



श्री विश्वकर्मा कौशल विश्वविद्यालय

(हरियाणा सरकार, एक्ट संख्या 25, 2016 के तहत)

Shri Vishwakarma Skill University

Plot 147, Sector 44, Gurugram, Haryana

Tender Document for

Supply of Lab Equipment

(Supply and Installation of Welding Simulator)

Tender No: SVSU/2019/DA/T005

Dated: 09/09/2019

Notice Inviting Quotation

Sub: Notice Inviting Tenders for Supply & Installation of Welding Simulator Lab.

Shri Vishwakarma Skill University, invites sealed Tenders from reputed Manufacturers/ Authorized Dealers /Tenderer for Supply & Installation of Welding Simulator.

All interested vendors are requested to send their sealed quotation for supply of the above item as per details of the technical specification given on Annexure - II and as per the Bid Submission details mentioned in Annexure - XII. The Important information related to tender are as follows:

1. SCHEDULE

1.	EMD Amount	Rs. 80000/- (Rupees Eighty Thousands only) Beneficiary Name: Haryana Vishwakarma Skill University, Gurugram.
2.	Performance Security	10% of the Purchase order Value
3.	(Tender Fee + E-Service Fee) + 18% GST in the form of Demand draft	(2000/- + 1000/-) + 540/- = 3540/- (Rupees Three Thousand Five Hundred Forty only) Beneficiary Name: Haryana Vishwakarma Skill University, Gurugram.
4.	Product Warranty Period	3 Years
5.	Issue of Tender Document	09/09/2019
6.	Online Tender Purchase Start Date	09/09/2019
7.	Last date /time for receipt/Submission of online proposals	Up to 17:00 Hrs. on 07/10/2019
8.	Last Date and Time for receipts of EMD Amount and (Tender Fee + E-Service Fee) + 18% GST	Up to 17:00 Hrs. on 10/10/2019
9.	Last date for receipt of queries	16/09/2019
10.	Date of pre bid meeting	17/09/2019 at 11:00AM
11.	Opening of Technical Bid	12/10/2019
12.	Technical Presentation	21/10/2019
13.	Financial Bid	Subsequent date to be informed later.
14.	Validity period of Proposal	180 Days
15.	Place of Bid Submission	Registrar Shri Vishwakarma Skill University, Plot 147, Sector 44, Gurugram , Haryana
16.	Address of Communication	Registrar Shri Vishwakarma Skill University, Plot 147, Sector 44, Gurugram Haryana
17.	Contact Phone Numbers	0124-2746800
18.	E-mail Address	Registrar.hvsu@gmail.com

- Tender document can also be downloaded (from 09/09/2019) from University Website www.svsu.ac.in
- # University reserved the right to change any Date, Time and condition of Tendering without assigning any reasons and reserve all the rights.
- @ Exemption on the payment of Tender fee, Performance Security and Earnest Money Deposit (EMD) is subjected to fulfilment of conditions mentioned in Haryana State Public Procurement Policy for MSMEs- 2016.
- Amendments to EOI, if any, would be published on e-procurement website only, and not in newspaper. The Shri Vishwakarma Skill University, Haryana reserves all the rights to accept or reject any or all tenders without assigning any reasons.

2. Instructions to Tenderers

Subject: Invitation for Supply & Installation of Welding Simulator Lab.

Shri Vishwakarma Skill University, invites offline Bids (Technical bid and Financial bid) from eligible and experienced OEM (Original Equipment Manufacturer) OR OEM Authorized Dealer for **Supply & Installation of Welding Simulator lab** 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 online as per the schedule to <https://etenders.hry.nic.in> and send the Tender Fee and EMD amount to:

The Registrar

Shri Vishwakarma Skill University,

Plot No 147 Sector 44, Gurugram, Haryana.

Tender fee and EMD amount to be submitted in sealed envelopes which have the superscription “Tenders for Supply & Installation of Welding Simulator” and Tender Number. The quotation/tender, **where the superscription is not mentioned on the envelope by the tenderer, may not be entertained.**

