MAHATMA GANDHI ANTARRASHTRIYA HINDI VISHWAVIDYALAYA,

Post Hindi Vishwavidyalaya, Gandhi Hills,Wardha-442 001.
(Phone 07152-255686 Fax No 07152-232669)
[Website : www.hindivishwa.org]

Tender No. : MGAHV/008-PS/2016-17/02 **Date :** 02.12.2016
File No. : 008/2015-16/Tx.Tech./136

Tender Form for Purchase of Technical Equipments for Textile Technology Course of the University

ज्ञान शांति मैत्री

TENDER FORM SALE WILL START FROM	:	03.00 PM on 05.12.2016
LAST DATE FOR SALE OF TENDER FORM	:	Upto 05.00 PM on 21.12.2016
LAST DATE FOR SUBMISSION OF TENDER FORM	:	Upto 3.00 PM on 26.12.2016
DATE OF OPENING OF TENDER	:	At 4.00 PM on 26.12.2016

- **Tender available on www.eprocure.gov.in & www.hindivishwa.org**

PRICE Rs. 500/-

ज्ञान शांति मैत्री

महात्मा गांधी अंतरराष्ट्रीय हिंदी विश्वविद्यालय

(संसद द्वारा पारित अधिनियम **1997,** क्रमांक **3** के अंतर्गत स्थापित केंद्रीय विश्वविद्यालय)

पोस्ट हिंदी विश्वविद्यालय, गांधी हिल्स, वर्धा - **442 001** (महाराष्ट्र), भारत

[Phone No. 07152 - 255686, Fax No. 07152 - 230903]

[Website : www.hindivishwa.org]

निविदा सूचना

Tender No. : MGAHV/008-PS/2016-17/02 Date : 30.11.2016

विश्वविद्यालय में निम्नानुसार तकनीकी सामग्री की आवश्यकता है:-

क्र.	विवरण	निविदा शुल्क	ई.एम.डी. शुल्क	निविदा जमा करने की अंतिम तिथि
01	**Technical Equipments for Textile Technology Course of the University**	**` 500/-**	**` 16,500/-**	**03.00 pm on 26.12.2016**

उपरोक्त के संदर्भ में निविदा सूचना की पूरी जानकारी विश्वविद्यालय की वेबसाइट ***www.hindivishwa.org*** एवं भारत सरकार की वेबसाइट ***www.eprocure.gov.in*** पर भी उपलब्ध है।

कुलसचिव

ANNEXURE-I

SUBMISSION OF OFFER

From:

Dear Sir,

We hereby submit our offer in full compliance with the terms and conditions of the attached Document.

Earnest money deposit in the form as stated in the clause of tender document amounting to **Rs. 16,500/-** is enclosed.

Our offer shall remain valid for acceptance for a period of 90 days from the date of opening of tender.

Very truly yours,

(Seal and Signature of the Tenderer)

Full Name _____

Title & Capacity_____

ANNEXURE-II

SPECIAL INSTRUCTIONS

(If any instruction contained in this tender is contrary to instruction mentioned in special instruction the special instruction will prevail)

01	Date of sale of Tender Document	**:**	**From 05.12.2016 to 21.12.2016 up to 5.00 pm** on all working days i.e. (Monday to Friday)
02	Last date for Submission of Tender	**:**	**Upto 3.00 PM on 26.12.2016** (if the **26.12.2016** shall be declared as close holiday, the tender shall be submitted on next working days.)
03	Time and date for opening of Tender	**:**	**At 4.00 PM on 26.11.2016** (if the **26.12.2016** shall be declared as close holiday, the tender shall be opened on next working days.)
04	Tender cost	:	**Rs. 500/- (Non Refundable)**
06	Items	:	**Technical Equipments**
08	Validity of offer	:	90 days
09	Terms of Delivery	:	**Free delivery at consignees site i.e MGAHV, Wardha**
10	DELIVERY PERIOD	:	30 days from the date of issue of Supply Order for entire quantity.
11	Payment Terms	:	Payment of the supplies will be made as early as possible, only after receipt of inspection and satisfactory report of goods from the concerned department. The bill should be submitted in triplicate.
12	Eligibility Criteria	:	As mentioned in the terms & conditions.
13	Guaranty/Warranty	:	Guarantee/Warranty period will start from the date of acceptance of items in full satisfactory condition after due inspection and shall remain valid for minimum 12 months.

