

क्रमांक-औप्रसं/पर/स्ट्राईव/क्रय-भण्डार/2022/ 474 /परपोड़ी दिनांक 16-08-2022

परिशिष्ट - 3
नियम 4.4.2
(निविदा सूचना का प्रारूप)
(द्वितीय आमंत्रण)

Sealed tender is invited for Equipments/Machineries for **Sewing Technology Trade** of Government Industrial Training Institute Parpodi, Infront of Nagar Panchayat, Block-Saja, Dist-Bemetara Chhattisgarh, 491331. Eligible bidders (Manufacturer or their Authorized dealer or suppliers) can download complete set of bidding documents (Including terms & Condition) from the institute Website : www.itiparpodi.com & www.bemetara.gov.in and the payment for which through DD Rs. 3000/- Trade Wise Separately in favour of **Principal, Government Industrial Training Institute, Parpodi (C.G.)** payable at **Parpodi**. DD has to be submitted along with the bid at the time of bid submission.

Important Dats of notice Inviting tender :-

- | | |
|---|-----------------------------|
| ➤ Date of issue of tender document | :- 16-08.2022 |
| ➤ Last date and time of submission of tender document | :- 05.09.2022 up to 01.00PM |
| ➤ Tech-commercial Bids opening date and time | :- 05-09.2022 at 02.00 PM |


Principal,

Govt. I.T.I. Parpodi,
Dist-Bemetara (C.G.)



TENDER DOCUMENT (F. Y. - 2022-23)

For

Supply & commissioning of Trade – Sewing Technology Related
Items (detailed inside) for Govt. Industrial Training Institute
Parpodi



Industrial Training Institute

Govt. Industrial Training Institute Parpodi
Infront of Nagar Panchayat, Block-Saja, Dist-
Bemetara

(Chhattisgarh) 491331

Email : itiprpd@rediffmail.com

Website : www.itiparpodi..com

IMPORTANT ABBREVIATION

1	PBG	PERFORMANCE BANK GUARANTEE
2	QC	QUALITY CONTROL
3	ITI	INDUSTRIAL TRAINING INSTITUTE
4	EMD	EARNEST MONEY DEPOSIT
5	INR	INDIAN NATIONAL RUPEES
6	MRP	MAXIMUM RETAIL PRICE
7	SD	SECURITY DEPOSIT
8	FDR	FIXED DEPOSIT RECEIPT
9	BG	BANK GUARANTEE
10	CA	CHARTERED ACCOUNTANT



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1. SHORT TITLES USED IN THE TENDER DOCUMENT

1. Bidder	Bidder means either (1) Manufacturer or (2) Manufacturer's authorized dealer or (3) Authorized Supplier.
2. Successful Bidder	Successful Bidder means the Bidder who becomes successful through the Tender process.
3. Day	A day means a calendar day
4. Purchaser	Purchaser means Govt. ITI Parpodi Infront of Nagar Panchayat Block-Saja Dist-Bemetara C.G. for whom the procurement is made through this Tender.
5. ITI	Procurement Agency on behalf of Government of Chhattisgarh
6. Commissioning	Commissioning means the would have to be switched on/assembled and the functioning has to be tested in the presence of the acceptance team
7. District	Bemetara



2. IMPORTANT NOTE & TENDER NOTICE:

Govt. ITI Parpodi invite bids for supplying and commissioning of SEWING TECHNOLOGY Trade Related Items for imparting training in ITI. All bids should be addressed to:

Principal/Secretary
Govt. ITI Parpodi
Infront of Nagar Panchayat
Block-Saja Dist-Bemetara C.G.

Bids received after the due date will be rejected.

The document can be downloaded from the website ITI www.itiparpodi.com & www.bemetara.gov.in The parties are advised to study the document carefully. Submission of response to this Tender Document shall be deemed to have been done after careful study and examination of this document with full understanding of its implications.

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

Principal, Govt. ITI Parpodi Infront of Nagar Panchayat Block-Saja Dist-Bemetara C.G. reserves the right to accept or reject in part or full, any or all the offers without assigning any reasons.



Principal
Govt. ITI Parpodi
Dist - Bemetara, Chhattisgarh

3. CHECKLIST FOR ENCLOSURES

#	Bid Enclosures	YES or NO
1.	Whether the Tender is separately submitted in Trade wise Three covers Prequalification document, Technical document and Commercial Bid?	
2.	Whether Three covers are put into an outer cover? Trade wise separately.	
3.	Whether Bid contains the following	
3.1	Bidder's undertaking covering letter in the Letter Head shall be signed the authority, stamped and submitted.	
3.2	Signed and stamped Letter of Authorization or Power of Attorney for signing the Tender document shall be submitted.	
3.3	Manufacturer's authorization letter(s), wherever applicable shall be signed, stamped and submitted	
3.4	All pages of the Tender document in full shall be signed by the authority, stamped and submitted	
3.5	Earnest Money Deposit (EMD) amount as specified in the Tender	
3.6	Filled up Technical Bid shall be signed by the authority, stamped and submitted	
3.7	All supporting documents for proving the Eligibility Criteria shall be signed by the authority and stamped in all pages	
3.8	Supporting documents to meet the Eligibility Criteria	
	a) All the supporting documents to meet the Eligibility Criteria as laid down in the Tender shall be signed by the authority and stamped	
	b) Bidder's Certificate of Incorporation	
	c) The Technical information of the products being offered along with Catalogue/brochure / data sheet etc.	
	d) For Tools & Equipment Machine sales, copy of the invoices for the sales made or proof of statutory documents like Excise duty returns or Sales Tax Returns or any other legally valid document should be submitted.	
	e) ISO certificates for manufacturing process shall be enclosed.	
	f) Bidder's undertaking letter to meet the Blacklisting criteria shall be submitted	
	g) Commitment letter for service support from the OEM/Manufacturer or their authorised dealer or supplier	
3.9	Whether commercial Bid (Envelope-C) contains the following	
	a) Filled price proposal with signature & stamp in all pages shall be submitted	
	b) Whether corrections or overwriting if any is attested?	

4. INTRODUCTION

ABOUT Govt. ITI Parpodi

Govt. ITI Parpodi, Infront of Nagar Panchayat, Block Saja Dist-Bemetara, Chhattisgarh offers training courses like Electrician, Fitter, Sewing Technology, Mechanic Diesel, COPA etc. through ITI's in the state of Chhattisgarh. Goal of training department is to carve skilled manpower to meet the need of industries in the state of Chhattisgarh. Department of training is committed to trained the trainees with best possible facilities, so it is our responsibility to procure and distribute the required Tools, Equipment, Machineries & Workshop Furnitures for the best result.

ABOUT THIS TENDER DOCUMENT

The Govt. ITI Parpodi committed to provide Training facility as per DGT (Directorate General Of Training, New Delhi) norms to Trainees. To achieve the purpose we have to fulfil all required need of **SEWING TECHNOLOGY** Trade Related Items of our institutes for the year 2022-23. The Items will be procured in a transparent manner through competitive bidding process.

Principal Govt. ITI Pparpodi invites Tenders through Competitive Bid for supply and commissioning of **SEWING TECHNOLOGY** Related Items as per the Technical Specifications given in this Tender document for supply.