2.1. INSTRUCTION TO BIDDER FOR E-TENDERING

***Note:** Following conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.*

2.2.1. E-Tendering:

- 2.2.1.1.** For participation in e-tendering module of Shri Vishwakarma Skill University, Haryana it is mandatory for prospective bidders to get registration on website <https://etenders.hry.nic.in>
- 2.2.1.2.** Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest.
- 2.2.1.3.** Tender documents can be downloaded from website <http://www.svsu.ac.in>. However, the bidders have to upload complete tender document on e-portal.
- 2.2.1.4.** E-service/gateway charges shall be borne by the bidders.
- 2.2.1.5.** As per the directions of the Controller of Certifying Authorities, Ministry of Communication and Information Technology, Government of India, a **Class II Digital Certificate** shall be required to bid for all tenders solicited electronically. If the bidder does not have such a certificate,

it may be obtained from any of the registering authorities or certification authorities. Kindly note that it may take at least three-five business days for the issue of a digital certificate. Bidders are advised to plan their time accordingly. Shri Vishwakarma Skill University, Haryana shall bear no responsibility for accepting bids which are delayed due to non-issuance or delay in issuance of such digital certificate.

- 2.2.1.6. If bidder is bidding first time for e-tendering, then it is obligatory on the part of bidder to fulfil all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
- 2.2.1.7. Bidders are requested to visit our e-tendering website regularly for any clarifications and/or due date extension or corrigendum.
- 2.2.1.8. Bidder must positively complete online e-tendering procedure at <https://etenders.hry.nic.in>
- 2.2.1.9. Shri Vishwakarma Skill University, Haryana shall not be responsible in any way for delay / difficulties / inaccessibility of the downloading facility from the website for any reason whatsoever.
- 2.2.1.10. For any type of clarifications bidders/contractors can visit <https://etenders.hry.nic.in> and <http://www.svsu.ac.in>.
- 2.2.1.11. The bidder whosoever is submitting the tender by his Digital Signature Certificate shall invariably upload the scanned copy of the authority letter as well as submit the copy of the same in physical form with the offer of this tender.
Apart from uploading e-tender on website, bidder has to deposit EMD and EOI tender fee + E-service fees in form of Demand Draft drawn in favour of **“Haryana Vishwakarma Skill University, Gurugram”** and submitted to **The Registrar, Shri Vishwakarma Skill University, Gurugram** and submit its proof in separate envelopes along-with other documents as detailed below:

Technical Bid and Financial Bid has to be submitted online only. EMD and EOI tender fee + E-service fees are to be kept in one sealed envelope in physical form. This envelope should be properly super scribed that “Tenders for Supply & Installation of Welding Simulator” and Tender Number. This envelope should be submitted physically on or before the last date of submission. Tenders/Proposals received within specified time (e-tender as well as physical submission) shall only be opened on the date/time specified in tender document.

The prospective bidders will upload scanned self-certified copies of requisite documents as required in e-tendering process.

2.2.1.12. The tenders uploaded without submitting the EMD and EOI tender fee + E-service fees in physical form, shall be disqualified.

2.2.1.13. The tender documents fees shall not be refunded.

2.2.1.14. No Proposal will be accepted without valid EOI cost and Earnest Money Deposit.

2.2.2. Technical bid: -

Bidders must positively complete online e-tendering procedure at <https://etenders.hry.nic.in>. They shall have to submit the documents as prescribed in the EOI online in the website. The website/e-portal may accept a file sizing upto 10 MB, however, the bidders may submit their complete bids (with all the requisite documents) in multiple files.

2.2.3. Financial bid: -

Bidder must submit the Price/Financial bid document as per the format given in EOI/available online and uploaded as per instructions therein. **Physical submission of price bid will not be considered.** The financial bids of technically qualified bidders shall be opened online at the notified date. The bidder can view the financial bid opening date by logging into web-site.

2.2.4.1. On the due date of e-tender opening, the technical bids of bidders will be opened online. Shri Vishwakarma Skill University, Haryana reserves the right for extension of due date of opening of technical bid.

2.2.4.2. Shri Vishwakarma Skill University, Haryana reserves the right to accept or reject any or all tenders without assigning any reason what so ever.

2.2.4.3. In case, due date for Physical submission & opening of tender happens to be a holiday, the due date shall be shifted to the next working day for which no prior intimation will be given.

2.2.4.4. Any change/modifications/alteration in the EOI by the Bidder shall not be allowed and such tender shall be liable for rejection.

For amendment, if any, please visit <http://www.svsu.ac.in> and <https://etenders.hry.nic.in> web site regularly. In case of any bid amendment and clarification, the responsibility lies with the bidders to note the same from web site. The **Shri Vishwakarma Skill University, Haryana** shall have no responsibility for any delay/omission on part of the bidder.

<< Organization Letter Head >>

3. TERMS and CONDITIONS

3.1 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. No application will be received through e-mail/fax. The University would not be responsible for any postal delay.