ANNEXURE-III

TERMS AND CONDITIONS OF TENDER FOR SUPPLY OF TECHNICAL EQUIPMENTS

01. REFERENCE FOR DOCUMENTATION

In the event of an order, the order number must appear on order confirmation, correspondence, drawing, invoices, shipping notes, packing and on any documents or papers connected with the Purchase order.

02. CONFIRMATION OF PURCHASE ORDER

In the event of an order the Vendor shall acknowledge receipt of Purchase Order within ten days following the mailing of Purchase order and shall thereby confirm his acceptance of the Purchase Order in its entirely without exceptions. This acknowledgement will bear on both purchase order and General Purchase Conditions.

03. GENERAL GUIDELINES

a. Tender should be submitted in the prescribed form furnished by the MGAHV, Wardha only and as given in this Tender Document.

b. Every tenderer must quote strictly in accordance with the conditions and specifications prescribed by MGAHV in this tender document. Conditional offer shall stand cancelled.

c. All entries in the tender must be written in permanent ink or typewritten without use of eraser or overwriting. Corrections, if any, should be attested under the full signature of the tenderer. Each page of Document should be signed/initialed and all enclosures should bear signature and stamp of tenderer in authentication.

d. All the Rates given in the Price Bid referred at Tender Document of Tender must be expressed both in words and in figure and in case of difference between the two, the rates given in words would be final and considered correct.

e. When person signing the Tender/agreement is not the Sole Proprietor of the company the original Power of Attorney or a Notary certified copy thereof authorizing such person to act and sign on behalf of the company must be enclosed.

f. All tenderers are required to read these conditions carefully before submitting their offer.

g. Incomplete tender will be summarily rejected.

h. The University reserves the right to accept or reject any or all the tenders at any stage, without assigning any reason therefore.

04. ELIGIBILITY CRITERIA : The Tenderer should

a. Have minimum 2 years of experience of supplying tendered items in bulk to the Government Departments/organisation. (Valid certificate or Purchase Orders issued by Departments/organisation to be attached).
b. Have minimum Turnover of **Rs. 25.00 Lakh** per year during each of the last three years out of which the annual turn over for the supply of items covered under this tender should be at least **Rs. 15.00 Lakh** (valid and certified proof has to be attached).
c. Have original copy of authorization from manufacturer valid throughout the contract period, in case the firm is not a manufacturer of the item.
d. not have been blacklisted by the Government Departments/ organisation.

Mere fulfillment of minimum eligibility criteria does not entitle the firm to demand that their financial bid be evaluated.

05. DESPATCH INSTRUCTIONS

The goods shall be consigned in the name of consignees, viz.

The Registrar,
Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya,
Post – Hindi Vishwavidyalaya, Gandhi Hills,
Wardha – 442 001.

Phone : 07152-255686
Fax : 07152-247602
Email : registrar.mgahvc@gmail.com

The seller shall intimate to the purchaser, by fax, e-mail- registrar.mgahvc@gmail.com or speed post at least 07 (seven) working day in advance, the mode of transport and probable date of delivery of consignment. Technical Equipments are required to be delivered at consignee's location at freight, at the risk and cost of the supplier.

06. DELIVERY PERIOD: 15 days for the entire quantity as per Purchase Order. Refer clause 13 (Liquated Damages) related with delay beyond 30 days.

07. TENDER COST – Rs. 500/- (Non-refundable) : All Tenderers submitting downloaded tender form must attach a DD of **Rs. 500/-** along with tender documents in favour of Finance Officer, MGAHV, Wardha.

08. EARNEST MONEY DEPOSIT (EMD)

An EMD of **Rs. 16,500/- (Sixteen thousand and five hundred only)** by way of Demand Draft in favour of Finance Officer, MGAHV, Wardha payable at Wardha to be attached with bid. For unsuccessful vendors, the EMD will be refunded within 30 days of finalization of tender. For successful bidder, EMD shall be released once Security Deposit is submitted. EMD will be forfeited in case of:

i. Failure of the bidder to honour their offer.
ii. Withdraw their offer before expiry of validity period.
iii. Inability to perform satisfactorily after receipt of order in case of successful bidder.

- No interest is payable on EMD.
- Tender will be summarily rejected under following circumstances:

a. EMD submitted in form of cheque.
b. The EMD is not of prescribed value.