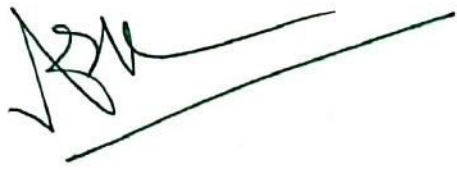
Tender Detail

TENDER NAME	TENDER AMOUNT (INR)
Sewing Technology	Rs. 1414820.00



5. SCHEDULE OF TENDER

1	Tender Notice No. & Date	
2	Scope of Work	Agency for supplying and commissioning of SEWING TECHNOLOGY Related Items.
3	Name of the tender issuer	Principa. Govt. ITI Parpodi, Dist-Bemetara (C.G.)
4	Date of issue of tender document	16-08-2022
5	Last Date for Submission of Bids	05-09-2022 up to 1:00 PM
6	Date of Opening of Tech-commercial Bids	05-09-2022 up to 2:00 PM
7	Date of opening of Price Bid	To be informed later through e-mail and telephone (Bidder should furnish the mobile number and e-mail of one authorized representative)
8	Place of Submission & Opening of Bids	Principal, Govt. Industrial Training Institute, Infront of Nagar Panchayat, Block-Saja Dist-Bemetara Chhattisgarh 491331.
9	Address of Communication	Principal, Govt. Industrial Training Institute, Infront of Nagar Panchayat, Block-Saja Dist-Bemetara Chhattisgarh 491331. Email - itiprpd@rediffmail.com Telephone - 9406250222 Website - www.itiparpodi.com
10	Cost of Tender Document	INR 3,000/- (INR Three thousand only) to be paid one time irrespective of any number of bids to be submitted. Which will be non refundable through Demand draft from any Nationalized/ Scheduled Bank in favour of Principal, Govt. ITI Parpodi payable at Parpodi.prior to last date of submission or along with bid.
11	Earnest Money Deposit (EMD) in INR	1% of Tender Total Amount = 14150.00 in form of Bank Draft /FDR/BG from nationalized / Scheduled Bank (valid for 90 days) in favour of Principal, Govt. ITI Parpodi , payable at S.B.I. or Nationalized / Scheduled Bank Parpodi valid for 90



6. **ELIGIBILITY CRITERIA**

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

#	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the Eligibility Criteria
1.	Bidder should not have been blacklisted by any of the State/Central Government or organizations of the State/Central Government in India in the past three years	Self-Declaration in this regard by the authorized signatory of the bidder. as per ANNEXURE-V
2.	Total minimum turnover should be 50 lakhs in any one of last 3 financial years.	Audited balance sheet for the last 3 financial year to be submitted dully certified by the CA
3.	The Firm / Bidder Registration must be more than five Years old.	Valid Registration Certificate from the Competent Authority

7. **BID SUBMISSION**

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

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

1. Envelop A contains Tender fees and EMD or certificate of exemption for EMD from valid competent authority. **(Exemption from EMD only for those whosoever registered as Small-Scale Industrial Units with the Director of Industries, Government of Chhattisgarh Or as per Sublaw 4.7 of Store Purchase rule 2002 (As updated 2022))**

2. Envelop B contains tender documents such as pre qualification bid document and technical bid in one single envelop and commercial bid in other separate envelop.

3. The bid should be submitted **Trade wise separately in one master Envelop containing Envelops A & B .**

4. The bidder should write the name of Tender at top of the **master envelope** with bidder's all detail i.e. name of firm, full address, contact no. & email ID.

4. A. **Envelope "A"** which should contain:

(i) Tender Document is available only on the website **www.itiparpodi.com** At the time of submission enclose Tender fees in the form of DD of Rs. 3000.00 in favour of Principal, Govt. ITI Parpodi, Diist-Bemetara (C.G.) 491331 payable at Parpodi which is non refundable.

(ii) As per Store Purchase Rule 2002 (Emended in 2022) of C.G. Govt.; **The Earnest Money should be 1% of total Estimated Purchase Cost of Tender. annexure – VII. Trade wise separately Earnest money/ bid security should be in form of Demand Draft in favour of**

Principal, Govt. ITI Parpodi,, payable at S.B.I. or Nationalized / Scheduled Bank Parpodi valid for 90 Days.

(i ii). **(a) Certificate for claiming the exemption from depositing the Earnest Money for whosoever registered as Small-Scale Industrial Units with the Director of Industries, Government of Chhattisgarh Or as per Sublaw 4.7 of Store Purchase rule 2002(As updated 2022)**

(b) Small-Scale Industrial units registered with Central Govt. or with other State Governments are not exempted from depositing Earnest Money.

4. B. Prequalification document and technical bid should be submitted Trade Wise separately in 2 envelop under sealed envelope "B" . Which should contain:

Envelop 1. (i) Covering letter for submission of Bid as per Annexure-I.

The Firm/Bidder Registration must be more than five Years old from valid Registration Certificate from the Competent Authority.

(ii) GST Registration Certificate.

(iii) Completely filled Form – "A (Annexure III)" with signature & seal of authorized person which includes Earnest Money/ Bid security details. **The contents of the form "A" should not be changed or amended otherwise the bid will be treated non-responsive and will not be acceptable by the Purchaser.**

(iv) Complete Terms & Conditions of Tender Documents, duly signed & stamped by the tenderer.

(v) Copy of PAN Card.

(vi) GST ledger balance sheet last quarter of current financial year.

(vii) Copy of Income Tax Return, submitted to the Income Tax Department for the last 3 consecutive assessment year.

(viii) Copy of the annual turn over for the last 3 consecutive financial years audited balance sheet from CA.

(ix) Proof of having been supplied similar nature of items in Govt. departments Except ITI Parpodi.(latest 03 orders)

(x) Undertaking for "After Sales Services" on letter head of bidder.

(xi) Undertaking for Place from which supply of tender item supplied to F.O.R.(Govt. ITI Parpodi) destinations should mention on letter head of bidder.

(xii) Undertaking for not having black listed as per annexure – V on letter head of bidder.

(xiii) Affidavit in prescribed format as given in Annexure-VI on non judicial stamp paper of Rs. 50/- certified by Notary.

5. As per CG Govt. Ministry of Finance & Planning Deptt. Mahanadi Bhavan Atal Nagar Vide Letter No. 243/वि/नि/चार/2013/ नया रायपुर, दिनांक 05 जुलाई-2013. Every bidder must signed the **Integrity Pact as per Annexure-XI & enclosed along with pre-qualification bid.**

(a) Should indicate index for all the submitted documents for the tender form page no.to.....

(b) Mentioning all particulars of Bidders viz Postal address, phone No., e-mail, name of the authorized person(s), etc. for correspondence.

Envelop 2. (i) Technical Specification Sheet confirming to the mandatory Specification in proforma Annexure II(A), with CD-Soft copy of the technical specification sheet MS Excel format.

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


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

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

(xv) The fact that the tenderer has filled and signed the form "A" will mean that the tenderer has completely accepted Terms & Conditions of the tender and that the tenderer agrees to abide by these Terms & Conditions of the tender. No deviation from Terms & Conditions of the tender will be accepted under any circumstances. The Additional Terms & Conditions usually printed on the bidder's tender documents or bills will not be binding on this department & will be rejected.