3.2 Tender Fee (Non-Refundable): The tenderer should submit a non-refundable tender fee in form of Demand Draft drawn in favour of “**Haryana Vishwakarma Skill University**”. The Technical Bid without Tender fee would be considered as UNRESPONSIVE and will not be accepted. The tender fee will not be returned/refunded to any tenderer in any circumstances.

☞ Exemption on the payment of Tender Fee is subjected to fulfilment of conditions mentioned in Haryana State Public Procurement Policy for MSMEs- 2016.

3.3 Preparation of Bids: The Technical and financial offer/bid should be submitted online. 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.

3.4 Earnest Money Deposit (EMD) (if applicable): The Tenderer should submit an EMD amount in form 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 Purchase Order. Refer to Schedule for its actual place of submission. The Earnest Money Deposit (EMD) in other form viz., Pay Order/Cheque etc. shall not be accepted.

☞ Exemption on the payment of Earnest Money Deposit (EMD) is subjected to fulfilment of conditions mentioned in Haryana State Public Procurement Policy for MSMEs- 2016.

3.5 Refund of EMD: The EMD will be returned to unsuccessful tenderers only after the award of Purchase Order. In case of successful Tenderer, it will be retained till the successful and complete installation of the equipment.

3.6 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 or incomplete will be rejected outrightly. 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.

3.7 Acceptance/ Rejection of bids: The Committee reserves the right to reject any bid not fulfilling the eligibility criteria.

Eligibility Criteria:

- 3.7.1** Tenderer should be the manufacturer / authorized dealer. Letter of Authorization from original equipment manufacturer (OEM) specific to the tender should be enclosed (Annexure – IX).
- 3.7.2** 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. (Annexure - IV)
- 3.7.3** OEM should be Nationally/Internationally reputed Company.
- 3.7.4** 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.
- 3.7.5** In the tender, either the 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.
- 3.7.6** If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
- 3.7.7** Sample for offered items may be asked from tender during technical evaluation.

3.8 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 (Annexure – VII). The Performance security in other form viz., FD/Term Deposit Receipt etc. shall not be accepted.

If the supplier shall not submit the performance security within 21 days from the date of receipt of purchase order and if there is delay in submission of performance security, purchase order may be cancelled. The competent authority may accept the performance security after the above mention deadline of 21 days subject to submission of justification by the tenderer, however the decision of the competent authority is final in this regards.

- ☞ Exemption on the payment of Performance security is subjected to fulfilment of conditions mentioned in Haryana State Public Procurement Policy for MSMEs- 2016.

3.9 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.

3.9.1 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.

3.9.2 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.

3.10 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.

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

3.11.1 Item Nomenclature

3.11.2 Order/Contract No.

3.11.3 Country of Origin of Goods

3.11.4 Supplier's Name and Address

3.11.5 Consignee details

3.11.6 Packing list reference number

3.12 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 at Shri Vishwakarma Skill University, Transit Office: Plot No. 147, Sector 44, Gurugram or at that place to be informed by the SVSU. The delivery period can be extended by the Registrar, Shri Vishwakarma skill university, Gurugram, only in exceptional cases on written request of the Supplier giving reason/explaining circumstances due to which delivery period could not be adhere to. 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:

3.12.1 4 Copies of the Supplier invoice showing contract number, goods description, quantity

- 3.12.2 unit price, total amount;
- 3.12.3 Insurance Certificate if applicable;
- 3.12.4 Manufacturer's/Supplier's warranty certificate;
- 3.12.5 Inspection Certificate issued by the nominated inspection agency, if any
- 3.12.6 Supplier's factory inspection report; and
- 3.12.7 Certificate of Origin (if possible, by the beneficiary);
- 3.12.8 Two copies of the packing list identifying the contents of each package.
- 3.12.9 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.

3.13 Liquidated Damages (L.D)/Penalty for Non-execution of Order: 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 1% (one percent) of the total cost of the material/contract per day or such other amount as the Registrar, SVSU, Gurugram may decide till the supply/work remains incomplete, provide that the total amount of the compensation shall not exceed 10% (ten percent) of the total cost of the material/contract. After the lapse of 15 days beyond the stipulated/extended period, it will be the discretion of the University to cancel the supply/work execution order at the risk and the cost of the Supplier/contractor. Besides, forfeiture of the Earnest Money, the University shall be at liberty to take such action as recovery of compensation to the extent of 10% of the amount of the supply/contract order, blacklisting, etc. An appeal against this penalty shall, however, lie with the Hon'ble Vice-Chancellor (VC), Shri Vishwakarma Skill University, Gurugram, whose decision shall be final.