09. RIGHT TO REJECTION

i. The decision of the MGAHV, Wardha shall be final as to the quality of the materials and shall be binding upon the Tenderers. In case of any of the article supplied not being found as per specification such article shall be liable to be rejected or replaced and any expenses or losses caused should be borne by the supplier, It should be ensured by the supplier that article supplied should be best in quality and free from any defects.
ii. The acceptance of article will be made only when the article are inspected and found up to the standard specifications and free from all defects.
iii. The rejected articles must be removed by the Tenderers from the consignee's premises within 07 days from the date of the intimation about rejection at the risk and cost of the tenderer.
iv. Sample may be provided if asked by MGAHV, Wardha and material item not conforming to sample will be rejected outright

10. RESPECT FOR DELIVERY DATES

In the event of an order the item of delivery as mentioned in the Purchase Order shall be the essence and no variation shall be permitted except with prior authorization in writing from the MGAHV. Goods should be delivered securely packed and in good order and condition at the place and within the time specified in the Purchase Order for their delivery.

11. PRICE

The price quoted shall be subject to following conditions :

a. Price escalation clause is not applicable to this supply order.
b. Tenderers are required to indicate Basic Prices, Sales Tax/VAT and any other levyable taxes/ charges separately within proforma for Price Bid. Such details reflected outside the proforma will not be accepted.
c. Tenderers must attach copies of Govt. notification in support of all applicable Taxes/ Duties quoted in the offer.
d. Tenderers must attach copies of Sales Tax registration, PAN card, VAT, TIN registration certificate.

12. VALIDITY OF THE OFFER

Offer shall be valid for a period of 90 days from the due date of submission of offer. Necessary extension shall be sought within the validity period in case, any extension is required at that stage.

13. LIQUIDATED DAMAGES

Liquidated Damages (LD) will be applicable @ 1% of the contract/Purchase order per week or part thereof for delay in supplies subject to a maximum ceiling of 5% of Purchase order/ contract value for 10 weeks. In case of delay beyond the above period action shall be initiated for termination of contract/Purchase order.

14. FALL CLAUSE

Fall clause will be applicable on this contract which is as follows:

i. The price charged for the items supplied under the contract by contractor shall in no event exceed the lowest price at which the contractor sells the items or offers

to sell items of identical description to any persons/organization during the currency of this contract.

ii. If at any time, during the period the contractor reduces the sale price, sells or offer to sell such stores to any person/organization at a price lower than the price chargeable under the contract, He/they shall forthwith notify such reduction or sale to the MGAHV and the price payment.

15. TERMS OF PAYMENT

100% payment within 30 days, subject to supply at University campus, verification and certification of the competent authority of the University.

16. RECOVERY OF SUMS DUE

Whenever any claim against the Vendor for payment of a sum of money arises out of or under the contract, the Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya, Wardha shall be entitled to recover such sums from any sum then due or which at any time thereafter may become due from the Vendor under this or any other contract with the Owner and should this sum be not sufficient to cover the recoverable amount the Vendor shall pay to the Owner on demand the balance remaining due.

17. BEST PRICE CLAUSE

In the case of 'Successful Tenderer (s)', the orders placed on them will be governed by the 'Best Price Clause' under which the Tenderer on whom the order is placed offers a lower rate/better terms (other than at which order is placed on the items tendered by MGAHV) to any party during the pendency of the order, the same price/terms will automatically be applicable to Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya with effect from the date of such lower rates offered by the vender to other parties.

18. RISK PURCHASE CLAUSE

In the event of Contractor not meeting the indents placed by the Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya, Wardha within the stipulated time, then Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya, Wardha would be free to use the services of any others and recover the difference in such services and additional expenses incurred by the Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya from the Contractor. Insurance charges, if any, shall be borne by the supplier.

19. INSPECTION

In addition to any test conducted by the vendor under the contract or any applicable codes or standards, the materials(s) shall be subject to inspection (including Third Party Inspection) at any time prior to shipment and/ or dispatch.

Unless otherwise specified in the contract the inspection shall be carried out as per the relevant standards/scope of inspection provided alongwith the Purchase Order. All charges for third party inspections shall be borne by the vendor and Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya, Wardha shall reimburse these charges at actual against documentary proof of payment (limited to amount indicated in the contract towards third party inspection) unless such inspection has become in-fructuous for any cause.