5. **All the above sealed envelopes A & B should be kept in one master envelope separately Trade wise. On the top of each sealed envelopes A, B and Master envelope bidder should clearly mention Tender No., Due Date with seal & sign of bidder.**
6. **Complete tender document must be duly signed, stamped, paged & indexed by the bidder. Unsigned or unpagged bids shall be straightway rejected.**
7. **Either (1) Manufacturer or (2) Manufacturer's authorized dealer or (3) Authorized Supplier can bid for subjected tender.** Sequence of priority will be (1) **Manufacturer** (2) **Manufacturer's authorized dealer** (3) **Authorized Supplier** in evaluation of bid. For the quoted items, appropriate documentary evidence for being a Manufacturer or their authorized dealer must be submitted necessarily in the envelope "B" (in the Technical documents). In absence of above the bid will be treated non-responsive & likely may be rejected.
8. The Financial bid of only technically short listed bidders would be opened in presence of the authorized representatives of the bidder.
9. The Item for which the Specification/ Technical Details submitted & found suitable, Should only be consider for Financial Evaluation.
10. **The bid should be accompanied by earnest money should be 1% of total Estimated Purchase Cost of Tender Trade Wise Separately** as a part of the bid, in the form of Bank Draft of Nationalized Bank or Scheduled Bank, Bank Draft should be in favour of **Principal, Govt. I.T.I. Parpodi** payable at S.B.I. or Scheduled Bank Parpodi. Earnest Money submitted in any other form will not be accepted and the tender will be rejected. Unsuccessful bidder's earnest money will be released/ returned as promptly as possible.

11. All quoted rates should be for new and unused items unless and otherwise specified so.
12. The tender matter including prices should be typed neatly; corrections/overtyping in prices will not be accepted. However if correction/overtyping is there, it should be attested by the tenderer with signature, date and their seal. Hand written and Xerox tender will not be accepted.
13. Tenderer should give all relevant particulars about every quoted item, such as manufacturer's name, Country of Manufacture and Specifications etc., "Specifications as given in catalogue" quoted in tender by the tenderer will not be accepted. Full specification must be written in tender positively and should also be supported by technical literatures (Catalogue/ Brochures should be in original printed copy). Purchase Committee's approval/ decision will be final and binding.
14. Vague expression such as "complete with standard accessories" or "as per your specification" will not be accepted. The tenderers must specifically indicate all specification of the items and should mention clearly what item will be supplied under "accessories" with the Tools/equipment/ Machinery in price schedule enclosed as Annexure-II (B). Any ambiguity or vagueness in tender for item concerned will be liable for rejection.
15. Catalogues/brochures must be clear, specific and should reflect all the essential specifications of the products/ items and it should be clearly indexed to reflect which item is related to which Catalogues/brochures, otherwise it will not be considered for comparison.
16. The language for bid submission is English.
17. All prices and other information in this regard having a bearing on the price shall be written both in figures and words in the prescribed offer form.
18. No bid can be modified subsequent to the deadline for submission.
19. The Bidders should note that Prices should not be indicated in the Technical documents/ Catalogues/ brochures and should be quoted only in the Price Bid. In case the prices are indicated in the Technical documents bid/ Catalogues/ brochures, those particular bid/items will straight way rejected.
20. EMD (Enclosure – Estimated cost (Annexure –VII)) shall be returned to unsuccessful bidder/s within 15 days after opening of Financial Bid and EMD (Enclosure – Estimated cost) of successful bidder will be returned after the submission of PBG .
21. The Performance Bank Guarantee (PBG)/Security Deposit as per ANNEXURE-IV has to be submitted in duration decided by **Principal, Govt. I.T.I. Parpodi**. All charges whatsoever such as premium; commission etc with respect to the Performance bank guarantee/Security Deposit shall be borne by the selected Bidder.
22. The Performance Bank Guarantee/Security Deposit shall be valid up to 60 days after the date of completion of performance obligations including warranty obligations. PBG /



Security Deposit will be valid for 2 years (Warranty obligations).(Total period is 2 years + 60 days)

8. INSTRUCTIONS TO BIDDERS

6. **BID PRICE**

- a. The price schedule should be as per Annexure 'II (B)', the price of goods at the site indicating all duties, Taxes and other levies if any.
- b. The rates quoted by the bidder must be inclusive of all the taxes and charges (like – transportation, installation charges, delivery charges, inspection charges, training charges, charges for services etc.).
- c. Rates should be quoted for F.O.R.(ITI Parpodi) Destination. The materials have to be supplied at Industrial Training Institutes as directed in supply order.
- d. **Deviations from the specifications should be clearly brought out in the bid under technical compliance.**
- e. All prices should be in Indian National Rupee (INR).

2. **EVALUATION OF BIDS**

- a. 1. The Evaluation of Bid will be done **Item wise**.
2. It is not Mandatory for a bidder to quote for all the items.
3. The lowest rate of quotation for a particular Item may be accepted.
4. **Only those financial/Commercial bid (Item wise) will be considered which comes under ± 30 % of average of all technically qualified bid (Item wise).**
- b. **Principal, Govt. I.T.I. Parpodi** will examine the bids to determine whether :
1. They are complete.
2. They are free from computational errors.
3. Required sureties have been furnished.
4. The documents have been properly signed.
- c. Arithmetic errors will be rectified on the following basis: If there is a discrepancy between words and figures, the amount mentioned in words will prevail.
- d. **Govt. I.T.I. Parpodi** may waive off any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any bidder.
- e. **Govt. I.T.I. Parpodi** reserves the right to ask any clarification/s related to submission of Bid during the evaluation of the document.
- f. In the examination of all certificates and other bidding documents, **Principal Govt. I.T.I. Parpodi** approval/ decision will be final and binding in the scrutiny of successful bidders.

9. **AWARDING CRITERIA FOR RATE ORDER**

a. **Suppression of facts and misleading information**

- i. During the Bid evaluation, if any suppression or misrepresentation of information is brought to the notice of Principal, Govt. I.T.I. Parpodi, Infront of Nagar Panchayat, Block-Saja, Dist-Bemetara, Chhattisgarh 491331 shall have the right to reject the Bid and if after selection, **Principal, Govt. I.T.I. Parpodi** would terminate the order as the case may be, will be without any compensation to the Bidder and the EMD as the case may be, shall be forfeited.
- ii. Bidders should note that any figures in the proof documents submitted by the Bidders for proving their eligibility is found suppressed or erased, **Principal, Govt. I.T.I. Parpodi** shall have the right to seek the correct facts and figures or reject such Bids.
- iii. It is up to the Bidders to submit the full copies of the proof documents to meet out the criteria. Otherwise, **Principal, Govt. I.T.I. Parpodi** may not consider such documents.
- iv. The Tender calls for full copies of documents to prove the Bidder's experience and capacity to undertake the project.

b. **Technical documents Bid Evaluation**

- i. Technical committee formed by Principal, Govt. I.T.I. Parpodi shall evaluate the technical bid submitted by the bidder.
- ii. Technical Specification of each item quoted shall be evaluated in terms of the requirement.
- iii. **Principal, Govt. I.T.I. Parpodi may ask the bidder to produce sample of any item before finalizing the technical evaluation. The bidder will have to arrange for sample inspection at a specified location in Parpodi within 10 days at his own cost.**
- iv. Any item which do not match to the specification as mentioned in the tender document or if any item found of inferior quality by the technical committee shall be rejected and shall not be considered for financial evaluation for that particular item only.
- v. **The items rejected on the basis of technical evaluation shall be announced before the opening of financial bid.**

c. **Commercial Bid Evaluation**

1. Bidders who are qualified in Technical Qualification Bid (Envelope-B) only will be called for Price Bid opening. The Price Bids will be opened in the presence of the Bidders at Principal, Govt. I.T.I. Parpodi, Infront of Nagar Panchayat, Block-Saja, Dist-Bemetara, Chhattisgarh 491331. The Bidders or their authorized representatives (with authorization letter & valid ID proof) will be allowed to take part in the Price Bid opening.
2. The Price evaluation will include all Duties and Taxes as given below.
 - i) In cases of discrepancy between the cost quoted in Words and in Figures, cost quoted in words will be considered.