3.14 Prices: The price should be quoted in net per unit (after breakup) and must include all packing, forwarding, freight, insurance charges, loading, unloading and delivery charges etc. may be quantified in terms of amount. These charges may not be payable against such vague statement as "packing, forwarding, freight, insurance charges, loading, unloading and delivery charges etc. extra". 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. **Charges not mentioned in the quotation/tender shall not be paid.**

3.15 Rate contract with DGS&D or DS&D (Haryana): If the supplier or their Principals are on rate contract with **DGS&D or DS&D (Haryana)**, this shall be mentioned specifically in the offer and a photocopy of the same, duly attested, may be appended.

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

- 3.16.1 Quantity offered for inspection and date

- 3.16.2 Quantity accepted/rejected by inspecting agency and date
- 3.16.3 Quantity dispatched/delivered to consignees and date
- 3.16.4 Quantity where incidental services have been satisfactorily completed with date
- 3.16.5 Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date
- 3.16.6 Date of completion of entire Contract including incidental services, if any
- 3.16.7 Date of receipt of entire payments under the Contract (In case of stage-wise inspection, details required may also be specified).

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

- 3.17.1 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.
- 3.17.2 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.
- 3.17.3 The venue of the arbitration shall be the place from where the order is issued.

3.18 Applicable Law: The place of jurisdiction would be Gurugram/Palwal Haryana.

3.19 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.

3.20 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.

- 3.21 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.
- 3.22 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.
- 3.23 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.
- 3.24 Warranty:**
- 3.24.1** 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.
- 3.24.2** 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 10 days free of cost in SVSU Gurugram Campus. 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 10 days. If the supplier having been notified fails to remedy the defects within 10 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.

- 3.24.3** 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.
- 3.25 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.
- 3.26 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.
- 3.27 Notices:**
- 3.27.1** 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.
- 3.27.2** A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 3.28 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.
- 3.29 Payment:** 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 3.7 of tender terms and conditions.
- 3.30 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. (Annexure-V).
- 3.31 Manuals and Drawings:**
- 3.31.1** 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.

3.31.2 The Manuals shall be in the ruling language (English) in such form and numbers as stated in the contract.

3.31.3 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.

3.32 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-VI)

3.33 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.

3.34 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.

3.35 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 faculty/expert committee (constituted by The Registrar/Dean Academic) 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.

3.36 Termination for Default:

3.36.1 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:

3.36.1.1. 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.

3.36.1.2. If the Supplier fails to perform any other obligation(s) under the Contract.

3.36.1.3. If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.36.2 For the purpose of this Clause:

3.36.2.1. "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.

3.36.2.2. "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.

3.36.3 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.

3.37 Shifting: Once our new Academic Block will be ready, the supplier has to shift and reinstall the instrument free of cost to that new Academic Block.

3.38 Reservation of Rights: Quantity may enhance or mitigate without any notice.

3.39 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

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

3.41 Evaluation of Offer:

- 3.41.1** L1 will be decided on the basis of the total as quoted in the price bid.
- 3.41.2** Offer which deviates from the vital conditions (as illustrated below) of the tender shall be rejected:
 - 3.41.2.1.** Non submission of complete offers.
 - 3.41.2.2.** Receipt of offers after due date and time and or by email / fax (unless specified other-wise).
 - 3.41.2.3.** Receipt of offers in open conditions.
- 3.41.3** 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.
- 3.41.4** 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.

<< Organization Letter Head >>

4. Technical Specification and Compliance Sheet
Specification and Requirements of Welding Simulator: -

Requirement with specifications: Virtual simulation device for welding trade to train students on SMAW, GMAW, FCAW and GTAW welding virtually without producing any real arc and real fumes new innovative tool for welding education (including of all necessary if required software cd & accessories).

Tender Criterion (Welding Simulator): The Purpose of buying the welding simulator is for proper education of students & make them employable in Industry. Hence the equipment availability & reliability should be in high order with latest version. In order to ensure flaw less service back up and 100% Equipment availability without any down time is necessary.