20. NON-WAIVER

Failure of the Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya, Wardha to insist upon any of the terms or conditions incorporated in the Tender Documents or failure or delay to exercise any right or remedies herein or by law or failure to properly notify Vendor in the event of breach, or the acceptance of, or payment of any goods here under or approval of design shall not release the Vendor and shall not be deemed to be a waiver of any right of the Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya, Wardha to insist upon the strict performance thereof or any of his or their rights or remedies as to any such goods regardless of when goods are shipped, received or accepted nor shall any purported oral modification or revision the order by Registrar act as waiver of the terms thereof.

21. CANCELLATION/TERMINATION OF CONTRACT/PURCHASE ORDER

In the event of an order, the MGAHV, Wardha reserves the right to cancel the order or any part thereof and shall be entitled to rescind the contract wholly or in a written notice to the vendor if,

i. Specified delivery schedule is not adhered to beyond 3 months from due date unless specifically requested by the user.

ii. Laid down specifications are not adhered to or when the performance of the contract is unsatisfactory.

iii. Purchase Order terms and conditions are violated for the reason of insolvency of the supplier.

Upon receipt of the said cancellation notice, the Vendor shall discontinue all work/supply on the Order and matters connected with it.

The Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya, Wardha in that event will be entitled to procure the requirement in the open market and recover the excess payment over the Vendor's agreed price, if any, from the Vendor's reserving to itself the right to forfeit the security deposit, if any, made by the Vendor against the contract.

22. SECURITY DEPOSIT/PERFORMANCE SECURITY

The successful bidder shall submit a Security deposit of 5% of the basic order value for satisfactory execution of the order by way of Demand Draft in favour of Finance Officer, Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya, Wardha payable at Wardha. Bank Guarantees shall also be accepted in lieu of Demand Draft. The Security deposit shall be forfeited in case the vendor fails to execute the order as per the tender conditions. The above security deposit shall be submitted by the vendor within one week from the date of receipt of Purchase Order. The vendor shall confirm his acceptance with security deposit. Acceptance without security deposit will be summarily rejected. Bank Guarantee should be valid for minimum 180 days. Bank Guarantee shall be returned to vendor after completion of supply and acceptance of material as per order.

23. TRANSFER AND SUB-LETTING

The Tenderers has no right to give, bargain, sell, assign or sublet or otherwise dispose of the resultant contract or any part thereof, as well as to give or to let a third party to take benefit or advantage of the resultant contract or any part thereof.

24. QUERY AND CLARIFICATIONS

In case of any contradiction noticed in this Tender Enquiry the same be got clarified within 07 (seven) days from the date of publication of Tender on the websites, else decision/ interpretation of MGAHV, Wardha in this regard would be final in all respect.

25. ARBITRATION

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties or their respective representatives or assignees, at any time, in connection with Supply Order, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be referred to a sole

Arbitrator appointed by the Vice-Chancellor, MGAHV, Wardha & the decision of the Arbitrator so appointed shall be final and binding on the supplier.

26. GUARANTEES/ WARRANTY

Minimum One year guarantees/warranty should be given for each article.

27. ENCLOSERS

The Tenderers must enclose the following documents alongwith Tenders.

1. Tender document duly filled, signed and stamped on each page.
2. Receipt of purchase of Tender document and Tender cost, if the Tender downloaded from the websites.
3. Demand draft for EMD
4. Solvency Certificate duly signed by the banker.
5. Copy of PAN Card
6. Copy of VAT Registration Certificate
7. Copy of Sale Tax Registration Certificate

28. SUBMISSION OF TENDER

i. Tenderers shall sign on each page of this tender document and submit alongwith their offer as a token of acceptance of all terms & conditions.

ii. The envelop of tender must submitted to

The Registrar,
Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya,
Post – Hindi Vishwavidyalaya, Gandhi Hills,
Wardha – 442 001.

iii. Tender should be sealed and not stapled.

iv. Tender documents dropped in a box in Campus Development Department of the University will only be accepted. Tenders submitted by hand or by any other means will not be considered.

v. Late Tenders due to any reason, whatsoever, shall not be considered.

