
- (d) Place

Date:

Signature

(Name & full Address of the firm)

ANNEXURE- IV

Performance Bank Guarantee (PBG) FORM

To,

SECRETARY.
PURI PVT. ITI IMC SOCIETY, BHILAI-3,
ADDRESS- PURI PVT. ITI, G.E. ROAD,
VASUNDHARA NAGAR (SOUTH),
BHILAI-3, DISTT.-DURG,CHHATTISGARH, PIN-490021

WHEREAS (Name of Successful bidder) hereinafter called "the Successful bidder" for Tender No..... has undertaken , in pursuance of Order (Notification of Award) No. dated to supply (Description of Goods and Services) hereinafter called "the Order".

AND WHEREAS it has been stipulated by you in the said Order that the Successful bidder shall furnish you with a Bank Guarantee by a nationalized bank for the sum specified therein as security for compliance with the Successful bidder's performance obligations in accordance with the Order.

AND WHEREAS we have agreed to give the Successful bidder a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Successful bidder, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Successful bidder to be in default under the Order and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

.....
.....
.....

Date.....20.....

Address:.....

.....
.....

ANNEXURE-V

DECLARATION FOR NOT BLACK LISTED

Date

To,

SECRETARY.

PURI PVT. ITI IMC SOCIETY, BHILAI-3,
ADDRESS- PURI PVT. ITI, G.E. ROAD,
VASUNDHARA NAGAR (SOUTH),
BHILAI-3, DISTT.-DURG,CHHATTISGARH, PIN-490021

Dear Sir,

Ref.: Tender No.

I / We hereby confirm that our firm has not been banned or blacklisted by any government organization/Financial institution/Court /Public sector Unit /Central Government.

Signature of Bidder.....

Place :

Name

Date :

Designation

Seal

ANNEXURE- VI

On Non Judicial Stamp Paper of Rs. 50/-
निविदाकर्ता द्वारा Bid के साथ दिये जाने वाला

शपथ-पत्र

मैं..... आत्मज..... उम्र..... साकिनका निवासी हूँ जो कि, निम्नानुसार कथन कर शपथ पूर्वक प्रस्तुत करता हूँ :-

1. यह कि, मुझे/हमें निविदाकर्ता फर्म मेसर्स की ओर से निविदा क्रमांक..... में निविदा प्रक्रिया अंतर्गत निविदा प्रस्तुत करने बाबत फर्म के सक्षम प्राधिकारी द्वारा विधिवत अधिकृत किया गया है, तथा मेरे / हमारे द्वारा प्रस्तुत की गयी निविदा में किसी भी प्रकार का निर्णय लेने हेतु मैं / हम सक्षम प्राधिकृत हैं।
2. यह कि, मैंने/हमने निविदा की सारी शर्तें ध्यानपूर्वक पढ़ी हैं और उनसे सहमत हैं तथा उन्हें मानने के लिये वचनबद्ध हैं।
3. यह कि, मेरे/हमारे द्वारा संलग्न किये गये सभी दस्तावेज सही है और उनमें किसी प्रकार की कांट-छांट नहीं किया गया है, एवं गलत जानकारी नहीं दी गई है, तथा हमारे कार्यालयीन पते एवं डीलरशिप विवरण संबंधी कोई भी तथ्य छुपाया नहीं गया है।
4. यह कि, मेरे/हमारे द्वारा कामर्शियल बिड में सामग्रियों के लिये जो स्पेशिफिकेशन दिया गया है और उनके सपोर्ट में जो भी संबंधित दस्तावेज, कैटलॉग/ब्रोशर्स आदि संलग्न किये गये हैं उनमें लिखा विवरण निर्माता द्वारा जारी किया गया है एवं मूल रूप में हैं और उनमें कोई फेरबदल या कांट-छांट नहीं किया गया है।
5. यह कि, मेरे/हमारे द्वारा निर्माता से मुझे/हमें जारी आथॉराइजेशन प्रमाण पत्र जो कि बिड के साथ संलग्न किये गये हैं वे सही एवं मूल रूप में हैं और उनमें कोई फेरबदल नहीं किया गया है।
6. यह कि, मैं/हम दिये गये क्रयादेशानुसार सामग्रियों को निर्धारित समय सीमा में स्पेशिफिकेशन के अनुसार सप्लाई करने के लिये बाध्य हैं। देर होने या सामग्रियों के स्पेशिफिकेशन में अन्तर होने पर मुझे/हमें दिये गये क्रयादेश को निरस्त किया जा सकता है एवं मेरे/हमारे द्वारा जमा किये गये EMD/ Performance Bank Guarantee को निविदा की नियम एवं शर्तों के अनुसार राजसात किया जा सकता है तथा शासन को होने वाले नुकसान की भरपाई मेरे/हमारे द्वारा की जायेगी।
7. यह कि, मेरे/हमारे द्वारा दी गई जानकारी असत्य पाये जाने पर मुझे/हमें एवं हमारी फर्म को निविदा में भाग लेने से वंचित किया जा सकता है।