1. The offered Model of OEM must be working in Indian Conditions, without any Problems. Minimum 2 performance reports to be submitted.
2. Company should have Experience in installation, Service and Training of such welding simulators in Indian Environment. Detailed list to be submitted.
3. OEM should have service bench in the nearest possible locations to the University; and the OEM should also have spares etc. stored in India (nearest possible location).
4. The simulation must be 100% virtual meaning thereby, no consumables (wire, gas, metal plates) should be required.
5. The tenderer should be able to provide support for hardware (Spare and consumable) components and for the software for a minimum period of 10 years from the date of commissioning.
6. The tenderer should provide free updates for the software installed time to time.
7. The welding Simulation systems should be complete in all respect including spares for 3 years and accessories including but not limitation to following.

SCOPE OF SUPPLY AT SITE	
Welding Simulator set including display and CPU	2 Nos.
GMAW, SMAW, FCAW and GTAW Torch SET	2 Nos. each
Software DVD or CD	2 Nos. with free updates
Butt weld, Fillet weld, Lap weld, Pipe to Plate weld and Pipe to Pipe weld Haptic plates	2 Nos.
Reality head gear	2 Nos.
Work Positioner Stand	2 Nos.

Technical Specifications: Welding Simulator for SMAW/GTAW/GMAW

PURPOSE: Virtual Simulation Device for Welding Trade; A Device must be able to train student SMAW, GMAW, FCAW and GTAW welding virtually and must not produce any real arc and real fume.

Details of requirements and technical specifications of machine

Name of the Machine: Welding Simulator		
Specification		Compliance (Y/N)
WELDING PARAMETERS IN THE SIMULATOR		
INPUT SUPPLY	SINGLE PHASE 230V	
CURRENT RANGE - SMAW	50A - 240A (2.5, 3.15 & 4MM ELECTRODE)	
VOLTAGE & CURRENT RANGE - GMAW	10V - 32V & 25A - 270A (0.8, 1.0, & 1.2 DIA WIRE)	
CURRENT RANGE - GTAW	25A - 270A (2.0 & 2.4MM ROD)	
WEIGHT OF THE SIMULATOR UNIT	LESS THAN 20 KGS. STURDY & METAL BODY DESIGN	
WELDING PRACTICES IN THE SIMULATOR		
PROCESS SIMULATED	SMAW, GMAW, FCAW AND GTAW	
PHYSICAL WORKPIECES	BUTT, FILLET, LAP, PIPE to PIPE AND PIPE TO PLATE JOINTS	
WELDING POSITION	1F TO 6F POSITIONS IN FILLET AND 1G TO 6G POSITIONS IN GROOVE	
WORKPIECE POSITION	FLEXIBILITY TO POSITION THE WORKPIECE AT ANY PLACE (NOT FIXED IN A LOCATOR)	
THICKNESS OF BASE MATERIAL	3MM, 6MM & 10MM	
TORCH CONTROL - GMAW & GTAW	TWO STEP AND FOUR STEP CONTROLS	
TORCHES - GMAW & GTAW	EURO CONNECTOR - INDUSTRIAL TORCHES (ANY REPUTED MAKE LIKE TBI, BINZEL, ETC.)	
GTAW – FOOT PEDAL	GTAW FOOT PEDAL CURRENT CONTROL FOR EASY OPERATION	
WELDING SIMULATION IN THE SIMULATOR		
TECHNOLOGY	VIRTUAL/AUGMENTED REALITY	
SIMULATION METHODOLOGY	GREEN LEARNING WITH NO REAL ARC OR REAL FUMES.	
WELD BEAD SIMULATION	CONTINUOUS ARC WITH WELD BEAD FORMATION	
VIRTUAL & ACTUAL	THE OBJECTS MUST BE ACTUAL HARDWARE AND THE SIMULATION IMAGES MUST BE VIRTUAL OBJECTS VISIBLE INSIDE THE SPECIAL REALITY MASK	

