



Shri Vishwakarma Skill University

(Established Under Government of Haryana Act No.25 of 2016)

Tender Document for

**Supply of Lab Equipment
(Supply & Installation of CNC Simulator)**

Tender Enquiry No. SVSU/2018/DA/003

Dated: 05.01.2019

Shri Vishwakarma Skill University
Plot 147, Sector 44, Gurugram, Haryana
www.hvsu.ac.in

Notice Inviting Quotation

Sub: Notice Inviting Tenders for Supply & Installation of CNC Simulator

Shri Vishwakarma Skill University, invites sealed Tenders from reputed Manufacturers/ Authorized Dealers /Tenderer for procurement of CNC Simulator

All interested vendors are requested to send their sealed quotation for supply of the above item as per details technical specification given on Page no. 4-5 and as per the Bid Submission details mentioned in Annexure - XI.

The Important information related to tender are as follows:

1. SCHEDULE

1.	EMD Amount	.Rs. 50000/- (Rupees Fifty-Five Thousand only)
		Payable as DD to :
		Beneficiary Name: Haryana Vishwakarma Skill University,
2.	Performance Security	10% of FOB
3.	Warranty	3 Years
4.	Issue of Tender Document	05.01.2019
5.	Last date for receipt of queries	12.01.2019
6.	Date of pre bid meeting <optional>	16.01.2019 at 11.00 AM
7.	Last Date and Time for receipts of	Up to 17:00 Hrs. on 28.01.2019
	Bids	
9.	Place of Bid Submission	Office of Registrar
		Shri Vishwakarma Skill University,
		Plot 147, Sector 44
		Gurugram , Haryana
11.	Address of Communication	Registrar
		Shri Vishwakarma Skill University,
		Plot 147 , Sector 44
		Gurugram Haryana
12.	Contact Phone Numbers	0124 2746800
13.	E-mail Address	registrar.hvsu@gmail.com

*Tender document can also be downloaded (from 05.01.2019) from University Website
www.hvsu.ac.in

2. Instructions to Tenderers

Subject: Invitation for Supply of CNC Simulator

Shri Vishwakarma Skill University, invites offline Bids (Technical bid and Commercial bid) from eligible and experienced OEM (Original Equipment Manufacturer) OR OEM Authorized Dealer for **Supply & Installation of CNC Simulator** with warranty period as stated at "Schedule "on site comprehensive warranty from the date of receipt of the material as per terms & conditions specified in the tender document

Tenderers can access tender documents on the website of the University and fill them with all relevant information and submit the completed tender document offline as per the schedule to:

The Registrar

Shri Vishwakarma Skill University,

Plot No 147 Sector 44, Gurugram, Haryana

Technical and Financial bids to be submitted in two sealed envelopes and these envelopes should be placed in one envelope on which "Tenders for Supply & Installation of CNC Simulator" to be mentioned.

3. Technical Specifications:

1. Standalone Version of CNC Simulator with latest version
2. Up-gradations are on Perpetual basis for life time @ Free of Cost
3. Perpetual licenses and USB Dongles usable in Standalone mode.
4. Offered financials for the Supply & Installation at site & Training to trainers with commitment to offer on site after sales Services in the period of Warranty and updation /maintenance contract for the Software offered to supply, as agreed in the Technical bid.
5. Agree to offer services for onsite updation maintenance contract for the next three years for the Software(s) supplied through this Tender.

A	CNC Training Simulator
1.	FANUC, Siemens (SINUMERIK), Mitsubishi, Spain (Fagor), USA (HAAS VF) and many more Panel styles to operate for both CNC Turning Center & CNC Vertical Machining Center.
2	CNC Part Program or import CAM NC program then simulate in Simulator.
B.	Main features required in CNC Simulator
1	43 CNC systems in Simulator.
2	3D Modeling based OPEN GL
3	Dynamic rotation, zoom, move, full screen, switch views, etc.
4	G Code \. Support ISO-1056 preparatory function code (G code), assistant function code(M code) and other instructions
5	FANUC, SIEMENS polar coordinate programming, G02, G03 spiral interpolation
6	G code debug Tool
7	Custom code and cycles in different NC system are supported
8	Simulate post process file produced by UG, Pro-E, Master CAM.
9	Windows Movie recording and replay
10	Operation process (AVI) recording and replay

11	Work piece setting and mounting
12	Vertical and horizontal tool change systems
13	Machining with coolant, sound and chips effect
14	Measuring tools: edge finder, feeler gauge, micrometer, calipers etc
15	Management tool and performance parameters adopt database technology
16	Embedded all kind of tools. Supporting customize tool
17	Three-dimensional size measure of machined
18	Work piece
19	Roughness measure based tool cutting parameters
20	Automatic update online.