शपथकर्ता

//सत्यापन//

मैं..... आत्मज..... उम्र..... साकिन यह सत्यापित करता हूँ कि , इस शपथ पत्र की कंडिका क्रमांक 1 से लेकर 7 तक में दी गयी जानकारी सही एवं सत्य है , तथा कोई भी तथ्य छुपाया नहीं गया है।

शपथकर्ता

स्थान.....

दिनांक

हस्ताक्षर:

नाम:

धारित पद:

फर्म का नाम:

(सील सहित)

टीप:- यह शपथपत्र 50 रुपये के मुद्रांकित कागज पर शपथ आयुक्त द्वारा साक्ष्यांकित किया हुआ होना चाहिए।

Annexure-VII

EARNEST MONEY DEPOSIT (EMD) DETAIL

S.No.	TENDER NAME	EMD AMOUNT IN INR

Annexure-VIII

“Form – C”

CONSIGNEE RECEIVED & ACCEPTANCE CERTIFICATE (CRAC)
(to be given order wise)

OFFICE OF THE PRINCIPAL / SUPERINTENDENT I.T.I :

Name & address of successful bidder, executing the order :

.....
.....
.....
.....

Supply Order No. with date :

Invoice / Challan No. with date :

Date of supply at destination :

Name and contact no. of the person responsible to execute the :

Date of inspection (Inspection should be carried out order wise, as:/...../.....)

per the order awarded, in the table format 'A', including all the items of order)

TABLE FORMAT 'A'					
S No.	Item S. No.	Details of Items along with Specifications	Quantity	Operating manuals/ Technical details etc. attached (yes/ no)	Detailed remark (give detailed reasons in case item is not as per specification)

Whether training is required for supplied Equipment/ :

Machinery

(Yes/ No)

Dated Signature of the inspection officers with name and 1

Designation

2

.....

Goods Invert Register (GIR No.) :

Stock ledger Number :

प्रमाण पत्र

प्रमाणित किया जाता है कि संचालनालय आदेश क्रमांक..... दिनांक मे उल्लेखित समस्त सामग्रिया क्रयादेश / स्पेसिफिकेशन अनुसार सही है

एवं 1) ऐसी सामग्रिया(Hand Tools. Equipments. etc.) जिनका सस्थापन नहीं किया जाना है, को संबंधित व्यवसाय में प्रशिक्षण में उपयोग लाया जा रहा है।

अतएव सामग्रियों का देयक भुगतान योग्य है।

2) ऐसी सामग्रिया(Heavy Machines etc.) जिनका संस्थापन किया जाना है, का संस्थापन उपरांत संबंधित व्यवसाय में प्रशिक्षण में उपयोग में लाया जा रहा है

अतएव सामग्रियों का भुगतान योग्य है

Dated Signature of

Dated Signature of

Dated Signature of Principal

Store clerk/ Incharge

Store officers/ Incharge

/ Incharge (with Seal)

Annexure-IX

“Form – D”