- ii) In evaluation of the price of an imported item, the price will be determined inclusive of the customs duty;
 - iii) In evaluation of the price of articles which are subject to excise duty, the price will be determined inclusive of such excise duty;
 - iv) **Price evaluation will be Inclusive of all Taxes and Delivery charge for F.O.R. at respective destination of Principal, Govt. I.T.I. Parpodi, Infront of Nagar Panchayat, Block-Saja, Dist-Bemetara, Chhattisgarh 491331.**
3. The price of the Item which is found technically qualified shall only be considered for price evaluation.
4. **Only those financial/Commercial bid (Item wise) will be considered which comes under ± 30 % of average of all technically qualified bid (Item wise).**
5. **The lowest cost per Item as per the above evaluation will be declared as L1. Principal, Govt. I.T.I. Parpodi will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.**

d. AWARD OF ORDER

6. **Before executing the order** the Successful Bidder shall furnish Performance Bank Guarantee/Security Deposit to the **Principal, Govt. I.T.I. Parpodi, Infront of Nagar Panchayat, Block-Saja, Dist-Bemetara, Chhattisgarh 491331** payable at Parpodi, for an amount of **5%** of the order value through a Bank Guarantee by a nationalized bank, in the prescribed pro forma as Annexure-IV valid up to **60 days after the date of completion of performance obligations including warranty (02 Years) obligations (2 Years + 60 Days)**. If the desired Performance Bank Guarantee/Security Deposit is not deposited by the tenderer in the specific period, the Earnest Money already deposited with the tender shall be forfeited. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. In the event of order amendment, the Successful Bidder shall furnish the amended Performance Bank Guarantee/Security Deposit, rendering the same valid for the duration of the Order, as amended for 60 days after the completion of performance obligations including warranty **(02 Years) obligations. (2 Years + 60 Days)**
- ii. a/. The successful bidder has to supply the Electrician Related Items after issuance of work order within the time as stated in work order.
- b/. (i) The 100 % Items will have to be Pre-dispatch inspected by Central / State Govt. agency or by any NABL accredited Laboratory/ Govt. ITI/ Related Govt. Technical Institute (Third party), at the bidder's own cost.

(ii) If any bidder has owned any above described institution than Pre-dispatch inspection from these institution will not be allowed.

iii. The purchase orders shall be made in the name of bidder only. Bidder will raise Invoice in the name of purchaser and the respective payments shall be made in the name of Bidder only.

iv. If the successful bidder fails to deliver any or all of the Goods at the destination or to perform the services within the stipulated delivery period (s) specified in the order , the purchaser shall without prejudice to its other remedies under the order, may forfeit the proportional amount of undelivered order value/PBG and the balance order is liable to be cancelled.

v. If the successful bidder fail to supply the items as per the specifications (under the terms & condition of tender), items will not be received by the consignee and Successful Bidder has to return it back on his/ her own cost. The successful bidder may supply the items of higher specifications (due to manufacturing obligations) on the same cost if accepted by consignee after examination and testing.

vii. If the successful bidder fail to supply all or some of the items within specified delivery period than the penalty at a rate of 2% per month of the price of that particular items which delivered beyond the delivery period is liable to be charged.

viii. Any amount due to the Government of Chhattisgarh from the tenderer on any account in respect of this tender may be recovered from him as arrear of land revenue.

ix. No dispute can be raised by any Bidder whose bid has been rejected and no claims will be entertained or paid on this account.

x. As per CG Store Purchase Rule-2002 as emended 2022 Para 4.13 The successful bidder should submit the Agreement as per Annexure-XII before issuing the purchase order within specified time.

e. Principal, Govt. I.T.I. Parpodi, Infront of Nagar Panchayat, Block-Saja, Dist-Bemetara, Chhattisgarh 491331 reserves the right to

i. Insist on quality/specification of materials to be supplied.

ii. The Purchaser has reserves the right to give supply order to any of the successful bidders sharing same L1.

ii(b). The Purchaser has reserves the right at the time of Order award to split up the orders among the successful bidders sharing same L1 for the supply of items and increase or decrease the quantity of goods originally specified in the subjected tender without any change in unit price or other terms and conditions. Quantities supplied in excess will not be paid for and tenderer will be responsible to take it back on his own cost.

iii. **Orders for procurement will be awarded as per the priority and availability of budget. Successful bidder has to deliver and complete the task of supply and installation strictly as per the specification of ordered items within the specified time period otherwise above order may be treated as cancelled without any prior notice.**

iv. The purchaser may get, the items supplied by the successful tendered, inspected on receipt of the same by such person or persons he deems fit and to reject such of these

items as in his opinion do not come up to the specification. The decision of the purchaser will be final in such cases. The successful bidder has to get return back the rejected items on his/ her own cost.

- v. 100% payment will be released after the safe receipt of goods, as per the specifications given in purchase order & after ensuring successful installation, commissioning and performance of supplied items etc. It is must to produce CRAC provided by Institute after successful delivery of Items along with the above submissions.
- vi. The purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time without assigning any reason prior to order award, without thereby incurring any liability to the affected bidder or bidders.
- vii. At any time prior to the deadline for submission of bids, the Purchaser may modify the bidding documents by amendment. All prospective bidders will be notified of the amendment by uploading in the website www.govtitiParpodi.org, & Parpodinic.in and will be binding on them.
- viii. If tender succeeded & supply order is passed, then after receiving order if successful bidder is not supply or refuses to supply the materials then those are likely to be blacklisted by appropriate authority.

10. GENERAL TERMS AND CONDITIONS OF THE BID

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

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

the Tender documents or addition/removal of Items by issuing an addendum in writing or by standard electronic means. The addendum will be binding on all the Bidders. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time to take an amendment into account in their Proposals, the Tendering Authority may, if the amendment is substantial, extend the deadline for the submission of Proposals.

7. **RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:** The Tendering Authority reserves the right to accept any bid, and to annul the bid process and reject all bids at any time prior to award of order, without assigning any reason & without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the action.
8. **THE TENDERING AUTHORITY RESERVES THE RIGHT TO ACCEPT ANY BID** not necessarily the lowest, reject any bid without assigning any reasons for entering into the Rate Order.
9. **CONDITIONAL BIDS: If a bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his bid is liable to be summarily rejected. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the Tendering Authority.**
10. **PERIOD OF VALIDITY.** Bids shall remain valid for 180 days after last date for bid submission prescribed by Principal, Govt. I.T.I. Parpodi which may be extended with mutual consent. A bid valid for a shorter period may be rejected by Principal, Govt. I.T.I. Parpodi as non-responsive for current F.Y.
11. **LATE BIDS:** Any bid received by the Tendering Authority after the deadline for submission of bids will be rejected and will not to be considered.
12. **NOTIFICATION OF AWARD:** Prior to the expiration of the period of the bid validity, **Principal, Govt. I.T.I. Parpodi** will notify the successful bidder in writing that its bid has been accepted. After notification of award bidder will submit Security deposit in the form of Performance Bank Guarantee.
13. **ANY MATTER WHICH HAS NOT BEEN COVERED UNDER THESE PROVISIONS** shall be governed as per the provisions of Chhattisgarh State Government Rules.
14. **ACCEPTANCE TESTING:** The equipment will be tested by Concerning authority at F.O.R. Destination.
15. **PROPRIETARY RIGHTS:** The successful bidder shall indemnify the Purchase against all third party claims of infringement of patent, copy right, trademark, license or industrial design rights, software piracy arising from use of goods or any part thereof within India.
16. **DELAYS IN THE PERFORMANCE OF SUCCESSFUL BIDDER OBLIGATION:** Any delay by the successful bidder in the performance of its delivery obligations shall render the successful bidder liable to any or all of the



following sanctions – forfeiture of its performance security, imposition of liquidated damages, Penalty at a rate of 2% per month and / or termination of the order for default.