4. TERMS & CONDITIONS

- 4.1 Due date:** The tender has to be submitted off-line on or before the due date. The offers received after the due date and time will not be considered.
- 4.2 Preparation of Bids:** The offer/bid should be submitted in two bid systems (i.e.) Technical bid and financial bid. The technical bid should consist of all technical details along with commercial terms and conditions. Financial bid should indicate item wise price for the items mentioned in the technical bid.
- 4.3 EMD (if applicable):** The Tenderer should submit an EMD amount in for of Demand Draft drawn in favour of Haryana Vishwakarma Skill University. The Technical Bid without EMD would be considered as UNRESPONSIVE and will not be accepted. The EMD will be refunded without any interest to the unsuccessful Tenderers after the award of contract. Refer to Schedule (at page 2 of this document) for its actual place of submission.
- 4.4 Refund of EMD:** The EMD will be returned to unsuccessful tenderers only after the Tenders are finalized. In case of successful Tenderer, it will be retained till the successful and complete installation of the equipment.
- 4.5 Opening of the tender:** The bid will be opened by a committee duly constituted for this purpose in presence of Tenderer's representative if available. Only one representative will be allowed to participate in the tender opening. Bid received without EMD will be rejected. The technical bid will be opened first and it will be examined by a technical committee (as per specification and requirement). The financial offer/bid will be opened only for the offer/bid which are technically qualified as per the specification, and will be opened in the presence of the vendor's representatives subsequently for further evaluation. The tenderer if interested may participate on the tender opening Date and Time. The tenderer should produce authorization letter from their company to participate in the tender opening. The University may call bidders for demonstration of the equipment during technical evaluation. The University will not pay any TA/DA for presentation/ demonstration.
- 4.6 4.6 Acceptance/ Rejection of bids: The Committee reserves the right to reject any bid not fulfilling the eligibility criteria.**
- 4.7 Eligibility Criteria:**
- I. Tenderer should be the manufacturer / authorized dealer. Letter of Authorization from original equipment manufacturer (OEM) specific to the tender should be enclosed.

- II. An undertaking from the OEM is required stating that they would facilitate the tenderer on a regular basis with technology/product updates and extend support for the warranty as well. (Ref. Annexure-IV)
- III. OEM should be Nationally/Internationally reputed Company.
- IV. Non-compliance of tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between tenderer specification and supporting documents etc. may lead to rejection of the bid.
- V. In the tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- VI. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on

4.8 Performance Security: The supplier shall require to submit the performance security in the form of irrevocable bank guarantee issued by any Indian Nationalized Bank for an amount which is stated at the "Schedule" of the tender document within 21 days from the date of receipt of the purchase order and should be kept valid for a period of 60 days beyond the date of completion of warranty period.

4.9 Force Majeure: The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- (i) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (ii) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

4.10 Risk Purchase Clause: In event of failure of supply of the item/equipment within the stipulated delivery schedule, the purchaser has all the right to purchase the item/equipment from the other source on the total risk of the supplier under risk purchase clause.

4.11 Packing Instructions: Each package will be marked on three sides with proper paint/indelible ink, the following:

- I. Item Nomenclature
- II. Order/Contract No.
- III. Country of Origin of Goods
- IV. Supplier's Name and Address

- V. Consignee details
- VI. Packing list reference number

4.12 Delivery and Documents:

Delivery of the goods should be made within a maximum of 04 to 06 weeks from the date of placement of purchase order. Within 24 hours of shipment, the supplier shall notify the purchaser and the insurance company by cable/telex/fax/e mail the full details of the shipment including contract number, railway receipt number/ AAP etc. and date, description of goods, quantity, name of the consignee, invoice etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- I. 4 Copies of the Supplier invoice showing contract number, goods' description, quantity
- II. unit price, total amount;
- III. Insurance Certificate if applicable;
- IV. Manufacturer's/Supplier's warranty certificate;
- V. Inspection Certificate issued by the nominated inspection agency, if any
- VI. Supplier's factory inspection report; and
- VII. Certificate of Origin (if possible by the beneficiary);
- VIII. Two copies of the packing list identifying the contents of each package.
- IX. The above documents should be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

4.13 Liquidated Damages (L.D):

If a supplier fails to execute the order in time as per the terms and conditions stipulated therein, it will be open to the purchaser to recover liquidated damages for delay in delivery and installation from the supplier at the rate 0.5% of the value of the stores per week subject to a maximum of 10% of the total order value. The L.D charges can be increased in case of gross violation of the Purchase Order terms as decided by the Vice Chancellor of the University.