फर्म के भुगतान हेतु जानकारी

क्र.	आदेश क्र./ दिनांक	फर्म का नाम	संस्था में सामग्री प्रदाय दिनांक	क्या फर्म द्वारा प्रदायित सामग्री आदेशित स्पेसिफिकेशन के अनुरूप है (हां / नहीं)	सामग्री का जी. आई. आर. / स्टॉक एंट्री की जा चुकी है (हां / नहीं)	सामग्री जा सम्बंधित व्यवसाय में संस्थापन कार्य पूर्ण कराया जा चुका है (हां / नहीं)	प्रदायित सामग्री वर्तमान में सम्बंधित व्यवसाय के प्रशिक्षण में समुचित उपयोग किया जा रहा है (हां / नहीं)	रिमार्क
१	२	३	४	५	६	७	८	९

प्रमाण पत्र

प्रमाणित किया जाता है कि संचालनालय आदेश क्रमांक..... दिनांक मे उल्लेखित समस्त सामग्रिया क्रयादेश / स्पेसिफिकेशन अनुसार सही है एवं प्रशिक्षण में उपयोग में लायी जा रहा है, अतएव सामग्रियों का देयक भुगतान योग्य है।

जांचकर्ता अधिकारी

भंडार अधिकारी

प्राचार्य / संस्था प्रमुख

औ.प्र.सं.

औ.प्र.सं.

औ.प्र.सं.

Annexure-X

PURI PVT. ITI IMC SOCIETY, BHILAI-3, ADDRESS- PURI PVT. ITI, G.E. ROAD, VASUNDHARA NAGAR
(SOUTH),BHILAI-3, DISTT.-DURG,CHHATTISGARH, PIN-490021

Proposal for Purchasing OF TOOLS & EQUIPMENT as per Syllabus (NSQF LEVEL - 4) FOR F.Y. - 2021-22 COPA , NEW
TRADE- "DRIVER CUM MECHANIC (LMV) Tools, Equipment & Machinery Items (Additional Trade-II)

CATEGORY 01			
COMPUTER,IFP ,VIDEO CONFRENCING SETUP			
UPGRADATION OF EXISTING TRADE - "COMPUTER OPERATOR AND PROGRAMMING ASSISTANT" 02+02+00=04 Units			
S No.	Name of the Tools and Equipment	Specification	Quantity
1.	Desktop Computer for TRADE - COPA	CPU: 32/64 Bit i3/i5/i7 or latest processor, Speed: 3 GHz or Higher. RAM:-4 GB DDR-III or Higher, Wi-Fi Enabled. Network Card: Integrated Gigabit Ethernet, with USB Mouse, USB Keyboard and Monitor (Min. 17 Inch. Licensed Operating System and Antivirus compatible with trade related software.	31
	Desktop Computer for TRADE- Driver cum Mechanic (LMV)	CPU: 32/64 Bit i3/i5/i7 or latest processor, Speed: 3 GHz or Higher. RAM:-4 GB DDR-III or Higher, Wi-Fi Enabled. Network Card: Integrated Gigabit Ethernet, with USB Mouse, USB Keyboard and Monitor (Min. 17 Inch. Licensed Operating System and Antivirus compatible with trade related software.	1
	Desktop Computer for TRADE-Smartphone Technician App Tester	CPU: 32/64 Bit i3/i5/i7 or latest processor, Speed: 3 GHz or Higher. RAM:-4 GB DDR-III or Higher, Wi-Fi Enabled. Network Card: Integrated Gigabit Ethernet, with USB Mouse, USB Keyboard and Monitor (Min. 17 Inch. Licensed Operating System and Antivirus compatible with trade related software.	3
	Desktop Computer for IT Lab	CPU: 32/64 Bit i3/i5/i7 or latest processor, Speed: 3 GHz or Higher. RAM:-4 GB DDR-III or Higher, Wi-Fi Enabled. Network Card: Integrated Gigabit Ethernet, with USB Mouse, USB Keyboard and Monitor (Min. 17 Inch. Licensed Operating System and Antivirus compatible with trade related software.	10