HARDWARE OBJECTS	HARDWARE OBJECTS ARE SMAW HOLDER, ELECTRODE, GMAW TORCH, GTAW TORCH AND TIG FILLER	
SOFTWARE	3D WELDING SIMULATOR SOFTWARE ACCREDITED BY ANY INTERNATIONAL WELDING SOCIETY	
WELDING PRACTICE	PRACTICE ON PHYSICAL WORKPIECE - MINIMUM 10 INCH LONG WELD BEAD	
SMAW WELDING PRACTICE	DURING SMAW WELDING PRACTICE, PHYSICAL ELECTRODE (HARDWARE) TO BE USED AND THE SAME MUST RETRACT SIMULATING THE CONSUMPTION OF ELECTRODE	
GMAW METAL TRANSFER	GMAW WELDING TO ACCOMMODATE SHORT AND LONG STICK OUT LIKE REAL WELDING. FIXED / LIMITED STICK OUT NOT ACCEPTED	
GTAW WELDING PRACTICE	GTAW WELDING (TORCH & FILLER). THE FILLER ROD (HARDWARE) WITH SKILL GUIDANCE FOR WORK AND TRAVEL ANGLE.	
WELDING SIMULATOR		
GUIDANCE FOR PARAMETERS	GREEN / RED SIGNAL INSIDE HELMET - CURRENT, VOLTAGE, ETC... THE STUDENT MUST ALWAYS BE ABLE TO SEE IF THE PARAMETERS ARE CORRECT OR WRONG EVEN AFTER HE STARTS WELDING. THE SIMULATOR MUST HAVE INDICATORS TO GUIDE THE STUDENT. RED INDICATION HELP HIM TO ALTER THE PARAMETERS EVEN AFTER HE HAS STARTED WELDING.	
GUIDANCE FOR HEAD POSITION	GREEN / RED SIGNAL INSIDE HELMET - HEAD TO WORKPIECE, UP/DOWN, ETC... SIMULATOR MUST GUIDE THE STUDENT ON THE CORRECT HEAD POSITION THROUGH RED ARROWS INDICATORS ALL THROUGH OUT THE WELDING PRACTICE.	
GUIDANCE FOR SKILLS	SIMULATOR TO GUIDE THE STUDENT ON ALL THE SKILL SETS LIKE: STICK OUT, PATH, ARC LENGTH, WELDING SPEED, WORK ANGLE AND TRAVEL ANGLE. IN GTAW, IT MUST GUIDE ON THE WORK AND TRAVEL ANGLE OF THE FILLER ROD.	
WELDER VIEW	WELDER WILL BE ABLE TO SEE THE REAL WORKPIECE FROM INSIDE THE HELMET. AT ANY POINT DURING THE WELDING, HE MUST BE ABLE TO TOUCH / ROTATE / ADJUST THE WORKPIECE TO GAIN COMFORT.	

REALITY HELMET	HD SCREEN HELMET - GOGGLE LESS VISION FOR USER COMFORT. STUDENTS / TRAINERS USING SPECTACLES MUST BE ABLE TO USE IT CONVENIENTLY.	
WELDING ASSESSMENT IN THE SIMULATOR		
SKILLS ANALYSIS FOR TORCH	GUIDANCE / ANALYSIS FOR ARC LENGTH, STICK OUT, SPEED, WORK ANGLE & TRAVEL ANGLE & PATH	
SKILLS ANALYSIS FOR GTAW FILLER	GUIDANCE / ANALYSIS FOR WORK ANGLE AND TRAVEL ANGLE	
DEFECTS ANALYSIS	POROSITY, SPATTER, BURN THROUGH & INCLUSIONS	
DISPLAY SCREEN	32 INCHES OR ABOVE LED SCREEN	
ON SCREEN EVALUATION	VIDEO, GRAPH AND PERCENTAGE.	
VISUAL EVALUATION	HOLD THE WORKPIECE IN HAND AND INSPECT. LIFT, ROTATE, TURN AND SEE THE WELDING FROM ALL POSSIBLE ANGLES.	
DUAL ACCESS	ONLINE ACCESS FOR STUDENT PRACTICE AND OFFLINE ACCESS FOR TRAINER TO EVALUATE THE PREVIOUS PERFORMANCE MUST HAPPEN PARALLELLY	
ACCESS FROM EXTERNAL PC		
FOLLOWING ACTIVITIES TO BE CARRIED OUT FROM AN EXTERNAL PC.	ADD, EDIT & DELETE STUDENT NAMES ADD, EDIT & DELETE COURSES ADD, EDIT & DELETE MODULES UPLOAD OF PDF DOCUMENTS CREATING OWN WPS EVALUATION OF STUDENT PERFORMANCE SUPPLIER TO PROVIDE COMPATIBLE SOFTWARE FOR OFFLINE ACCESS TO THE TRAINER TO CARRY OUT THE ABOVE ACTIVITIES THROUGH EXTERNAL PC	
KEY FEATURES FOR SAFETY, QUALITY, VALIDATION AND AUTHENTICITY		
SAFETY REGULATIONS	COMPLY WITH CE AND FCC REGULATIONS. COPY TO BE SUBMITTED.	
OEM CERTIFICATE	TENDER SPECIFIC AUTHORISATION LETTER TO BE SUBMITTED FROM ORIGINAL OEM OF THE SIMULATOR OFFERED	
STURDY DESIGN	SIMULATOR TO BE MADE OF STEEL STRUCTURE AND NOT FROM NON METAL (WOOD, PLASTIC, etc.)	
ACCREDITATION	CERTIFICATE FROM ANY RECOGNISED WELDING BODY (IIW, AWS, DVS, IWS, ETC...) TO BE SUBMITTED.	