REGISTRAR

ANNEXURE-IV

LIST OF ARTICLES WITH SPECIFICATION

Sr.	NAME OF ITEMS WITH SPECIFICATION
01	**FIBRE BUNDLE STRENGTH TESTER (Stelometer)** • Purpose: To measure the strength and elongation of fibre bundle precisely and simultaneously. • Features: * Compact, Portable, table top machine. * Measurement Range: 0-8 kilograms for Strength scale and 0-50 % for elongation scaleTechnical Standards: Measurement Range: 0-8 kilograms for Strength scale and 0-50 % for elongation scale Accuracy Level : ± 5% Accessories provided: Pair of combs, wise, tweezers and 1/8th gauge clampInstallation Requirements to be arranged by Buyer: Precision Branded Electronic Balance (0.001 gms accuracy) and Sturdy Wooden table or Concrete Base
02	**COTTON FIBRE SORTER (Fibro graph) {Maturity}** • Accurate measurement of fibre length characteristics including effective length and % of short fibres. • A Clamp, Velvet Mat, supporting black boards, Combs
03	**FIBRE FINENESS TESTER (Micronaire)** • Fibre measuring range of 2.2. To 8.0 Micronaire. • Air flow measurement done through glass tube roto meter • Air regulator cum filters provided • Auto ejection of tested sample from the chamber. • Without Vaccum Pump
04	**Wrap Block 10"** • Purpose: To measure the hank measurement in Sliver and Roving. • Features: • Conventional Wrap Block is highly reliable and accepted by all technical personnel in the textile industry. • Accurate 1 yard circumference, high quality M.S. Chrome plated drum to measure hank measurement in Sliver and Roving. • A Mechanical Counter provided.
05	**Digital Wrap Reel – Motorised Operated** • The Wrap Reel is mounted over a fabricated thick steel sheet base plate. Bobbins of upto 100 mm diameter and 250 mm length can be mounted one the base plate. The yarn taken up form the bobbins is guided over a stainless steel rod and is spread uniformly with the help of vitreous enamel coated pigtail yarn guides. The guides move through a distance of 20 mm once every sixteen turns to give leas of 20 mm width. • The standard Wrap Reel is suitable for making either imperial or metric leas. Composite Wrap Reel which can make either of the two types of leas with the help of an additional reel is also available. <u>TECHNICAL DATA</u> • Swift Perimeter : Imperial –54 inch • Number of leas made at a time : 5 • Spread of each lea : 20 MM • Operating Speed : 100 RPM (in Manual depends upon operator) • Motor : 1/4 HP 230 V single Phase AC for Motor Operated Model RELATED STANDARD • IS 1671-1977 : Method of Determination of Yarn Strength Parameters of Yarns spun on cotton system • BS 2010, ASTM D 1907/2260, DIN 53830

06	**Electronic Weighing Scale** • Capacity 600gm • Least Count – 0.01gm
07	**Twist Tester Manual Model** TECHNICAL DETAILS • Test Length : 25 to 250 mm (25 to 500 mm for motorized version). • Load on test specimen : 0 to 100 g. • Counter : Five digit revolution counter to give S twist directly and Z Twist by subtracting from 100,000. RELATED STANDARDS • IS 832 – 1985 : Method of determination of Twist in yarn. • BS 2085 – 1973: Determination of twist in Yarn by Direct Counting Method. • ASTM D 1423 : Determination of twist in Yarn by the Direct Counting Method.
08	**Elmendorf Tear Tester- 6400gms** • The Elmendorf Tear Tester consists of a brass sector pendulum pivoted on anti-friction ball bearings on a vertical bracket fixed on a rigid metallic base. The test specimen is in shape of a rectangle and is held between two clamps, one of which is mounted on the pendulum and the other is mounted on the vertical bracket. The clamps are mounted in such a manner that their holding faces are aligned with each other when the pendulum is locked in its raised position. The pendulum is released by lifting the release lever. This action causes the test specimen to tear right through. The tearing strength is indicated on a scale fitted on the pendulum against a low friction pointer pivoted on the same axis as the pendulum. • An adjustable knife is mounted on the bracket on which the pendulum and the fixed clamp is mounted. The blade is located between the two clamps and is used for making the initial slit in the test specimen. • A brass check weight is supplied with the tester for verification of its calibration. The apparatus is finished in blackmalt finish and bright chrome plating to give it a corrosion resistant finish. • Clamping Surfaces of each clamp : 36 mm wide x 16mm high. • Distance between clamps : 2.8 mm • Tearing Distance : 43 mm • Scale reading : 0 to 100% of range. ISO 6383, ISO 1974, GB 11999, GB/T 455.1, GB/T 455.2, ASTM D 1922, ASTM D 1424, TAPPI T414
09	**Beasley Balance** • For Direct Count in Fabric, Beasley Balance consists of a lightweight beam pivoted on jewel bearings with a hook at one end and a pointer at the other. The beam is initially leveled to bring the pointer against a datum line. A standard weight is suspended in a notch on the beam arm on the pointer side. A template is used to cut short lengths of yarn, the length depending upon the count system required. These lengths are placed on the hook until the pointer comes against the datum line. The number of short lengths required to balance the beam gives the count of the yarn.
10	**Crease Recovery Tester** for Fabric
11	**Round Cutter** For GSM • Extra Pads-02, And 1 set Blade. The unit is recommended for Yield testing i.e. determination of weight per unit area. The sample cutter cuts out rapidly and accurately circular specimens of 100 Sq. cm. which is exactly One Hundredth of a Square Meter, the result in grams, multiplied by 100, gives grams per square meter. GRAMS Per Square METER = Specimen Weight in Grams x 100