- 4.14 Prices:** The price should be quoted in net per unit (after breakup) and must include all packing and delivery charges. The offer/bid should be exclusive of taxes and duties, which will be paid by the purchaser as applicable. However, the percentage of taxes & duties shall be clearly indicated.

- 4.15 Progress of Supply:** Wherever applicable, supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:

- (i) Quantity offered for inspection and date
- (ii) Quantity accepted/rejected by inspecting agency and date
- (iii) Quantity dispatched/delivered to consignees and date
- (iv) Quantity where incidental services have been satisfactorily completed with date;
- (v) Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date
- (vi) Date of completion of entire Contract including incidental services, if any

- (vii) Date of receipt of entire payments under the Contract (In case of stage-wise inspection, details required may also be specified).

4.16 Resolution of Disputes: The dispute resolution mechanism would be as follows:

- a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Vice Chancellor, Shri Vishwakarma Skill University and if he is unable or unwilling to act, the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
- b) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (i) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.
- c) The venue of the arbitration shall be the place from where the order is issued.

4.17 Applicable Law: The place of jurisdiction would be Haryana

4.18 Right to Use Defective Goods

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

4.19 Transfer and Subletting: The supplier shall not sublet, transfer, assign or otherwise part with the acceptance to the tender or any part thereof, either directly or indirectly, without the prior written permission of the Purchaser.

4.20 Supplier Integrity

The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

4.21 Installation & Demonstration

The supplier is required to do the installation and demonstration of the equipment within one week of the arrival of materials at the SVSU, Gurugram, site of installation, otherwise the penalty clause will be the same as per the supply of materials. In case of any damage to equipment and supplies during the carriage of supplies from the origin of equipment to the installation site, the supplier has to replace it with new equipment/supplies immediately at his own risk. Supplier will

settle his claim with the insurance company as per his convenience. SVSU will not be liable to any type of losses in any form.

4.22 Insurance: For delivery of goods at the purchaser's premises, the insurance shall be obtained by the supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes. The insurance shall be valid for a period of not less than 3 months after installation and commissioning. In case of orders placed on FOB/FCA basis, the purchaser shall arrange Insurance. If orders placed on CIF/CIP basis, the insurance should be up to SVSU, Gurugram Campus.

4.23 Warranty:

- I. Warranty period shall be (as stated at "Schedule "of this tender) from date of installation of Goods and acceptance at SVSU. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests. The warranty should be comprehensive on site.
- II. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall arrange to repair or replace the defective goods or parts within 03 days free of cost in SVSU Gurugram Campu. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. The period for correction of defects in the warranty period is 03 days. If the supplier having been notified fails to remedy the defects within 03 days, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expenses and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.
- III. The warranty period should be clearly mentioned. The maintenance charges (AMC) under different schemes after the expiry of the warranty should also be mentioned. The comprehensive warranty will commence from the date of the satisfactory installation/commissioning of the equipment against the defect of any manufacturing, workmanship and poor quality of the components.

4.24 Governing Language

The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

4.25 Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction.

4.26 Notices

- (i) Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX or e mail and confirmed in writing to the other party's address.
- (ii) A notice shall be effective when delivered or on the notice's effective date, whichever is later.

4.27 Taxes

Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser. However, GST in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order.

4.28 Payment:

- (i) For Indigenous supplies, 100% payment shall be made by the Purchaser against delivery, inspection, successful installation, commissioning and acceptance of the equipment at SVSU, Gurugram Campus in good condition and to the entire satisfaction of the Purchaser and on production of unconditional performance bank guarantee as specified in Clause 4.8 of tender terms and conditions.

4.29 User list: Brochure detailing technical specifications and performance, list of industrial and Government educational establishments where the items enquired has been supplied by the Bidder or their OEM/Manufacture has undertaken such work during last three years must be provided. (Ref. Annexure-V).