17. **PENALTY:** If the successful bidder fail to supply all or some of the items within specified delivery period than the penalty at a rate of **2% per month of the price of that particular items which delivered beyond the delivery period is liable to be charged.** If successful bidder failed to supply during **one time extended delivery period with penalty** also then, the Purchaser may consider termination of the Order. Power to extend delivery period would remain reserved with the Purchaser and the purchaser may terminate the order instead of granting extension.
18. **PERFORMANCE BANK GUARANTEE (PBG):** The Selected Bidder at his own expense shall deposit **PBG to Principal, Govt. I.T.I. Parpodi before executing the order. The PBG will be released 60 days after the date of completion of performance obligations including warranty (02 Yeras) obligations. (2 Years + 60 Days)**
19. **LIQUIDATED DAMAGES:** If the successful bidder fails to deliver any goods within the time period specified in the order, **Principal, Govt. I.T.I. Parpodi** shall without prejudice to its other remedies under the order, **deduct from price of undelivered items** as liquidated damages, (Not by way of penalty) 2% per month of the value of undelivered items **from beyond Delivery period** and the penalty shall be **deducted from final bill amount paid by Principal, Govt. I.T.I. Parpodi, Chhattisgarh, 491001, Principal, Govt. I.T.I. Parpodi reserves the right to cancel the order in case the bidder will not deliver the equipment beyond 2 weeks after the delivery period.**
20. **TERMINATION FOR DEFAULT:** **Principal, Govt. I.T.I. Parpodi** may, without prejudice to any other remedy for breach of order, by written notice of default sent to the successful bidder, terminate this order in whole or in part.
 6. If the successful bidder fails to deliver any or all of the goods within the time period(s) specified in the order.
 - b. If the successful bidder fails to perform any other obligation (s) under the order; or
 - c. If the successful bidder, in either of the above circumstances does not rectify / remedy its failure within a period of 15 days (or such longer period as the **Principal, Govt. I.T.I. Parpodi** may authorize in writing) after receipt of the default notice from **Principal, Govt. I.T.I. Parpodi.** In the event **Principal, Govt. I.T.I. Parpodi** terminate the order.
21. **FORCE MAJEURE**
 6. Notwithstanding the provisions of clauses 17, 18, 19 and 20 the bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default or any penalty regarding delayed supply, if and to the extent that, its delay in performance or other failure to perform its obligation under the order is the result of an event of force majeure.

- b. For purposes of this clause, -Force Majeure means an event beyond the control of the successful bidder and not foreseeable events may include, but are not restricted to, acts of Govt. ITI Parpodi in its sovereign capacity, wars or revolutions, fires, floods, epidemics, Any Contageous Virus Threat declared by Government of India, quarantine restrictions and freight embargoes and other acts of God.
- c. If a force majeure situation arises, **the successful bidder shall promptly notify to Principal, Govt. I.T.I. Parpodi in writing of such condition and the cause thereof. Unless otherwise directed by Principal, Govt. I.T.I. Parpodi in writing, the successful bidder shall continue to perform its obligation under the order as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.**
- d. If the force majeure condition(s) mentioned above be in force for a period of 30 days or more at any times, **Principal, Govt. I.T.I. Parpodi** shall have the option to terminate the order on expiry of 30 days of commencement of such force majeure by giving 14 days notice to the successful bidder in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this order prior to such termination.
22. **TERMINATION FOR INSOLVENCY: Principal, Govt. I.T.I. Parpodi** may at any time cancel the bid by giving written notice to the successful bidder, if the successful bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to **Principal, Govt. I.T.I. Parpodi**.
23. **TERMINATION: Principal, Govt. I.T.I. Parpodi** reserve the right to terminate the successful bid in whole or part at any time.
24. **RESOLUTION OF DISPUTES:** The decision of the "**Principal/Secretary**" will be final & binding to all the bidders. Any dispute arising out of this tender or supply of any other matter will fall under the civil jurisdiction of Parpodi only.
6. **APPLICABLE LAW:** The order shall be interpreted in accordance with the laws of India, irrespective of the place of delivery, the place of performance or place of payment under the order. The order shall deem to have made at the place in India from where the order has been issued.
26. **NOTICES:** Any notice given by one party to the other pursuant to this order shall be sent in writing or by Email/Hard copy or Telefax and confirmed in writing to Principal, Govt. I.T.I. Parpodi, Infront of Nagar Panchayat, Block-Saja, Dist-Bemetara, Chhattisgarh 491331, Ph No. 0788-2211156.
- A notice shall be effective when delivered or on the notice's effective date whichever is later.
27. **TAXES & DUTIES:** The Successful bidder shall be entirely responsible for GST all taxes, duties, license fee etc. All custom duties and levies, duties, Indian Foreign Exchange Law, RBI Guidelines, sales tax payable on components, raw materials and

any other items used for their consumption or dispatched directly to the Govt. ITI Parpodi in the state of Chhattisgarh.

27. **TAXES & DUTIES:** The Successful bidder shall be entirely responsible for GST
28. **DEFENCE OF SUITS:** If any action in court is brought against the **Principal, Govt. I.T.I. Parpodi/Consignee** for failure or neglect on the part of the orderor to perform any acts, matters, covenants or things under the order or for the damage or injury caused by the alleged omission of neglect on the part of the orderor, his agents, Representatives or sub-orderors, workmen successful bidder or employees, the orderor **in all such cases shall indemnify and keep Principal, Govt. I.T.I. Parpodi harmless from all costs, damages, expenses or decrees arising out of such action.**
29. **WARRANTY:** The Product quoted should be covered for **2 year** comprehensive onsite warranty from date of final delivery and acceptance by respective ITI Parpodi.

30. **SPECIAL CONDITIONS OF BID**

1. **SUPPLY, INSPECTION & COMMISSIONING:-**

- a) (i) Bidder should conduct 100% Items pre-dispatch inspection by Central / State Govt. agency or by any NABL accredited Laboratory/ Govt. ITI/ Related Govt. Technical Institute (Third party), at the bidder's own cost before supply at F.O.R. within the period stipulated in the tender Document..
(ii) If any bidder has owned any above described institution than Pre-dispatch inspection from these institution will not be allowed.
- b) It is mandatory for successful bidder to supply the items at Principal, Govt. I.T.I. Parpodi, Infront of Nagar Panchayat, Block-Saja, Dist-Bemetara, Chhattisgarh 491331.
- c) **It is responsibility of successful bidder to install and commission the items in F.O.R destinations and take the OK certificate in the Annexure-VIII (CRAC) From institute head or Authorised representatives.**

2. **PACKAGING AND STORAGE:-**

Packaging:-

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

- a) **Accepted items after Committee inspection should be stuck with QC Passed slip.**
- b) **Individual items should be packed in polythene pouches of appropriate sizes.**
- c) **Makers stickers pasted on supplied items will not be accepted.**

- d) **Each box should contain a delivery note containing the manufacturer serial number, month and year of manufacturing along with provision for writing down the beneficiary number, name and date of delivery.**

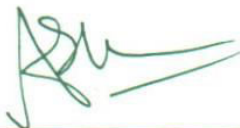
Packing List:-

A packing list should be prepared for the following items.