	TECHNICAL DETAILS • Specimen Area : 100cm2 • Specimen Diameter : 113 mm (Approx) • Type of Cut : Standard • Blades : Heavy Duty (German) For Long Life 04 Nos • Rubber Pad : Special Quality chosen for this application for Repetitive test without failure. • Lock : 01 No to ensure the proper operation
12	**Tensile Strength Tester Digital Model / Lea Strength Tester Both** • The Digital Tensile Strength Tester Machine is suitable for determining the Fabric strength / Lea Strength / and canvaases of any kind of elastomers like Textiles, Break Plastics, rubbers or may more having low breaking strength using the constant rate of traverse principle. In this equipment, one end of the test specimen is held in a grip attached to a load measuring device and the other end is held in a movable grip which is moved at a fixed speed with the help of a motor, belt pulley, worm reduction gear, and screw arrangement, thus exerting a load on the test specimen. An arrangement to hold the different bottle diameters is provided with same. TECHNICAL DETAILS • Capacity – 500 KG. • Ranges :0-500 Kg • Sensitivity : 0.2% gms • Speed of the tester : Speed 100 mm per min. ¼ HP AC Motor • Minimum grip Separation : 25mm • Maximum grip Separation : 750mm • Motor : 1/2 hp, DC Motor, 1500 rpm AC • Power Consumption : 1Kw RELATED STANDARDS • ASTM D- 412 , BS-1610, BSES-1002-3, ASTM-E-4, DIN-5122/1 • Digital Model With Digital Load and Elongation Monitor Machine with Tensile • (Flat) Grippers and Flexural Test Grips • Calibration Certificate, User Manual
13	**Laptop** (Branded) Processor-**i3, RAM-2GB, HDD 500 GB**, Display 15.6”, Bluetooth, wi-fi etc.
14	**Laptop** (Branded) Processor-**i5, RAM-4GB, HDD 1TB**, Display 15.6”, Bluetooth, wi-fi etc.
15	**Printer** (Printer & Scanner) (Branded) Features: 2 Line LCD Panel, Flatbed Colour Image Scanner, Printing Technology: Inkjet, Scanner Type: Flatbed, Print Resolution: 1440x720 DPI, Print Speed Black: 34 PPM
16	**LCD Projector & Ceiling Mounting Kit**

REGISTRAR

ANNEXURE-V

PROFORMA FOR SUBMISSION OF OFFER (PRICE BID)
{TO BE FILLED BY THE BIDDER}

i) Tenderers are requested to read the instructions given at the bottom of Price Bid proforma carefully before filling the same.

ii) Currency to be mentioned in columns A to F

S. No.	Name of items	Basic Rate per unit (Rs)	Sales Tax/ VAT, if any (Rs and %)	Any other levy able Taxes, Duties and Charges/ surcharges with name (Rs and ssss%)	Net price per unit. (Rs)
(A)	(B)	(C)	(D)	(E)	(F)
01	**FIBRE BUNDLE STRENGTH TESTER (Stelometer)**				
02	**COTTON FIBRE SORTER (Fibro graph) {Maturity}**				
03	**FIBRE FINENESS TESTER (Micronaire)**				
04	**Wrap Block 10"**				
05	**Digital Wrap Reel – Motorised Operated**				
06	**Electronic Weighing Scale**				
07	**Twist Tester Manual Model**				
08	**Elmendorf Tear Tester- 6400gms**				
09	**Beasley Balance**				
10	**Crease Recovery Tester**				
11	**Round Cutter**				
12	**Tensile Strength Tester Digital Model / Lea Strength Tester Both**				

Gross Total

Gross Total in figures as well as in words:_____

Note:-

i) The Complete commercial quote should be in one currency **i.e. Indian Rupees only**. Currency of price should be clearly mentioned.

(ii) Tenderer will attach justification of price quoted which should include the recently executed contracts of the store in question with Govt./Semi Govt. Organization etc.

(iii) Rates will be compared by taking account inclusive of the Taxes & Duties to decide L-1

(iv) Entry Tax/Octroi/Toll Tax and other Statutory Taxes will be applicable at actual, If admissible.

(v) Tenderers are required to indicate Basic Rate, Sales Tax/VAT and any other leviable taxes/charges separately within above Proforma. Such details reflected outside the Proforma will not be accepted.

(vi) No column to be left blank. Wherever amount is not quoted, the column should be clearly marked as "Nil ″

(vii) The decision/interpretation of MGAHV shall be final in all respect.

ANNEXURE-VI

(On the Bank's letter head)

VII – SOLVENCY CERTIFICATE

….....BANK
HO.....BRANCH

To **Date** **----------**

The Registrar,
Mahatma Gandhi Antarashtriya Hindi Vishwavidyalaya,
WARDHA.

Sub: Capability /Solvency Certificate in respect of M/s.....

This is to inform that in our opinion and to the best of our knowledge and information available on the records of the Bank as on …..... M/s …..... a firm/private Limited Co. carrying on business at ….....with Shri …..... as a proprietor / Parteners / Directors …..... is capable of undertaking contract works to the extent of Rs..... (Rupees ….....…..... only)

This certificate is issued without any guarantee or responsibility or commitment on the part of the bank or any of its officers/ employees.

For ….....

….....Branch

MANAGER / SENIOR MANAGER

BANK'S STAMP

ANNEXURE-VII

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2016, between, on one hand, the President of India acting through Shri _____ Designation of the officer, Ministry/Department, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part 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 and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/ Equipment/ item) and the BIDDER/Seller is willing to offer/has offered the stores and

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 of India/PSU 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 BIDDERs 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 official by following transparent procedures.

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

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, 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.

1.2 The BUYER will, during the pre-contract stage, treat all 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 other BIDDERs.

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.

2 In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER 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.

Commitments of BIDDERs

3 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:-

3.1 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.

3.2 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 disfavavour to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.

3.4 BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence 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.

3.6 The BIDDER, 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.

3.7 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.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activites.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier, The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf or the BIDDER, 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 BIDDER'S firm , the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in section 6 of the Companies Act 1956.

3.13 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.

4. **Previous Transgression**

4.1 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.

4.2 The BIDDER agrees that if he/she 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.

5. <u>Earnest Money (Security Deposit)</u>

5.1 While Submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money/security Deposit, with the BUYER through any of the following instruments:

(1) Bank Draft or a Pay Order in favour of _____

(2) 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.

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

5.2 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 the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER, a clause would also 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.

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

6 <u>Sanction for Violations</u>

6.1 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:-

a) 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.

b) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (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 therefor.

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

d) To recover all sums already paid by the BUYER and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, 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 for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

e) 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.

f) To cancel all or any other Contracts with the BIDDER. 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.

g) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

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

i) 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.

j) 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.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(1) to (10) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (Whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter (9) of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

7 **Fall Clause**

7.1 The BIDDER undertakes that it 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 Ministry/Department of the Government of India 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 Ministry/Department of the Government of India 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.

8 **Independent Monitors**

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

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

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including, minutes of meetings.

8.5 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.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER 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 BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 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.

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

10 Law and place of Jurisdiction

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

11 Other Legal Action

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

12. **<u>Validity</u>**

12.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, 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.

12.2 Should one or several provisions of this Pact turn out to be invalid: the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact an _____ on _____

BUYER	BIDDER
Name of the Officer	CHIF EXECUTIVE OFFICER
Designation	
Deptt./MINISTRY/PSU	

<u>Witness</u>	**<u>Witness</u>**
1. _____	1. _____
2. _____	2. _____

*Provisions of these clauses would need to be amended/deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.