4.30 Manuals and Drawings:

- I. Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications.
- II. The Manuals shall be in the ruling language (English) in such form and numbers as stated in the contract.
- III. Unless and otherwise agreed, the goods equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawing have been supplied to the Purchaser.

4.31 Application Specialist: The Tenderer should mention in the Techno-Commercial bid the availability and names of Application Specialist and Service Engineers in the nearest regional office. (Ref. to Annexure-V)

4.32 Site Preparation: The supplier shall inform to the Institute about the site preparation, if any, needed for the installation of equipment, immediately after the receipt of the purchase order. The supplier must provide complete details regarding space and all the other infrastructural requirements needed for the equipment, which the Institute should arrange before the arrival of the equipment to ensure its timely installation and smooth operation thereafter.

The supplier may visit the Institute and see the site where the equipment is to be installed and may offer his advice and render assistance to the Institute in the preparation of the site and other pre-installation requirements.

4.33 Spare Parts

The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier. Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and In the event of termination of production of the spare parts; Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested. Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.

4.34 Defective Equipment: If any of the equipment supplied by the Supplier is found to be substandard, refurbished, un-merchantable or not in accordance with the description/specification or otherwise faulty, the committee will have the right to reject the equipment or its part. The prices of such equipment shall be refunded by the Supplier with 18% interest if such payments for such equipment have already been made. All damaged or unapproved goods shall be returned at suppliers cost and risk and the incidental expenses incurred thereon shall be recovered from the supplier. Defective part in equipment, if found before installation and/or during warranty period, shall be replaced within 7 days on receipt of the intimation from this office at the cost and risk of supplier including all other charges. In case supplier fails to replace above item as per above terms & conditions, SVSU may consider "Banning" the supplier.

4.35 Termination for Default

- (i) The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
 - a. If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser; or
 - b. If the Supplier fails to perform any other obligation(s) under the Contract.
 - c. If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (ii) For the purpose of this Clause:
 - a) **"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - b) **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderer (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;""

- (iii) In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

4.36 Shifting: Once our new Academic Block will be ready, the supplier has to shift and reinstall the instrument free of cost (if required).

4.37 Training of Personnel: The supplier shall be required to undertake to provide the technical training to the personnel involved in the use of the equipment at the Institute premises, immediately after completing the installation of the equipment as per Annexure X

4.38 Compliancy certificate: This certificate must be provided indicating conformity to the technical specifications. (Annexure-I)

4.39 Evaluation of Offer:

- i. L1 will be decided on the basis of the total as quoted in the price bid.
- ii. Offer which deviates from the vital conditions (as illustrated below) of the tender shall be rejected:
 - a. Non submission of complete offers.
 - b. Receipt of offers after due date and time and or by email / fax (unless specified other-wise).
 - c. Receipt of offers in open conditions.
- iii. In case any TENDERER is silent on any clauses mentioned in this tender document, the Institute shall construe that the TENDERER had accepted the clauses as per the invitation to tender.
- iv. No revision in the terms and conditions quoted in the offer will be entertained after the last date and time fixed for receipt of tenders.

COMPLIANCE SHEET

TECHNICAL SPECIFICATION

S.NO	Specifications	Specification required in Tender document	Compliance (Y/N)
1	43 CNC systems in Simulator.		
2	3D Modeling based OPEN GL		
3	Dynamic rotation, zoom, move, full screen, switch views, etc.		
4	G Code \. Support ISO-1056 preparatory function code (G code), assistant function code(M code) and other instructions		
5	FANUC, SIEMENS polar coordinate programming, G02, G03 spiral interpolation		
6	G code debug Tool		
7	Custom code and cycles in different NC system are supported		
8	Simulate post process file produced by UG, Pro-E, Master CAM.		
9	Windows Movie recording and replay		
10	Operation process (AVI) recording and replay		
11	Work piece setting and mounting		
12	Vertical and horizontal tool change systems		
13	Machining with coolant, sound and chips effect		
14	Measuring tools: edge finder, feeler gauge, micrometer, calipers etc		
15	Management tool and performance parameters adopt database technology		
16	Embedded all kind of tools. Supporting customize tool		

17	Three-dimensional size measure of machined		
18	Work piece		
19	Roughness measure based tool cutting parameters		
20	Automatic update online.		

I have also enclosed all relevant documents in support of my claims, (as above) in the following pages.