Welding simulator – Virtual simulation device for welding trade to train students on SMAW, GMAW, FCAW and GTAW welding virtually without producing any real arc and real fumes new innovative tool for welding education Scope of Supply for simulator and spares mentioned below:				
Sr. No	Description of Item	Quantity per set	No of Sets	Compliance Y/N
1.01	WELDING SIMULATOR	1 No	2 Sets	
1.02	REALITY HELMET (HEADGEAR)	1 No		
1.03	SMAW TORCH	1 No		
1.04	SMAW ELECTRODE	1 No		
1.05	GMAW TORCH WITH NOZZLE	1 No		
1.06	GTAW TORCH WITH NOZZLE	1 No		
1.07	GTAW FILLER	1 No		
1.08	LAP JOINT WORKPIECE	2 No		
1.09	BUTT JOINT WORKPIECE	2 No		
1.10	FILLET JOINT WORKPIECE	2 No		
1.11	PIPE BUTT (PIPE TO PIPE) WORKPIECE	2 No		
1.12	PIPE FILLET (PIPE TO PLATE) WORKPIECE	2 No		
1.13	WORK STAND FOR 6G	1 No		
1.14	32 INCH LED SCREEN	1 No		
1.15	SOFTWARE FOR OFFLINE ACCESS	1 No		
1.16	ROUTER WITH CABLES	1 No		

University reserved the right to enhance or mitigate the quantity without any notice.

Note: All the accessories (in all respect) which shall be required to run the machine has to be supplied along with the machine. All the accessories offered should be of same (instrument) OEM make only.

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 >>

5. 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 India performing its functions on behalf of the President of India.

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:

5.1 Commitments of the BUYER:

5.1.1 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, favour 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 bidding process, bid

evaluation, contracting or implementation process related to the Contract.

- 5.1.2** 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.
- 5.1.3** 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.
- 5.1.4** 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.

5.2 Commitments of TENDERER: The TENDERER 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:

- 5.2.1** The TENDERER will not offer, directly or through intermediaries, any bribe, consideration, gift, 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.
- 5.2.2** The TENDERER 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 disfavour to any person in relation to the Contract or any other Contract with the Government.
- 5.2.3** Tenderer shall disclose the name and address of agents and representatives and Indian Tenderer shall disclose their foreign principals or associates.

- 5.2.4** Tenderer shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.
- 5.2.5** 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.
- 5.2.6** 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.
- 5.2.7** 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.
- 5.2.8** The TENDERER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 5.2.9** 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 relation-ship, 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.
- 5.2.10** The TENDERER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 5.2.11** The TENDERER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 5.2.12** 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.
- 5.2.13** 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.

5.3 Previous Transgression:

- 5.3.1** 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.
- 5.3.2** 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.

5.4 Earnest Money Deposit: While submitting bid, the TENDERER shall deposit an amount mentioned in tender document as Earnest Money, with the Institute through the following instruments:

- 5.4.1** The tenderer should submit an EMD amount in form 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 tenderer after the award of contract. The Earnest Money Deposit (EMD) in other form viz., Pay Order/Cheque etc. shall not be accepted.
- 5.4.2** No interest shall be payable by the BUYER to the TENDERER on Earnest Money for the period of its currency.
- 5.4.3** In case of successful TENDERER, EMD will be returned within 30 days from the date of submission of Performance Bank Guarantee.

5.5 Performance Security / Guarantee Deposit:

- 5.5.1** Performance Bank Guarantee is mandatory.
- 5.5.2** Successful tenderer/ tenderer should submit performance guarantee as prescribed above to be received in the office Registrar, Stores & Purchase Section on or before 21 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-VII of the tender documents, for an amount covering 10% of the purchase order value.
- 5.5.3** The Performance Bank Guarantee should be established in favour of Shri 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.
- 5.5.4** 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.

- 5.5.5** The performance bank guarantee shall be kept valid during the period of contract and shall continue to be enforceable for a period of three years from the date of purchase order acknowledgement.