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

3. LOCATIONS FOR SUPPLY OF GOODS AND SERVICE:

- a) The equipment and Services under the tender document shall be supplied and commissioned in the respective locations of ITI Parpodi. Delivery charges should be borne by successful bidder.
- b) The Electrician trade Related Items shall be supplied in full as per ordered configuration and quantity for acceptance testing. **The Items which does not comply with the technical specification will not be accepted under any circumstance.**
- c) Insuring the goods in transit is the responsibility of the successful bidders.
- d) The items should be delivered at Govt. I.T.I. Parpodi on F.O.R (ITI Parpodi) destination basis and items should be handed over to the officials/acceptance teams concerned at the locations. The list of locations and respective quantity will be provided to the successful Bidder.
- e) **The successful Bidder shall send status report in prescribe proforma(Annexure – IX) on delivery in the format to be prescribed in such intervals as may be required by ITI PARPODI from time to time till the execution of the entire order.**
- f) A leaflet containing the details of the service centres responsible to attend the installation, warranty services, name and designation of the contact persons, higher level in-charge who is responsible to oversee the service centres, person to whom complaints can be made in case the service provided by any centre is not satisfactory, phone, fax, mobile numbers & email address must be provided along with each Item delivered.
- g) In case the Successful Bidder fails to carry out the warranty regulations, Principal, Govt. I.T.I. Parpodi, Infront of Nagar Panchayat, Block-Saja, Dist-Bemetara, Chhattisgarh 491331 would engage any other operator and carry out the service/replacement and deduct the amounts from the warranty amount retained by Principal, Govt. I.T.I. Parpodi, Infront of Nagar Panchayat, Block-Saja, Dist-Bemetara, Chhattisgarh 491331 as per the Payment terms or from their pending bills or any money due or payable to them or PBG.
- h) Depending upon the ground situations and information from the officials regarding failure in maintaining acceptance ratio/ warranty/ service delivery etc. on



the bidder's part, **Principal, Govt. I.T.I. Parpodi** reserves the right to divert the supply of Tender Items from the allotted Successful Bidder.

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

5. **ACCEPTANCE OF TENDERED ITEMS**

(a) Item supplied in **Govt. I.T.I. Parpodi** will be tested at the site. The authorized representative of the successful bidder should carry out the testing along with Institute authority. Subjected to failure in the testing, the amount of the purchase order will be withheld till the acceptance certificate is issued.

(b) **The Head of Institute will issue the acceptance / rejection certificate (CRAC) After receiving the Items mentioning the number of items distributed in the institute.**

(c) **Makers stickers pasted on supplied items will not be accepted and the awarded order will be treated as cancelled and forfeiture of PBG will be take place.**

6. **BILLING:**

The Successful Bidder shall raise the invoice for the Items supplied in the name of Principal, Principal, Govt. I.T.I. Parpodi, Infront of Nagar Panchayat, Block-Saja, Dist-Bemetara, Chhattisgarh 491331 and shipping address will be Site address, where the Tender Items are delivered. At the time of bill submission following documents are needed to present along with the bill –

6. Bill in 3 copies, one is original and another 2 copies are Xerox.
- ii) Vender information report in 3 copies, one is original and another 2 copies are Xerox.
- iii) A signed copy of delivery and acceptance certificate of Items by Head of Institute.
- iv) **It is must to present CRAC provided by Institute after successful delivery of Items along with the above submissions which has to be submitted with in one week from the end of supply date.**
- v) Pre dispatch inspection Report

11. **PAYMENT TERMS**

- a) All payments will be made in INR only.
- b) No advance will be paid or no letter of credit will be issued.
- c) 100% payment will be released after fulfilment of all the point as mentioned in above billing clause.
- d) **100% payment will be released after the safe receipt of goods, as per the specifications given in purchase order & after ensuring successful installation, commissioning and performance of supplied items etc. It is must to produce CRAC provided by Institute after successful delivery of Items along with the above submissions.**
- e) The payment will be subject to fulfilment of warranty obligations.
- f) The Duties and Taxes as applicable at the time of supply within the Delivery Schedule specified in the Tender will be paid. In case, the Duties and/or Taxes

have been reduced retrospectively, the successful bidder is liable to return the same.

- g) The Successful Bidder will have full and exclusive liability for payment of all Duties, Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc now or hereafter imposed.

ANNEXURE - I

BID FORM

To,

Principal
Govt. Industrial Training Institute
Parpodi, Dist-Bemetara
Chhattisgarh 492002

Sir,

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

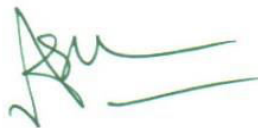
We agree to abide by this bid for a period of 180 days from the date fixed for bid opening in instructions to bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated ____ day of _____ 2022

Signature and Seal of the Bidder



FORM - A

(To be signed and returned along with the tender)

I/We (Full Name)

Address

.....

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

Details of Tender Document fee (Downloaded from Website) :

- (a) Value of Demand Draft Rs. 3000.00
- (b) Demand Draft No & Date.
- (c) Name of Bank
- (d) Place

Details of Earnest Money Deposit (EMD) in the form of DD for which bid is submitted :

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

Date:

Signature
(Name & full Address of the firm)



Performance Bank Guarantee (PBG)/Security Deposit FORM

To,
Principal
Govt. Industrial Training Institute
Parpodi, Dist-Bemetara
Chhattisgarh 491331

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

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

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

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

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

Signature and Seal of Guarantors

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

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

Address:.....

.....
.....



ANNEXURE-V

DECLARATION FOR NOT BLACK LISTED

Date

To,

Principal
Govt. Industrial Training Institute
Parpodi, Dist-Bemetara
Chhattisgarh 491331

Dear Sir,

Ref.: Tender No.

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

Signature of Bidder.....

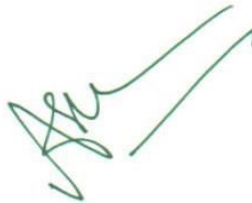
Place :

Name

Date :

Designation

Seal



On Non Judicial Stamp Paper of Rs. 50/-

निविदाकर्ता द्वारा Bid के साथ दिये जाने वाला

शपथ-पत्र

निविदाकर्ता फर्म मेसर्स की ओर से मुझे/हमें अधिकृत किया गया है और मैं/हम निम्नलिखित कथन शपथपूर्वक कहता हूँ/कहते हैं कि :-