Signature of Tenderer

Name: _____

Designation: _____

Organization Name: _____

Contact No.: _____

**<< Organization Letter Head >>
DECLARATION SHEET**

We, _____ hereby certify that all the information and data furnished by our organization with regard to these tender specifications are true and complete to the best of our knowledge. I have gone through the specifications, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

This is certified that our organization has been authorized (Copy attached) by the OEM to participate in Tender. We further certify that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, OEM has agreed to support on regular basis with technology / product updates and extend support for the warranty.

We, further specifically certify that our organization has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.

NAME & ADDRESS OF THE Vendor/ Manufacturer / Agent	
Phone	
Fax	
E-mail	
Contact Person Name	
Mobile Number	
TIN Number	
PAN Number	
(In case of on-line payment of Tender Fees)	
UTR No. (For Tender Fee)	
(In case of on-line payment of EMD)	
UTR No. (For EMD)	

(Signature of the Tenderer)

Name:

Seal of the Company

LIST OF GOVT. ORGANIZATION/DEPARTMENT

List of Government Organizations for whom the Tenderer or their OEM/Manufacture has undertaken such work during last three years (must be supported with work orders)		
Name of the organization	Name of Contact Person	Contact No.

Name of application specialist / Service Engineer who have the technical competency to handle and support the quoted product during the warranty period.		
Name of the organization	Name of Contact Person	Contact No.

Signature of Tenderer

Name: _____

Designation: _____

Organization Name: _____

Contact No.: _____

FORMAT FOR PERFORMANCE BANK GUARANTEE

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT GURUGRAM OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT GURUGRAM OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT GURUGRAM. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.)

To,
The Registrar
Shri Vishwakarma Skill University,
Gurugram
India

LETTER OF GUARANTEE

WHEREAS Shri Vishwakarma Skill University, Gurugram (Buyer) have invited Tenders vide Tender

No.....dt.....for
purchase of and whereas the said tender document requires that any eligible successful tenderer (seller) wishing to supply the equipment /machinery etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favor of **“Haryana Vishwakarma Skill University”** in the form of Bank Guarantee for Rs and valid till **three years** from the date of issue of Performance Bank Guarantee may be submitted within 21 (Twenty-One) days from the date of acceptance as a successful tenderer.
NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the equipment / machinery, etc. this bank shall pay to Shri Vishwakarma Skill University, Gurugram on demand and without protest or demur Rs (Rupees.....).
This bank further agrees that the decision of SVSU, Gurugram (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.
We, (name of the bank & branch) hereby further agree that the guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/or Shri Vishwakarma Skill University, Gurugram (Buyer).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs. (Indian Rupees only).
2. This Bank Guarantee shall be valid up to (date) and

3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if Institute serve upon us a written claim or demand on or before(date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at (Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

Instruction to Bank: Bank should note that on expiry of Guarantee Period, the Original Guarantee will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER

Date: / /

The Registrar
Shri Vishwakarma Skill University,
Gurugram

Sub: Authorization for release of payment / dues from Shri Vishwakarma Skill University, through
Electronic Fund Transfer/RTGS Transfer.

1. Name of the Party/Firm/Company/Institute:

2. Address of the Party:

City _____

Pin Code _____

E-Mail ID _____

Mob No: _____

Permanent Account Number _____

3. Particulars of Bank

Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No			
(9 Digit number appearing on the MICR Bank of the Cheque supplied by the Bank, please attach a Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)			
IFS Code:(11-digit alphanumeric code)			
Account Type	Savings	Current	Cash Credit
Account Number:			

DECLARATION

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information I shall not hold Registrar, Shri Vishwakarma Skill University, responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through NEFT/RTGS Transfer.

Place: _____

Date: _____

Signature & Seal of the Authorized Signatory of the Party

Certified that particulars furnished above are correct as per our records

Bankers Stamp:

Date: _____

Signature of the Authorized Official from the Bank

N.B: Please fill in the information in CAPITAL LETTERS, computer typed; please TICK wherever it is applicable.

MANUFACTURERS' AUTHORIZATION FORM

[The Tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.

Date: [insert date (as day, month and year) of Bid Submission]

Tender No.: [insert number from Invitation for Bids]

To: [insert complete name and address of Purchaser]

WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Tenderer] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 4.8 of the Terms and Conditions, with respect to the Goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Tenderer]

Dated on _____ day of _____, _____ [insert date of signing]

(to be printed on Supplier's letterhead)

INTEGRITY PACT

General

This pre-bid pre-contract Agreement hereinafter called the Integrity Pact is made on..... day of the month of....., between, on one hand, the Vice Chancellor of SVSU acting through Registrar, SVSU, GURUGRAM hereinafter called the “BUYER” of the first part and M/s..... represented by Shri, Director /Chief Executive Officer/ General Manager hereinafter called the “TENDERER/Seller” of the second part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the TENDERER/Seller is willing to offer/has offered the stores and WHEREAS the TENDERER 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 an Autonomous Body/Department of the Government of Haryana.