CATEGORY 02

Smart class Setup

1	Interactive flat panel(Touch screen)	Screen size 75" / 86" inch 20 touch ,android 8 Quad core, ARM Cortex A53, 1.5GHz , 2GB DDR3/8GB , DISPLAY SIZE : 190 cm , RESOLUTION :3840 x 2160	2
2.	Webcam	Sony HDRCX405 9.2MP HD Handycam Camcorder with Free Carrying Case (Black)	1 1
3.	Laptop	Specification : i3 /4gbram/1tb hdd/windows 7/8/10 . Acer ,Lenevo ,HP,Dell	1
4.	PA SYSTEM	Approx. 800watt speaker with blue-tooth , aux with double hand microphone	2
5.	Wireless microphone.	Ahuja Wireless Neckband NBA 30WL with Bluetooth ,SD & Recording Microphone	4

CATEGORY 03

FURNITURE ,CHAIR

1.	Chair for the INSTRUCTOR	with armrest mounted on castor wheels, adjustable height/Standard	10
2.	Operator's chair	with armrest mounted on castor wheels, adjustable height/Standard	50

CATEGORY 04

VEHICLE FOR DRIVER CUM MECHANIC TRADE (01+01+00=02 Units)

1 .	Light Motor Vehicle	Seven Seater Passenger Vehicle		1 No.
		MODEL	Toyota Innova Crysta 2.4 GX 7 SEATER	
		Engine	2393 cc, 4 Cylinders Inline, 4 Valves/Cylinder, DOHC	
		Engine Type	2GD-FTV	
		Fuel Type	Diesel	
		Max Power (bhp@rpm)	148 bhp @ 3400 rpm	
		Max Torque (Nm@rpm)	343 Nm @ 1400 rpm	
		Transmission	Manual - 5 Gears	

Annexure-XI

PRE-CONTRACT INTEGRITY PACT

1. GENERAL

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on,.....day of the month.....20....., between, the Puri Pvt. ITI IMC Society acting through Shri.....(Designation of the officer, Department) IMC (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure (name of the Stores/Equipment/Work/Service) and M/s....., represented by Shri.....Chief Executive Officer (hereinafter called the “BIDDER/Seller”, which expression shall mean and include, unless the context otherwise requires, his successors an permitted assigns) and the Second Party, is willing to offer/ has offered.

1.2. WHEREAS the BIDDER is a Private Company/Public Company/ Government Undertaking/ Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Society under Ministry/Department of the Governments performing its function on behalf of the Government of Chhattisgarh.

2. OBJECTIVES

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

- 2.1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2. Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

- 3.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 3.2. The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.
- 3.3, All the officials of the BUYER will report the appropriate office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same *prima facie* found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or

post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or dis-favour to any person in relation to the contract or any other contract with the Government.
- 4.3. The BIDDER further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the **BIDDER**, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged,
- 4.8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

- 5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

5.2. If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

6.1. Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of.....

(i i) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the..... (BUYER),.....on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP).

6.2. The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.

6.3. In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

7.1, Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore,

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

- (iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but *not* include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

(xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation *for any* loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

7.2. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

8.1. The BIDDER undertakes that if has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT MONITORS

9.1, The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this **Pact**.

9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3, The Monitors shall be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

9.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

9.6. The Monitor will submit a written report to the designated authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations

10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

12. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract,

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at.....,..... on.....

BUYER
Name of the Officer

Designation

Department/ PSU

BIDDER
CHIEF EXECUTIVE OFFICER

Witness

Witness

1).....
.....
2).....
.....

1).....
.....
2).....
.....

ANNEXURE - XII

AN AGREEMENT BETWEEN PURCHASER AND SUPPLIER

(On Non Judicial Stamp Paper of 100 Rs.)

This Deed of Agreement is made and entered into on _____ day of _____ 2019

BETWEEN

Puri Pvt. ITI IMC Society, through it's Secretary, having office at Puri Pvt. ITI Old Bhilai, G. E. road, Vasundhara Nagar(South), Bhilai-3, Distt- Durg, Chhattisgarh (here in after called THE PURCHASER which term shall include its successors and assigns) on the one Part.