6. मैंने/हमने निविदा की सारी शर्तें ध्यानपूर्वक पढ़ी हैं और उनसे सहमत हैं तथा उन्हें मानने के लिये वचनबद्ध हैं।
2. मेरे/हमारे द्वारा संलग्न किये गये सभी दस्तावेज सही हैं और उनमें किसी प्रकार की कांट-छांट नहीं किया गया है एवं गलत जानकारी नहीं दी गई है।
3. मेरे/हमारे द्वारा कामर्शियल बिड में सामग्रियों के लिये जो स्पेशिफिकेशन दिया गया है और उनके सपोर्ट में जो भी संबंधित दस्तावेज, कैंटलॉग/ब्रोशर्स आदि संलग्न किये गये हैं उनमें लिखा विवरण निर्माता द्वारा जारी किया गया है एवं मूल रूप में हैं और उनमें कोई फेरबदल या कांट-छांट नहीं किया गया है।
4. मेरे/हमारे द्वारा निर्माता से मुझे/हमें जारी आथॉराइजेशन प्रमाण पत्र जो कि बिड के साथ संलग्न किये गये हैं वे सही एवं मूल रूप में हैं और उनमें कोई फेरबदल नहीं किया गया है।
5. मैं/हमें दिये गये कयादेशानुसार सामग्रियों को निर्धारित समय सीमा में स्पेशिफिकेशन के अनुसार सप्लाई करने के लिये बाध्य हैं। देर होने या सामग्रियों के स्पेशिफिकेशन में अन्तर होने/कुछ सामग्री न देने पर मुझे/हमें दिये गये कयादेश को निरस्त किया जा सकता है एवं मेरे/हमारे द्वारा जमा किये गये EMD/ Performance Bank Guarantee को निविदा की नियम एवं शर्तों के अनुसार राजसात/ किया जा सकता है तथा दण्ड स्वरूप Liquidated Damages/Penalty@2% Per Month के द्वारा शासन को होने वाले नुकसान की भरपाई मेरे/हमारे द्वारा की जायेगी।
6. मेरे/हमारे द्वारा दी गई जानकारी असत्य पाये जाने पर मुझे/हमें एवं हमारी फर्म को निविदा में भाग लेने से वंचित किया जा सकता है।

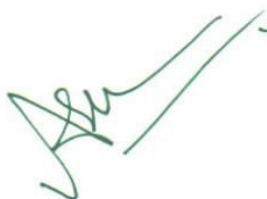
दिनांक

हस्ताक्षर :
 नाम :
 धारित पद :
 फर्म का नाम :
 (सील सहित)



EARNEST MONEY DEPOSIT (EMD) DETAIL

TENDER NAME	EMD AMOUNT IN INR
SEWING TECHNOLOGY	14150.00



**AN AGREEMENT BETWEEN PURCHASER AND SUPPLIER
(On Non Judicial Stamp Paper of 100 Rs.)**

This Deed of Agreement is made and entered into on _____ day of _____ 2022
BETWEEN

Principal Govt. I.T.I. Parpodi, Infront of Nagar Panchyat, Block-Saja Dist-Bemetara (C.G.) (here in after called THE PURCHASER which term shall include its successors and assigns) on the one Part.

AND

_____ having its office at _____

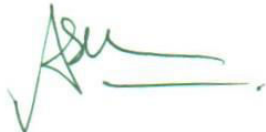
_____ (here in after called THE SUPPLIER which term shall include successors and assigns) on the other Part.

Whereas Principal Govt. I.T.I. Parpodi, Infront of Nagar Panchyat, Block-Saja Dist-Bemetara (C.G.) has to procure the required need of.....Proposal (ENCLOSURE) as per Open Tender .

And whereas THE SUPPLIER expresses their desire to enter into an agreement with THE PURCHASER for the Supply Order No.Dated- for Order amount of..... Under following terms as per Tender Document & CG STORE PURCHASE RULE.

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

1. That the Agreement shall come into force immediately and shall remain valid until the final completion of the job (Including Warranty obligations) or cancelled by THE PURCHASER.
2. As per Tender Document the Purchaser require the supplier to furnish a Performance Bank Guarantee (@5% of total order Amount) which shall be made before or after issue of the supply order through a Bank Guarantee by a nationalized bank, in the prescribed pro forma as mentioned in Tender Document valid up to 60 days after the date of completion of warranty obligations {..... Years(Warranty) + 60 Days}.
3. That THE SUPPLIER should conduct 100% pre-dispatch inspection by authorized Central/State Government Agency (Third Party) as per Tender Document before supply at Destinations (ITI's). Pre dispatch inspection report of supplied Items should be submitted by the supplier along with bill.
4. The rates are as mentioned in Supply Order for F.O.R. Destinations including Transportation/ Demonstration/ Installation/ Commissioning etc. It will be the responsibility of supplier for safe delivery of ordered items in full good & working condition at destination. If the goods received at destination are not according to the specifications, would not be accepted and it will be the supplier's responsibility to return it back on their own cost and risk.
5. That THE PURCHASER may inspect ordered Items during the manufacturing process or after the manufacturing at THE SUPPLIER premises before supply to the Destinations.
6. That the materials as specify in supply order will be supplied by THE SUPPLIER at Respective Consignee location Proposal as per (ENCLOSURE)
7. That THE PURCHASER reserves the right to Increase/Decrease the quantity of items if they feel necessary during the validity of this Agreement.
8. That THE SUPPLIER shall not without the consent in writing of THE PURCHASER assign or sub-let the contract or any part thereof, or make any agreement with any person/company for the execution of any portion of the supply. In this regard consent by THE PURCHASER will not relieve THE SUPPLIER from full and entire responsibility for this Agreement.



9. That the cost of transportation, or any other incidental charges, if required in connection of the delivery of goods shall be borne by THE SUPPLIER.
10. After Submission of Agreement and Performance Bank Guarantee if the Ordered Item does not supply or partially supply by THE SUPPLIER than the Performance Bank Guarantee will be forfeited as a form of Penalty.
11. That if THE SUPPLIER shall in any manner neglect or fail to carry on the work or performance of the terms of the Agreement with due diligence or violates any of the terms of this Agreement THE PURCHASER shall be entitled to cancel The Agreement and demand damages Or forfeiture of Performance Bank Guarantee.
12. As Per Tender Document Delivery Period for All Ordered Items will be Days.
13. That if THE SUPPLIER fails to deliver the materials within Delivery Period i.e. 45 Days, penalty will be imposed by THE PURCHASER at the rate of 2% per month of the price of those particular items as mentioned in order which delivered beyond the delivery period as per Tender Document /CG Store Purchase Rule.
14. All Ordered items should be delivered on working days. At the time of delivery at least one responsible person deputed by supplier should be there at the consignee end.
15. The items shall have guarantee and warranty against manufacturing defect, faulty material and poor workmanship as per Tender Document. If any defect/repairing is noticed during the Warranty/Guarantee period as per agreement, supplier will have to either repair or replaced the same at free of cost.
16. Payment shall be released against the receipt of CRAC (Enclosed) stores (GIR entry) and stock ledger entry in full as a new item in good working conditions as per the specifications and after verification, satisfactory installation, demonstration and commissioning of goods for satisfactory performance. This report must be submitted along with bills.
17. It is the sole responsibility of supplier to produce CRAC (Enclosed) completely filled by destination (ITI's) along with the bill if not so then it is not the responsibility of Directorate, employment & Training, Nava Raipur for any delay or dues in payment.
18. The bills should be prepared Institute wise separately for 100% payment and in the name of Director, Employment & Training, Nava Raipur in quadruplicate.
19. After awarding the order if specification of items as per supply order will found inferior in quality/mismatch with given requirement or any type of irregularity regarding supply than the given supply order can be cancelled partially or fully at any time and the Performance Bank Guarantee will be forfeited as a form of Penalty. Any kind of financial claim regarding this will not be entertained by THE PURCHASER and THE SUPPLIER will be fully responsible.
20. That THE SUPPLIER shall indemnify THE PURCHASER in respect of all claims, damages, compensation or expenses payable in consequence of any injury or accident caused by them ie. THE SUPPLIER.
21. That if any dispute arises in connection with or under this Agreement between the Parties hereto, the matter shall be referred to the civil jurisdiction of Raipur only.
22. Except the above described terms & Condition, All the other terms & condition of Tender Document is also strictly applicable.