NOW, THEREFORE, 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 currency of the contract to be entered into with a view to enabling the BUYER to obtain the desired said stores / equipment 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 Enabling Tenderer to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the BUYER:

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the TENDERER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bid-ding process, bid evaluation, contracting or implementation process related to the Contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all Tenderer alike, and will provide to all Tenderer the same information and will not provide any such information to any particular TENDERER which could afford an advantage to that particular TENDERER in comparison to other Tenderer.

- 1.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official (s) is reported by the TENDERER to the BUYER, with full and verifiable facts and the same is 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.

2 Commitments of TENDERER:

The TENDERER commits itself to take all measures necessary to prevent corrupt practices, un-fair 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:

- 2.1 The TENDERER will not offer, directly or through intermediaries, any bribe, consideration, gift, reward, favor, 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.
- 2.2 The TENDERER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, 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 favor or disfavor to any person in relation to the Contract or any other Contract with the Government.
- 2.3 Tenderer shall disclose the name and address of agents and representatives and Indian Tenderer shall disclose their foreign principals or associates.
- 2.4 Tenderer shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.
- 2.5 The TENDERER further confirms and declares to the BUYER that the TENDERER is the original manufacturer/ integrator/ authorized government sponsored export entity of the defense 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 TENDERER, 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.

- 2.6 The TENDERER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments 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.
- 2.7 The TENDERER 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.
- 2.8 The TENDERER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 The TENDERER shall not use improperly, for purposes 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 proposals and business details, including information contained in any electronic data carrier. The TENDERER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.10 The TENDERER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The TENDERER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 If the TENDERER or any employee of the TENDERER or any person acting on behalf of the TENDERER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the TENDERER's firm, the same shall be disclosed by the TENDERER at the time of filing of tender. The term relative for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.13 The TENDERER 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.

3 Previous Transgression

- 3.1 The TENDERER 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 TENDERER's exclusion from the tender process

- 3.2 The TENDERER agrees that if it makes incorrect statement on this subject, TENDERER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4 Earnest Money Deposit

- 4.1 While submitting bid, the TENDERER shall deposit an amount mentioned in tender document as Earnest Money, with the Institute through the following instruments:
- 4.1.1 The tenderer should submit an EMD amount through NEFT/RTGS. The Technical Bid without EMD would be considered as UNRESPONSIVE and will not be accepted. The EMD will be refunded without any interest to the unsuccessful tenderer after the award of contract.
- 4.2 No interest shall be payable by the BUYER to the TENDERER on Earnest Money for the period of its currency.
- 4.3 In case of successful TENDERER, EMD will be returned within 30 days from the date of submission of Performance Bank Guarantee.

5. SECURITY DEPOSIT /PERFORMANCE GUARANTEE:

- 5.1 Performance Bank Guarantee is mandatory.
- 5.2 Successful tenderer/ tenderer should submit performance guarantee as prescribed above to be received in the office Registrar, Stores & Purchase Section on or before 30 days from the date of issue of order acknowledgement. The performance bank guarantee to be furnished in the form of Bank Guarantee as per Annexure-VI of the tender documents, for an amount covering 10% of the purchase order value.
- 5.3 The Performance Bank Guarantee should be established in favor of **Haryana Vishwakarma Skill University,** through any Bank situated at Gurugram or outstation with a clause to enforced the same on their local branch at Gurugram. Performance Bank Guarantee shall be for the due and faithfully performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the purchaser under the terms and conditions of acceptance to tender.
- 5.4 The successful tenderer is entirely responsible for due performance of the contract in all respects according to the speed, intent and meaning of the terms and conditions and specification and all other documents referred to in the acceptance of tender.

5.5 The performance bank guarantee shall be kept valid during the period of contract and shall continue to be enforceable for a period of two years from the date of order acknowledgement.