AND

_____ having its office at _____

_____ (here in after called THE SUPPLIER which term shall include successors and assigns)
on the other Part.

Whereas Puri Pvt. ITI IMC Society, The Purchaser has to procure the required Tools, Equipment & Machineries as per DGT (Directorate General Of Training, New Delhi) norms & STRIVE rules, and whereas THE PURCHASER is willing to purchase all required need of Tools, Equipment & Machinery for various ITI's as per annexure X. for the purposes mentioned above.

And whereas for this purpose THE PURCHASER desires to appoint a Supplier to supply Tools, Equipment & Machinery.

And whereas THE SUPPLIER expresses their desire to enter into an agreement with THE PURCHASER for the job fully described in Tender Document.

NOW THIS DEED OF AGREEMENT WITNESSES THE TERMS AND CONDITIONS AS FOLLOWS:

1. That the Agreement shall come into force immediately and shall remain valid until the final completion of the job or cancelled by THE PURCHASER.
2. That the materials more specifically described in Tender Document shall be supplied by THE SUPPLIER at various ITI's as per annexure X of Tender Document.
3. That THE PURCHASER reserves the right to change their specified delivery site for any reasonable ground or grounds and the THE SUPPLIER shall be responsible to deliver the materials at the new site. The transportation cost for delivery at the new site will be decided by both the parties.
4. That the quality and quantity of the materials shall be as per specification given by THE PURCHASER as well as samples submitted by THE SUPPLIER and approved by THE PURCHASER.
5. That the delivery of the materials shall be made by THE SUPPLIER at their own cost, management and responsibility as per Tender Document.
6. That THE SUPPLIER should conduct 100% pre-dispatch inspection by authorized Central/State Government Agency (Third Party) before supply at various ITI's.

7. That THE SUPPLIER shall be fully responsible for delivery of the materials in good condition at the specified site of THE PURCHASER through delivery dockets in triplicate.
8. That THE PURCHASER's representative(s) shall inspect the goods at ITI's and reserves the right to reject any goods if the representative(s) considers those to be inferior quality to the approved samples.
9. That the goods rejected by the representative(s) of THE PURCHASER shall be replaced by THE SUPPLIER and THE SUPPLIER shall bear all risks/costs of the materials rejected by THE PURCHASER.
10. That the cost of supply of materials will be payable by THE PURCHASER to THE SUPPLIER.
11. That THE PURCHASER reserves the right to change the quantity of items if they feel necessary during the validity of this Agreement.
12. That THE SUPPLIER shall not without the consent in writing of THE PURCHASER assign or sub-let the contract or any part thereof, or make any agreement with any person/company for the execution of any portion of the supply. In this regard consent by THE PURCHASER will not relieve THE SUPPLIER from full and entire responsibility for this Agreement.
13. That THE SUPPLIER shall indemnify THE PURCHASER in respect of all claims, damages, compensation or expenses payable in consequence of any injury or accident caused by them ie. THE SUPPLIER.
14. That the Applicable Taxes and cost of transportation, or any other incidental charges, if required in connection of the delivery of goods shall be borne by THE SUPPLIER.
15. That if THE SUPPLIER shall in any manner neglect or fail to carry on the work or performance of the terms of the Agreement with due diligence or violates any of the terms of this Agreement THE PURCHASER shall be entitled to cancel The Agreement and demand damages.
16. That if THE SUPPLIER fails to deliver the materials as per Tender Document, penalty will be imposed by THE PURCHASER at the rate of (2% per month) of total contract value for each day of delay.
17. That if any dispute arises in connection with or under this Agreement between the Parties hereto, the matter shall be referred to the civil jurisdiction of Raipur on 1y .
18. Except the above described terms & Condition, All the other terms & condition of Tender Document is also strictly applicable.

Signed on the _____ day of _____ for and on behalf of the Supplier and Purchaser as follows:

SUPPLIER

PURCHASER

1
 2
 3

1
 2
 3

WITNESS

WITNESS

1
 2

1
 2

(Please initial each page).