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

SUPPLIER

1.....
 2.....
 3.....

PURCHASER

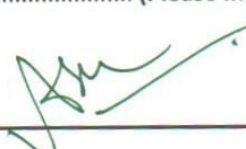
1.....
 2.....
 3.....

WITNESSES

1.....
 2.....

WITNESSES

1.....
 2..... (Please initial each page).



ANNEXURE – VIII

CONSIGNEE RECEIVED & ACCEPTANCE CERTIFICATE (CRAC)

(to be given order wise)

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

Name & address of successful bidder, executing the order :

Supply Order No. with date :

Date of supply at destination :

Date of inspection (Inspection should be carried out order wise, as per the order awarded, in the table format 'A', including all the items of order) :/...../.....

TABLE FORMAT 'A'					
S. No.	Item S. No.	Details of Items along with Specifications	Quantity	Specification of Items supplied by firm is as per supply order (YES/NO)	Detailed remark (give detailed reasons in case item is not as per specification)

Dated Signature of the inspection officers with name and designation

1

2

प्रमाण पत्र

Goods Invert Register (GIR No.) & Page No. :

Stock ledger Number & Page No. :

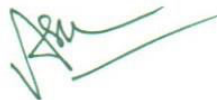
प्रमाणित किया जाता है कि शासकीय औद्योगिक प्रशिक्षण संस्था, दुर्ग आदेश क्रमांकदिनांक.....में उल्लेखित समस्त सामग्रियां कयादेश/स्पेसिफिकेशन अनुसार सही है एवं संबंधित व्यवसाय में प्रशिक्षण हेतु उपयोग में लाया जा रहा है। अतएव सामग्रियों का देयक भुगतान योग्य है।

का देयक भुगतान योग्य

Dated Signature of
Inspection Officer

Dated Signature of
Store officers/ Incharge

Dated Signature of Principal
/ Incharge (with Seal)



Govt. Industrial Training Institute Parpodi, Dist-Bemetara (Chhattisgarh)

TENDER Proposal for Purchasing of Tools, Equipments and Machinaries As per NSQF Syllabus For F.Y. 2022-23

BILL OF QUANTITY

Trade SEWING TECHNOLOGY related Tools, Equipment & Machinery Items (Additional Trade-III)

Sl. No.	ITEM CODE	ITEM NAME AND SPECIFICATION AS PER NSQF TOOLS LIST	DETAIL SPECIFICATION	QUANTITY
1	ST 27	Sewing Machine - Single Needle Lock stitch Industrial model	Industrial model with automatic thread cutter, Max. Stitch length 4 mm, Brand Max. Speed 5000 Sti./ minute, Type- Manual, Max. thread Timmer Speed 300 Sti./minute, Needle bar stroke 30.7mm.	20
2	ST 28	Over Lock Machine 3 Thread	One Needle, three Thread , Industrial Model, Max. Sewing Speed 8500 Sti./minute, Stitch Length 0.8mm-4.00mm , Over Locking width (mm) 1.6, 3.2, 4.0,4.8, Differential Feed Ratio- Gathering 1:2(max. 1:4), Starting 1:0.7 (Max. 1:0.6), Needle Type DC x 27	1
3	ST 29	Zigzag Multi Purpose Machine	Automatic Type, Weight 7.42kg, 35X23X45 cm Length with Sewing Kit, 13 Built in Stitches including Button Hole Stitch, Button Fixing , Rolled Heming Etc.	1
4	ST 30	Double Needle Machine	Industrial model 3000 Sti./ minute, Needle DP x 5 (21)16-23, Pressor Foot- Standard Hook : 7mm (by hand) , 13mm by knee, Max Stitch Length 5 mm	1
5	ST 31	Button Hole machine	Industrial Model, Speed 3600 Sti./ minute, Lift of work Clamp : Max. 12 mm Number of Stitches 54-345 (by Gear Change Method) , Button Hole length 6.4- 38.1 mm, Needle Type : DP x 5 # 11J, 134 NM 75	1
6	ST 32	Button Sewing Machine	Industrial Model, Machine Type- Manual, Automatin Grade-Autmatic, Number of Stitches 8.16 and 32 Stitches, Heavy materials, Max. Sewing Speed 1200-1500 Sti./ minute, Feed Length 2.5 -6.5mm , Feed Length wise Feed 0-6.5mm, Applicabe Button- Shank , Wrapped Around , Snap , Lable, Metal , Stay Button., Button Size- 10-28 mm (Thickness of Button 1.8-3.5 mm)	1
7	ST 33	Bar Tack Machine	Computer Controlled , High Stitch engh 0.1 ~ 10.00 mm (0.1 mm stcp, Max. Sewing Speed 3200 Spm, Sewing Machine Table & Table Stand, Clutch Motor, Sewing Machine Oil & Sewing Machine Parts Etc.	1
8	ST 34	Feed off the arm Double Needle	Industrial Model, Capacity All Types of clothes, Number of Needle 03, Max. Sewing Speed 3600 Sti./ minute, (normal 3000 sti./minute) Stitch Length 1.4 ~ 4.2 mm, Length of the Pressure Foot 10 mm, Circumference of the tube at the needle entry , 190 mm, Stitch Adjustment System by push Button (with locking mechanisum), Lubrication Semi Automatic.	1
9	ST 35	Machine attachments	Industrial Machine Attachment Kit (All Purpose foot, Satin Foot, Zipper Foot, Sew-Easy Foot, Adjustable Zipper cording Foot, Bl;ind Hem Foot, Over Edge Foot, Button Stitch Foot, Darning Embroidary Foot, Even feed Foot, Quarter Inch Foot, Open Toe Foot, Edge Joining Foot, Pintuk Foot, Ruffler Foot, Gathering Foot, Cording Foot, Sew & Serge Foot)	1
10	ST 46	White Board with accessories Size as per requirement	WHITE BOARD - White / Writing cum Projection Screening / Dry Marker Ink Size - 1800 L(mm) x 1200 (W) mm Normal White board for Classroom Aluminium Beat at corner and 02 Hooks at Top	1

PRE-CONTRACT INTEGRITY PACT

1. GENERAL

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

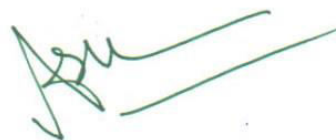
1.2. WHEREAS the BIDDER is a Private Company/Public Company/ Government Undertaking/ Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government, performing its function on behalf of the Government of Chhattisgarh.

2. OBJECTIVES

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

2.1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2. Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.



3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

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

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

4. COMMITMENTS OF BIDDERS

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



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

- 4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 4.3. The BIDDER further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.



- 4.7. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

- 5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 5.2. If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

- 6.1. Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of.....
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the..... (BUYER).....on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).



- 6.2. The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.
- 6.3. In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

- 7.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.



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

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

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



shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

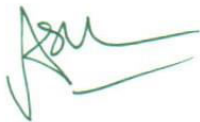
- 7.2. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

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

9. INDEPENDENT MONITORS

- 9.1. The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.
- 9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 9.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.



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

10. FACILITATION OF INVESTIGATION

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

11. LAW AND PLACE OF JURISDICTION

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

12. OTHER LEGAL ACTIONS

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

13. VALIDITY

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

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

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

BUYER

BIDDER

8 

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Department/ PSU

Witness

Witness

1).....
.....

1).....
.....

2).....
.....

2).....
.....