5.6 Sanctions for Violations:

- 5.6.1** 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:

- 5.6.1.1.** 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.
- 5.6.1.2.** 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.
- 5.6.1.3.** To immediately cancel the contract, if already signed without giving any compensation to the TENDERER.
- 5.6.1.4.** 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.
- 5.6.1.5.** 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.
- 5.6.1.6.** 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.
- 5.6.1.7.** To debar the TENDERER from participating in future bidding processes of the Government of India for a minimum period of two years, which may be further extended at the discretion of the BUYER.
- 5.6.1.8.** 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.
- 5.6.1.9.** 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.

5.6.1.10. 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.

5.6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.6.1.1 to 5.6.1.10 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.

5.6.3 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.

5.7 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.

5.8 Independent monitors:

5.8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultation with the Central Vigilance Commission (Chief Vigilance Officer, Shri Vishwakarma Skill University, Gurugram).

5.8.2 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.

5.8.3 The Monitor shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.

5.8.4 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.

5.8.5 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.

5.8.6 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.

5.8.7 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.

5.8.8 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.

5.9 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.

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

5.11 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.

5.12 Validity:

5.12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 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.

5.12.2 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.

5.13 The parties hereby sign this Integrity Pact.

Buyer: SVSU, Gurugram
Signature with seal
Date & Place
Witness

Tenderer:
Signature with seal
Date & Place
Witness

<< 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 with Seal of the Tenderer)

Name:

<< Organization Letter Head >>
LIST OF GOVERNMENT ORGANIZATION/DEPARTMENT

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

Signature of Tenderer

Name:

Designation:

Organization Name:

Contact No.:

<< Organization Letter Head >>

LIST of application specialist / supporting / Service Engineer

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, Haryana
India

LETTER OF GUARANTEE

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

Tender No.: dated:

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 favour of “**Shri Vishwakarma Skill University**” in the form of Bank

Guarantee for Rupees

and valid till **Three Year Six Months** from the date of issue of Performance Bank Guarantee that 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 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 Rupees.
(Indian Rupees only).
2. This Bank Guarantee shall be valid up to (date).

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.

<< Organization Letter Head >>
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:

Line 1:

Line 2:

City:

Pin Code:

E-Mail ID:

Mob No:

Permanent Account Number (PAN NO.):

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	Saving ☐	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.

<< Manufacturer Letter Head >>
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 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]

<< Organization Letter Head >>
Training Requirement

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

<< Organization Letter Head >>

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.	Offered financials for the Supply & Installation of Welding Simulator Lab at site & Training to trainers with commitment to offer on site after sales Services in the period of Warranty and maintenance contract offered to supply, as agreed in the technical bid							

1. Delivery Mode: - Delivery at University, at site or at that place to be informed by the SVSU.
2. Total price bids in the above column should be inclusive of all taxes and levies transport, packing, forwarding, freight, insurance charges loading, unloading and delivery charges etc. may be quantified in terms of amount.
3. Delivery Period: 04 to 06 weeks from the date of placement of purchase order.
4. Validity of the bid 180 days from the date of the tendering.
5. Terms of payment: 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 tender terms and conditions.

Signature:

Name:

Business Address:

.....

Affix Rubber Stamp:

Place:

Date:

<< Organization Letter Head >>
BID SUBMISSION

Offline Bid Submission:

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

Envelope – 1			
Sr. No.	Types	Content	Document Submitted (Yes/No)
1.	Technical Bid	Terms and Condition as per Annexure - I	
2.		Technical Specification and Compliance Sheet as per Annexure – II	
3.		Integrity Pact as per Annexure - III	
4.		Organization Declaration Sheet as per Annexure – IV	
5.		List of Government organizations/ Department where the same products have been supplied (in last three years) along with their contact number(s) as per Annexure-V	
6.		List of application specialist / Supporting / Service Engineer who have the technical competency to handle and support the quoted product during the warranty period as per Annexure - VI.	
7.		Details of Electronic Fund Transfer/RTGS Transfer (Annexure VIII)	
8.		Manufacturer’s Authorization Form (Annexure-IX)	
9.		Training Requirement (Annexure –X)	
10.		Technical supporting documents in support of all claims made at Annexure-II	
11.		Details of Bid Submission as per Annexure - XII	

Envelope – 2			
Sr. No.	Types	Content	Document Submitted (Yes/No)
1.	Financial Bid	Price bid as per Annexure - XI	