6. Sanctions for Violations

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

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

6.1.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bank Guarantee (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

6.1.3 To immediately cancel the contract, if already signed without giving any compensation to the TENDERER.

6.1.4 To recover all sums already paid by the BUYER, and in case of an Indian TENDERER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a TENDERER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the TENDERER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

6.1.5 To encash the advance bank guarantee and performance guarantee/warranty bond, if furnished by the TENDERER, in order to recover the payments, already made by the BUYER, along with interest.

6.1.6 To cancel all or any other contracts with the TENDERER. The TENDERER 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 TENDERER.

6.1.7 To debar the TENDERER from participating in future bidding processes of the Government for a minimum period of two years, which may be further extended at the discretion of the BUYER.

6.1.8 To recover all sums paid in violation of this pact by the TENDERER(s) to any middleman or agent or broker with a view to securing the contract.

6.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the TENDERER, the same shall not be opened.

6.1.10 Forfeiture of Performance Bank Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1.1 to 6.1.10 of this Pact also on the Commission by the TENDERER or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

7. Fall Clause

The TENDERER undertakes that it has not supplied/is not supplying similar product/systems or sub-systems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and if it is found at any stage that similar product/system or subsystem was supplied by the TENDERER to any other Ministry/Department of the Government of India or 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 TENDERER to the BUYER, if the contract has already been concluded.

8. Independent monitors

- 8.1 The BUYER may appoint Independent Monitors (hereinafter referred to as Monitors) for this pact.
- 8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.3 The Monitor shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of the meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this pact, he will so inform the Authority designated by the BUYER.
- 8.6 The TENDERER(s) accepts that the Monitor has the right to access without restriction to all project documentation of the BUYER including that provided by the TENDERER. The TENDERER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to

treat the information and documents of the TENDERER/Subcontractor(s) with confidentiality.

- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/ Secretary in the Department/within 08 to 10 weeks from the date of reference or intimation to him by the BUYER / TENDERER and, should the occasion arise, submit proposals for correcting problematic situations.

9. 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 TENDERER and the TENDERER shall provide necessary information & documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and Jurisdiction is the Seat of the BUYER.

11. 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 extant law in force relating to any civil or criminal proceedings.

12. Validity

- 1.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 3 years or the complete execution of the contract to the satisfaction of both the BUYER and the TENDERER/ Seller, including warranty period, whichever is later. In case TENDERER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 1.2 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact.

BUYER

TENDERER

SVSU

Signature with seal

Date & Place:

Date & Place:

Witness

Witness

1 _____

1. _____

(Indenter)

Training Requirement

1.	Product Description	Supply & Installation of CNC Simulator
2.	No of Attendees	Faculty of University
3.	No. of Days	1-2 Days
4.	Type of Training	Operational Training / Maintenance Training

BID SUBMISSION**Offline Bid Submission:**

The Offline bids (complete in all respect) must be sealed in two Envelops as explained below: -

Sl. No.	Documents	Content
		Technical supporting documents in support of all claims made at Annexure- I
		Terms and Conditions Annexure – II – Signed on each page with seal
		Compliance Sheet Annexure - III
		Organization Declaration Sheet as per Annexure - IV
		List of organizations/ clients where the same products have been supplied
		(in last two years) along with their contact number(s). (Annexure-V)
		Format For Performance Bank Guarantee (Annexure VI)
	Technical Bid	Mandate Form for Electronic Fund Transfer/RTGS Transfer (Annexure VII)
		Manufacturers' Authorization Form (Annexure-VIII)
		Integrity Pact (Annexure IX)
		Training Requirement (Annexure –X)
		Bid Submission List (Annexure –XI)

Envelope – 2

Sl. No.	TYPES	Content
1.	Financial Bid	Price bid

PRICE BID
(For Indigenous items)

Reference/Tender No.: -

Due Date: -

Sl. No	Description of item & specification with Make & Model No.	Qty. In Units	Unit Price	Dis-count%	Excise/ Custom Duty %	GST %	Other charges if any please specify details	Total Price
1.	Supply & Installation at site & Training to trainers on CNC Simulator along with all accessories as per given specifications	01						

1. Delivery Mode: - Delivery at University, at site only.
2. Total price bids in the above column should be inclusive of all taxes and levies transport, loading, unloading etc.
3. Delivery Period:days
4. Validity of the bid 120 days from the date of submission of quotation/tender.
5. Terms of payment: Payment within 30 days from the date submission of bill Acceptance Certificate to concerned department/section/S&P section.

Signature.....

Name.....

Business Address.....

Affix Rubber Stamp.....

Place:

Date: