



**Government of Tamil Nadu
Department of Employment and Training
(Training Wing)**

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**Tender Document
For
Supply of Drawing Instruments to Trainees of
Government I.T.I.s and Government Aided Pvt. I.T.I.s
throughout the State of Tamil Nadu**

Open Tender No. 38296/ Pur3 /2022, Dated. 22.11.2022.

Last Date Of Receipt of Tender : 09.12.2022 , 03.00 pm

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**O/o DIRECTOR OF EMPLOYMENT AND TRAINING
ALANDUR ROAD, GUINDY, CHENNAI-600 032.
TAMILNADU
044- 22501006 Extn. 312,314**

E-mail: detpurchase2013@gmail.com

GOVERNMENT OF TAMIL NADU
DEPARTMENT OF EMPLOYMENT AND TRAINING
(Training wing)
Alandur Road, Guindy, Chennai-600032

NOTICE INVITING TENDER

Ref.No. 38296/Pur3/2022 Dated. 22.11.2022

Sealed Tenders in Two cover system are invited from reputed and registered Original equipment Manufacturers/Authorised dealer for the supply of "Drawing instruments" to the Government Industrial Training Institutes and Government Aided Pvt.I.T.Is functioning across the State of Tamil Nadu under the scheme of free distribution of Drawing instruments to the trainees of Government ITIs & Government aided Private ITIs.

The details of Drawing instruments to be procured along with specifications are mentioned in the tender documents. The tender documents shall be obtained from the office of the Director of Employment and Training, Alandur Road, Guindy Industrial Estate, Guindy, Chennai-600032 on any working day between 10am and 5 pm.

The tender document can also be down loaded from the Government tender website www.tenders.tn.gov.in or www.skilltraining.tn.gov.in at free of cost.

1	Tender inviting authority	Joint Director (SAMC), O/o The Director of Employment and Training, Guindy, Chennai-600032.
2	EMD	Rs. 25,000 (Rupees Twenty Five Thousand Only)
3	Cost of tender document	Rs.1050/- (inclusive of GST) by way of Demand Draft in favour of the 'Assistant Accounts officer', O/o The Director of Employment and Training, drawn in any Nationalized Bank payable at Chennai. Add Rs.200/- to get the Documents through post. Tender Document shall be downloaded from the above mentioned web site at free of cost.
4	Conditions	As stipulated in the tender schedule.
5	Sale of tender document	24.11.2022 to 09.12.2022 upto 11 am. (on all Working days)
6	Pre-bid meeting	01.12.2022 at 11.30 am Venue: O/o Director of Employment Training, Guindy, Chennai- 600032.
7	Last date for receipt of tender	09.12.2022 to 3.00 pm.
8	Date, time and place of opening the tender	09.12.2022 at 3.30 pm. Conference Hall, O/o Director of Employment Training, Guindy, Chennai- 600032.

Joint Director (State Apprenticeship monitoring Cell)
Tender inviting Authority
O/o.The Director of Employment and Training,
Guindy,Chennai-600032.

Checklist for Enclosures

(Bidder should fill up YES or NO without fail and also fill up Page No.)

Sl. No.	Bid Enclosures	Yes or No	Page Nos.
1.	Whether Technical Bid (Envelope-A) and Price Bid (Envelope-B) prepared and signed and stamped in all pages by the Authorised Signatory?		
2.	Whether EMD instrument is put in the Technical Bid (Envelope-A)?		
3.	Whether the Tender is submitted in Two covers namely Technical Bid (Envelope-A) and Price Bid (Envelope-B)?		
4.	Whether Two covers are put into an outer cover?		
5.	Whether Technical Bid (Envelope- A) contains the Following:		
5.1	Bidder's covering Letter in the Letter Head signed and stamped by the Authorised Signatory.		
5.2	Bidder's Undertaking Letter for quantity offered in the Tender.		
5.3	Bidder's Undertaking Letter for not blacklisted.		
5.4	Authorisation Letter/Power of Attorney for the Authorised Signatory for the Tender issued by the Managing Commissioner /Board of Commissioner s of the Bidding Company as per Appendix-V.		
5.5	A full set of Tender document duly signed and stamped by the Authorised Signatory. If any corrigendum /addendum are issued to the Tender document, all such corrigendum /addendum shall also be duly signed and stamped by the Authorised Signatory.		
5.6	Technical Bid duly filled and signed and stamped by the Authorised signatory.		
5.7	Supporting documents to meet the Eligibility Criteria		
5.7.1	Whether Certificate of Incorporation of the Bidder is submitted?		

Sl. No.	Bid Enclosures	Yes or No	Page Nos.
5.7.2	Whether official documentation including Tax Returns establishing Drawing Instruments Manufacturing Business from Tax Authorities / Statutory Authorities of the country of Incorporation is submitted?		
5.7.3	Whether Annual Report including Balance Sheet and Profit & Loss accounts for the last three audited years for the Bidder/all the consortium partners is submitted?		
5.7.4	a) Whether Manufacturing Licence (ML) or Industrial Entrepreneur Memorandum (IEM) or any other document from Tax Authority/Statutory Authority establishing the Drawing Instruments manufacturing capacity is submitted?		
5.7.5	Whether copy of the Sales Invoice(s) or Notes on Accounts provisions from the Annual Report or any other document from the Tax Authority/Statutory Authority establishing the sales volume of Drawing Instruments, has been submitted?		
5.7.6	Whether valid ISO certificates for manufacturing process is submitted?		
5.7.7	Whether one set of sample Drawing Instruments submitted to PURCHASE COMMITTEE/ DET for reference?		
5.7.8	If the supporting documents are not in English, whether notarised English translation is submitted?		
6.	Whether Price Bid (Envelope-B) contains the following		
6.1	Duly filled Price Bid which is signed and stamped by the Authorised Signatory.		
6.2	Whether Price per set of Drawing Instruments is quoted in the Price Bid?		

1. Introduction

The Government of Tamil Nadu have decided to implement the scheme of distribution of **Drawing Instruments** free of cost to trainees studying in government Industrial Training Institutes.

The Government of Tamil Nadu vide G.O. (Ms) No.12 L&E (S1) Dept.dt.14.1.2015 & G.O. (Ms) No.31 L&E (S1) Dept.dt.01.02.2016 has entrusted the task of procuring the Drawing Instruments under this scheme to Director of Employment and Training.

The Drawing Instruments will be procured in a transparent manner **through Open Competitive Bidding process** following the procedures stipulated in the Tamil Nadu Transparency in Tenders Act, 1998 and Tamil Nadu Transparency in Tenders Rules, 2000 thereon.

Accordingly, Purchase Committee/ DET invites Tender through **Open Tender** for supply of **22,500** sets of Drawing Instruments throughout the State of Tamil Nadu as per the Technical Specification given in the Tender document.

The Successful Bidder(s) of this Tender would be required to work closely with the PURCHASE COMMITTEE/ DET involved and Industrial Training Institutes and to ensure success of the programme.

2. Tender Eligibility Criteria

The Bidders should meet the following Eligibility Criteria to participate in the Tender and should enclose supporting documents for fulfilling the Eligibility in the Technical Bid. It is the responsibility of the company to satisfy PURCHASE COMMITTEE/ DET regarding genuineness and validity of the document furnished. Bids accompanied by the documents not fulfilling the requirements outlined in this section will be subject to rejection.

Sl. No.	Minimum Eligibility Criteria	Supporting documents to be submitted for fulfilling the Eligibility Criteria
2.1	Bidder should be a Registered manufacturer in India or authorized dealer of the manufactured item or distributor for the past Three Years.	<p>a) Certificate of Incorporation/Manufacturing License or valid dealership certificate obtained from original equipment manufacturer for the three years including current year should be submitted.</p> <p>b) If the Certificate of Incorporation is not in English, then notarized English translation should be submitted.</p>
2.2	Bidder shall be in the Drawing Instruments Manufacturing/ Distribution Business for the last three years.	<p>Official documentation including Tax Returns establishing Drawing Instruments manufacturing business from Tax Authorities/Statutory Authorities shall be submitted.</p> <p>If the documents are not in English, then notarised English translation should be submitted along with a certificate from the Notary indicating that the translation was done by him.</p>
2.3	Bidder should have an average Annual Turnover of at least Rs.30 Lakhs (Rs. Thirty Lakhs) in the previous three audited years (2018–19, 2019–20, 2020–21) or (2019–20, 2020–21, 2021– 22)	<p>a) Annual Report including Balance Sheet, Profit & Loss accounts, and tax audit report for the last three audited years (2018–19, 2019–20, 2020–21) or (2019–20, 2020–21, 2021– 22) should be submitted.</p> <p>b) If the Annual Report is not in English, then notarised English translation should be submitted.</p>

2.4	Bidder should have Drawing Instruments Manufacturing / Distribution Capacity of at least 30,000 Sets of Drawing Instruments per year.	<p>a) Manufacturing Licence (ML) or Industrial Entrepreneur Memorandum (IEM) or any other document from Tax Authority / Statutory Authority establishing the Drawing Instruments manufacturing capacity shall be submitted.</p> <p>b) Bidders shall also be submitted their List of Equipment and Quality Control in the proforma at Appendix-III.</p> <p>c) Self certificate by the Bidder or printout of Bidder's profile will not be accepted.</p>
2.5	Bidder should have sold at least 30,000 Drawing Instruments in any one of the previous three audited years.	<p>a) Copy of the Sales Invoice(s) or Notes on Accounts provisions from the Annual Report or any other document from the Tax Authority / Statutory Authority establishing the sales volume shall be submitted.</p> <p>b) Bidders should submit their performance statement in the proforma at Appendix-II.</p> <p>c) If the documentation is not in English, then notarised English translation should be submitted.</p>
2.6	Bidder should not be currently blacklisted by any of the State or Central Government or organizations of the State or Central Government as on date of submission of tender.	Necessary Undertaking Letter should be furnished.

3. Terms and Conditions

3.1 General Instructions

- a) It will be imperative for each Bidder(s) to familiarise itself / themselves with the prevailing legal situations for the execution of contract.
- b) It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender based on the changed appreciation of the legal situation by the Bidder will be entertained by PURCHASE COMMITTEE/ DET. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.
- c) The Bidder shall be deemed to have satisfied itself fully before Bidding as to the correctness and sufficiency of its Bid for the contract and price quoted in the Bid to cover all obligations under this Tender.
- d) It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced.
- e) No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.
- f) The Bidder shall make all arrangements as part of the contract to supply as per **Chapter-4 Scope of Work** at their own cost and transport.
- g) The Bidder shall be fully and completely responsible to PURCHASE COMMITTEE/ DET and State Government for all the deliveries and deliverables as per Tender conditions.

3.2 Language of the Bids

- a) The bid prepared by the Bidder as well as all correspondence and documents relating to the bid shall be in English only. The supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English duly notarised, in which case, for all purposes of the Bid, the translation shall govern. Bids received without such translation copy of the supporting documents as specified in **Chapter-2 Tender Eligibility Criteria** are liable to be rejected. PURCHASE COMMITTEE/ DET reserves the right to have a translator to verify the correctness of the translation of the documents furnished by the Bidders, if required and decision of PURCHASE COMMITTEE/ DET in this regard will be final and binding.
- b) The purpose of seeking notarisation is to ensure that the translation is true and correct. It shall be the responsibility of the bidders to ensure that the Notary Public should append the certificate that the translation was done by him and it is true and correct.

3.3 Bid Currency

Price should be quoted in Indian Rupees (INR) only and Payment shall be made in Indian Rupees only.

3.4 Minimum Quantity to be Bid

The minimum quantity to be offered in the Tender is **22,500 sets of** Drawing Instruments. Any Bid for less than **22,500 sets of** Drawing Instruments will be treated as non-responsive to the Tender conditions. The Bid quantity should be indicated in the format prescribed in Annexure-2.

The quantity required shall be varying subject to the extent of twenty five percent either way of the requirement indicated in the tender document.

3.5 Letter of Authorisation / Power of Attorney

- a) A letter of Authorisation from the Board of Directors or Managing Director of Bidder organization authorising the Authorised Signatory or a Power of Attorney should be submitted in the Technical Bid as per Appendix-V.
- b) Power of Attorney should be prepared as defined below:
 - (i) The Power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary Public or registered before Sub-Registrar of the state(s) concerned.
 - (ii) The Power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
 - (iii) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
 - (iv) Attestation of the specimen signatures of such authorized signatory of the bid by the Company's/firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.
- c) **The Bids received without the Letter of Authorisation or Power of Attorney will be summarily rejected.**

3.6 Clarifications and Amendments

- a) A prospective Bidder requiring any clarification in the Tender may notify PURCHASE COMMITTEE/ DET by letter or by Email.
- b) At any time after the issue of the tender documents and before the opening of the tender, the Tender Inviting Authority may make any changes, modifications or amendments to the tender documents and will send intimation of such change to all those who have purchased the original tender documents and upload corrigendum/addendum for the information of those who have downloaded the tender documents from the website.
- c) In case any tenderer asks for a clarification to the tender documents before 48 hours of the opening of the Tender, the Tender Inviting Authority will reply to such queries and copies of the reply to the clarification sought will be communicated to all those who have purchased the tender documents and

upload such clarification to the designated website for the information of those who have downloaded the tender documents from the website.

- d) **A pre-bid meeting** will be held on **01-12-2022** as mentioned in the Tender Data Sheet.
- e) PURCHASE COMMITTEE/ DET is not responsible for any misinterpretation of the provisions of this Tender document on account of the Bidders failure to update the Bid documents based on changes announced through the website.
- f) The Bidder should regularly visit the website and keep himself abreast of the developments, changes, corrigendum /addendum etc., issued from time to time.

3.7 Cost of Bidding

The Bidders should bear all costs associated with the preparation and submission of Bids. PURCHASE COMMITTEE/ DET will in no way be responsible or liable for these charges/costs incurred regardless of the conduct or outcome of the bidding process.

3.8 Tender Document Fee

- a) The Tender documents may be directly purchased from PURCHASE COMMITTEE/ DET on payment of fees as mentioned in the Tender Data sheet. The Tender document cost may be paid by way of Demand Draft / Banker's Cheque in favour of **"Asst. Accounts Officer, O/o Director of Employment and Training, Chennai - 32"**, payable at Chennai.
- b) Alternatively, the Tender document can be downloaded free of cost from the websites mentioned in the Tender data sheet. The Tender document fee is waived for such downloaded documents.

3.9 Earnest Money Deposit (EMD)

- a) The EMD amount as specified in the Tender Data Sheet should be paid along with Technical Bid by way of Demand Draft or Banker's Cheque drawn from any Nationalised Bank or Scheduled Bank and in favour of **"Asst. Accounts Officer, O/o Director of Employment and Training, Chennai - 32"**, payable at Chennai. The EMD in the form of Bank Guarantee is also acceptable.
- b) The EMD shall be kept in the Technical Bid Cover.
- c) The EMD amount of successful bidders can be converted as part of the Security Deposit (SD). If the successful Bidder submits Security Deposit for the stipulated value in full in the form of DD / by way of Bank Guarantee, the EMD will be refunded.
- d) The EMD amount of the unsuccessful Bidders will be refunded after finalisation of the Tender within a reasonable time. The EMD amount held by PURCHASE COMMITTEE/ DET till it is refunded to the unsuccessful Bidders will not earn any interest thereon.
- e) The Earnest Money Deposit made by the Bidder will be forfeited if the Bidder:-
 - (i) withdraws his tender or backs out after acceptance.

- (ii) withdraws his tender before the expiry of validity period stipulated in the tender documents.
 - (iii) fails to sign the contract or the successful Bidder fails to remit Security Deposit within the respective due dates.
 - (iv) violates any of the provisions of these regulations contained herein.
 - (v) revises any of the terms quoted during the validity period.
 - (vi) produces bogus documents or if the documents contain false particulars.
 - (vii) In the event of the document furnished with the offer being found to be bogus or the documents contain false particulars, the EMD paid by the tenderer will be forfeited in addition to blacklisting them for future tenders/contracts in PURCHASE COMMITTEE/DET.
- f) The bids received without the specified EMD amount shall be **SUMMARILY REJECTED**.
- e) **The Bidders specifically exempted by the Government of Tamilnadu from the payment of EMD shall refer Appendix-I for availing exemption.**

3.10 Sample Drawing Instruments Testing

3.10.1 Submission of samples for testing

The Bidders shall take utmost care to submit the sample Drawing Instruments models having specification equal to the Technical Specification given in the Tender documents for the testing. It is the sole responsibility of the Bidders to submit the samples.

3.10.2 Supply Criteria

The Drawing Instruments models passed in the sample testing by the technical committee will only be allowed for supply if the Bidder becomes successful in the Tender.

3.11 Bid Preparation and Submission

- a) Bidders should carefully follow all Instructions, Terms and Conditions and Scope of Work as given in the Tender document. Failure to furnish information required by the Bid or submission of Bids not substantially responsive or viable in every respect is liable for rejection of Bids. Bidders should strictly submit the Bid as specified in the Tender, failing which the bids will be held as non-responsive and will be rejected.
- b) The Bidder shall ensure that all the pages are serially numbered and the submitted tender documents are properly attached and bound.**
- c) The Bid should be submitted in two parts viz. Technical Bid (Envelope-A) and Price Bid (Envelope-B) as explained below.

3.11.1 Technical Bid Cover (Envelope-A)

- a) The Technical Bid format as given in the Tender shall be filled, signed and stamped on all pages. Errors if any shall be attested by the Bidders. **The Technical Bid shall not contain any indications of the Price otherwise the Bid will be summarily rejected.**
- b) The supporting documents and other documents as given below should be submitted in the Technical Bid.

Sl. No.	Documents to be submitted
1	EMD should be kept in a separate cover, super scribed as “EMD Cover”
2	Authorisation Letter or Power of Attorney from the Board of Directors/ Managing Director of the Company authorising the Tender submitting authority.
3	A full set of Tender document should be printed, signed by the authorized signatory and stamped in all pages as a token of accepting the conditions. If any corrigendum /addendum are issued to the Tender document, all such corrigendum /addendum shall also be duly signed and stamped by the Authorised Signatory in all pages as a token of accepting the conditions.
4	Technical Bid should be duly filled, signed by the authorised signatory and stamped in all the pages.
5	<u>“All the supporting documents to prove Bidder’s eligibility”</u> These documents should be signed by the authorised signatory and stamped in all pages and enclosed with Technical Bid as required in Chapter-2 Tender Eligibility Criteria.
6	Sample Drawing Instruments .
7	Bidders shall furnish an undertaking for quantity offered in the tender in the format give in Annexure-2.
8	All undertaking letters as required in the Tender document.

- c) One Set of Drawing Instruments sample of the exact Drawing Instruments models shall be submitted to PURCHASE COMMITTEE/ DET on or before the due date and time for closing of the tender under acknowledgement.
- d) The Technical Bids shall be typed, signed, and stamped in all pages by the authorised signatory of the Bidder. Any alterations, deletions or overwriting shall be attested with full signature of the authorized signatory.

- e) The Technical Bid with supporting documents and the EMD cover should then be put in a separate cover and sealed appropriately. The Technical Bid cover should be superscribed as **“Technical Bid (Envelope-A) for supply of Drawing Instruments - Tender Ref. No. 38296/Pur3/2022 Dated 22-11-2022.”** The “FROM” address and “TO” Address should be clearly written in the cover otherwise the Bid is liable for rejection.

3.11.2 Price Bid(Envelope-B)

- a) All the Price items as asked in the Tender should be filled in the Price Bid format as given in the Tender.
- b) The Price Bid should contain a single price only for the Drawing Instruments irrespective of the number of Drawing Instruments models . If more than one price/optional prices for the Drawing Instruments models are found in the Price Bid, the lowest price alone will be considered for evaluation.
- c) The price quoted by the Bidder shall include cost and expenses on all counts viz. cost of equipment, materials, tools / techniques / methodologies, manpower, supervision, administration, overheads, travel, lodging, boarding, in-station & outstation expenses, etc, all costs of delivery at the final destination such as transportation, payment of duties and taxes leviable, insurance and any other cost involved in the supply and giving the break up thereof.
- d) The Bid is liable for rejection if Price Bid contains conditional offers/partial offers.
- e) The Price Bid shall be typed and shall be signed by the authorised signatory in all pages. Any alterations, deletions or overwriting shall be attested with full signature of the authorized signatory.
- f) Price should be quoted in figures as well as in words.
- g) Price quoted should be firm and final and no increase of what so ever due to increase in statutory levies or other taxes would be admissible to the firm.
- h) Benefit of decrease in levies will be passed on to the purchaser.
- i) Bidders are required to indicate Basic Prices, Goods Service Tax (GST) and any other leviable taxes / charges separately within the Price Bid. Taxes / duties / charges reflected outside the Performa will not be accepted. Bidder must attach copies of Government Notification in support of all applicable taxes / duties / charges quoted in the offer.
- j) The Price Bid shall be placed in a separate cover (Envelope-B) and sealed appropriately. The Price Bid cover shall be super scribed as **“Price Bid (Envelope-B) for Supply of Drawing Instruments -Tender Ref. No. 38296/Pur3/2022 Dated 22-11-2022.”** The “FROM” address and “TO” address shall be written without fail otherwise the Price Bid is liable for rejection.

3.11.3 OuterCover

The Technical Bid cover including EMD cover (Envelope-A) and Price Bid cover (Envelope-B) shall then be put in a single outer cover and sealed appropriately by use of sealant. The outer cover shall be super scribed as **“Tender for Supply of Drawing Instruments-Tender Ref.No. 38296/Pur3/2022 Dated 22-11-2022.”** The “FROM” address and “TO” address shall be written without fail otherwise the Technical Bid is liable for rejection.

The Bidder shall be responsible for properly super scribing and sealing the cover in which the tender is submitted, and the Tender Inviting Authority shall not be responsible for accidental opening of the covers that are not properly superscripted and sealed.

3.12 Mode of Submission of Bids

- a) The Bids should be submitted strictly as specified in the Tender document. The Bids should be dropped in the Tender box kept at O/o **The Director of Employment and Training, Alandur Road, Guindy, Chennai- 600 032** on or before the due date and time.
- b) If the Bidder prefers to submit the Bid by post, the Bidder should ensure that the Bid reaches to the **The Joint Director (State Apprenticeship Monitoring cell)/ Tender inviting Authority Guindy, Chennai-600 032** on or before the due date and time. PURCHASE COMMITTEE/ DET will not be liable or responsible for any postal delay or any other delay whatsoever.
- c) If any Bid is received after Due Date and Time or unsealed or disorderly submitted or received by Facsimiles (FAX), the Bid will be treated as non-responsive.

3.13 Modification and Withdrawal of Bids before Opening

- a) No tenderer shall be allowed to withdraw the tenders after submitting the tender.
- b) A tenderer may submit a modified tender before the last date for receipt of tender.
- c) Provided that where more than one tender is submitted by the same tenderer, the lowest eligible financial tender shall be considered for evaluation.
- d) No documents would be supplemented after submission of Bids.

3.14 Technical Bid Opening

- a) The Tender outer cover and Technical Bid cover including EMD cover will be opened at the office of PURCHASE COMMITTEE/ DET on the date and time as specified or any other date published in the <http://www.tenders.tn.gov.in> or <http://www.skilltraining.tn.gov.in> website.
- b) The Tender will be opened in the presence of the Bidders who choose to be present. The representative of the Bidder who prefers to attend Tender opening shall bring an authorisation letter as per format prescribed in Appendix-VI from the Bidder. A maximum of one representative for each Bidder would be allowed to attend the Tender opening.
- c) If the last date set for submission of tender offers and opening date happens to be a holiday, the tenders will be received and opened on the succeeding working day, without any changes in the timings indicated.

3.15 Tender Validity

- a) Bids submitted shall remain valid for a period of 90 days from the date of Tender opening else the Bid will be rejected as nonresponsive.

- b) In exceptional circumstances, PURCHASE COMMITTEE/ DET may solicit the Bidders to extend the validity. The Bidder should extend price validity and Bid security validity.

3.16 Scrutiny during Tender Opening

- a) The scrutiny during the Tender opening will be held for the following.
 - i) Whether Tender is submitted in two cover system viz. Technical Bid Cover (Envelope-A) and Price Bid Cover (Envelope-B).
 - ii) Whether required EMD amount is furnished.
 - iii) Whether sample Drawing Instruments submitted.
- b) All Bids fulfilling the above conditions alone will be considered for further evaluation else the Bids will be rejected. The decision of PURCHASE COMMITTEE/ DET will be final in this regard.

3.17 Contacting Tender Inviting Authority

- a) Bidders shall not make attempts to establish unsolicited and unauthorised contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring to bear extraneous pressures on the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee shall be sufficient reason to disqualify the Bidder.
- b) Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek bonafide clarifications from Bidders relating to the tenders submitted by them during the evaluation of tenders.
- c) When deemed necessary, PURCHASE COMMITTEE/ DET may seek bonafide clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, PURCHASE COMMITTEE/ DET may seek additional information or historical documents for verification to facilitate decision making. In case of the Bidder failed to comply with the requirements of PURCHASE COMMITTEE/ DET as stated above, such Bids may at the discretion of PURCHASE COMMITTEE/ DET, will be treated as technically nonresponsive and subject to rejection.

3.18 Suppression of facts/ misleading information

- a) During the Bid evaluation, if any of facts/information is suppressed or misrepresented and if the same is brought to the notice of PURCHASE COMMITTEE/ DET, PURCHASE COMMITTEE/ DET will have the right to reject the Bid and if such information is brought to the notice of PURCHASE COMMITTEE/ DET after selection then PURCHASE COMMITTEE/ DET would terminate the contract without any compensation to the Bidder and the EMD/ Security Deposit as the case may be, will be forfeited.
- b) Bidders should note that any figures, information and details in the supporting documents submitted by the Bidders for proving their eligibility is found suppressed or erased, PURCHASE COMMITTEE/ CET will have the right to seek the correct facts and figures or reject such Bids.

3.19 Technical Bid Evaluation

- a) The Technical Evaluation will be held on the compliance of the Bid with respect to the Tender conditions.
 - i) Letter of Authorisation/Power of Attorney to sign and submit the Bid.
 - ii) In case of Consortium of Bidders, submission of Consortium Agreement should be in original.
 - iii) In case of Consortium of Bidders, Letter of Authorization / Power of Attorney for all the signatories of the Consortium Agreement authorised by the partner companies will be taken up for evaluation.
 - iv) Quantity of Drawing Instruments offered should be as per Clause-3.4.
 - v) Technical evaluation will be carried out on the compliance of supporting documents submitted by the Bidder to establish their eligibility to participate in the Tender.
 - vi) Technical evaluation will be carried out for its conformity with the requirements of Technical Specification as specified in the Tender.
- b) The Bids will be held non-responsive and rejected if the Bids do not comply with the Tender conditions, if the Bids do not conform to the Technical Specifications and if the Bids do not establish the eligibility, capability and experience of the Bidders.
- c) The Bidders who have duly fulfilled with the Technical requirements in the Technical Bid evaluation as above will be considered as Technically Qualified Bidders and they only will be eligible for opening of Price Bid.
- d) The Bids of the Bidders who have failed to meet the Technical requirements in the Technical Bid evaluation as above will be rejected.

3.20 Factory Inspection

PURCHASE COMMITTEE/ DET reserves the right to inspect the Drawing Instruments manufacturing factory to assess the manufacturing capacity, ability to supply and quality practices at any time before awarding of Tender.

3.21 Price Bid Evaluation

- 1) The Price Bids (Envelope-B) of the Technically Qualified Bidders in Technical Bid (Envelope-A) alone will be opened and evaluated. The Price Bids will be opened in the presence of the Bidders at PURCHASE COMMITTEE/ DET. The Bidders or their authorized representatives will be allowed to take part in the Price Bid opening.
- 2) The Price Bid evaluation will be conducted as stipulated in the Tamil Nadu Transparency in Tenders Act, 1998 and Tamil Nadu Transparency in Tenders Rules, 2000.
 - a) The quoted price shall be corrected for arithmetical errors.

- b) In cases of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered;
- c) The evaluation shall include all central duties such as custom duty and central excise duty and GST as a part of the price, as detailed below:
 - i) In evaluation of the price of articles which are subject to excise duty, the price will be determined inclusive of such excise duty ; and
 - ii) In a tender where the tenderers are both from the State of Tamil Nadu as well as from outside the State of Tamil Nadu, the GST shall be excluded for the evaluation of the price".
- 3) The lowest evaluated price per Drawing Instruments as per the above evaluation will be adjudged as L1 price.

3.22 Deviations from Specification

No deviations in Commercial and Technical terms shall be acceptable.

3.23 Negotiation and Award of Tender

- a) For the determination of the lowest evaluated price and in order to secure the best possible procurement price, negotiations with the tenderer will be determined as per provisions of the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000.
- b) In view of the importance and size of the scheme and the need to ensure timely and disruption-free supply of Drawing Instruments, the Tender Accepting Authority is of the view that multiple suppliers are required. Hence, in this case, Rule 31(4) of the Tamil Nadu Transparency in Tenders Rules, 2000 may be invoked.

3.24 Rejection of Tender of Banned Tenderer

As per the Clause 10 (4) of The Tamil Nadu Transparency in Tender Act 1998, if at any time before the acceptance of tender, the Tender Accepting Authority receives information that a tenderer who has submitted tender has been banned by any procuring entity, the Tender Accepting Authority shall not accept the tender of that tenderer even if it may be the lowest tender.

3.25 Acceptance of the Tender

The final acceptance of the Tender is entirely vested with PURCHASE COMMITTEE/ DET who reserves the right to accept or reject any or all of the Tenders in full or in part. The Tender Accepting Authority may also reject any tender for reasons such as changes in the scope of procurement, new technologies, court orders, accidents or calamities and other unforeseen circumstances. After acceptance of the Tender by PURCHASE COMMITTEE/ DET, the Bidder shall have no right to withdraw their Tender or claim higher price.

3.26 Letter of Acceptance (LOA)

- a) After acceptance of the Tender by PURCHASE COMMITTEE/ DET, a Letter of Acceptance (LOA) will be issued only to the Successful Bidder(s).
- b) Issuance of Letter of Acceptance (LOA) signifies the beginning of the Contract with the Successful Bidder/Bidder(s).

3.27 Security Deposit (SD)

- a) The Successful Bidders will be required to remit the Security Deposit equivalent to 5% (Five percent) of the value of the Purchase Order inclusive of EMD amount. The SD should be paid by way of Demand Draft drawn in favour of **“Asst Accounts Officer, O/o Director of Employment and Training, Chennai - 32.”** payable at Chennai or in the form of unconditional and irrevocable Bank Guarantee valid till the completion of the work. The SD shall be paid within one week from the date of issue of Letter of Acceptance by PURCHASE COMMITTEE/DET.
- b) The Security Deposit of the Successful Bidder will be refunded on successful execution of the contract to the satisfaction of PURCHASE COMMITTEE/ DET and as per conditions of the Contract Agreement and as per the purchase order issued by PURCHASE COMMITTEE/DET.
- c) The Security Deposit will be forfeited if the Successful Bidder fails to sign the Contract Agreement and /or fails to perform as per the contract.

3.28 Execution of Agreement

- a) The Successful Bidder shall execute a Contract Agreement on the Rs.100 non-judicial stamp paper bought in Tamil Nadu only in the name of the Prime Bidder, within one week from the date of Letter of Acceptance issued by PURCHASE COMMITTEE/DET.
- b) The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of PURCHASE COMMITTEE/DET.

3.29 Release of Purchase Order

After remittance of Security Deposit and signing of the Contract Agreement, Purchase Order for the supply of Drawing Instruments will be issued to the Successful Bidder(s) by PURCHASE COMMITTEE/ DET. The supply and payment will be based on the Purchase Order only.

3.30 Refund of EMD

The EMD amount of the unsuccessful Bidders will be refunded after finalisation and issue of purchase order to the Successful Bidder and on getting application for refund along with pre-stamped receipt. EMD amount of successful Bidder will be refunded on payment of Security Deposit. Alternatively EMD can be adjusted towards payment of SD.

3.31 Returning the Sample Drawing Instruments

- a) The sample Drawing Instruments models submitted to PURCHASE COMMITTEE/ DET by the Successful Bidders will not be returned and would be kept as reference to make comparison at the time of actual delivery.
- b) The sample Drawing Instruments submitted by the un-successful Bidders will be returned on as-is-where-is condition within a reasonable time.

3.32 Refund of SD

The Security Deposit of the Successful Bidder will be refunded after the warranty period of six months from the date of execution of the contract to the satisfaction of PURCHASE COMMITTEE/DET and as per conditions of the Contract Agreement and as per the purchase order issued by PURCHASE COMMITTEE/DET.

3.33 Liquidated Damages (LD)

3.33.1 LD for non-fulfilment of Delivery Schedule

- a) In the event of non-fulfilment of delivery schedule, a Liquidated Damages at the rate of 1% per week on the value of the undelivered quantity of the order will be levied subject to a maximum of 5% of the undelivered quantity.
- b) The Liquidated Damages amount will be automatically deducted from the Bills submitted by the Supplier. Further if the delivery is not completed, PURCHASE COMMITTEE/ DET will purchase the remaining Drawing Instruments at the risk and cost of such defaulting supplier.
- c) The performance of the Supplier(s) will be reviewed on the first week of every month. If there is any shortfall in quantity to be supplied during the period, PURCHASE COMMITTEE/ DET reserves the right to make alternative supply arrangement at the risk and cost of the defaulters. Further the overall order quantity is liable to be reduced to that extent for the concerned suppliers.

3.33.2 LD for misuse of Logo

- a) If it is found that the Supplier misuses the Tamil Nadu Government Logo for any purpose other than for the supply of Drawing Instruments under this scheme, PURCHASE COMMITTEE/ DET would have the right to proceed against the Supplier. Misuse means the use of the Logo for other than the intended purpose as specified in the Tender document.
- b) The Supplier is liable to pay a sum of Rs.10.00 Lakhs (Rupees Ten Lakhs only) as Liquidated Damages every time such violation as stated in Clause 3.33 2 (a) is noticed by PURCHASE COMMITTEE/DET.
- c) The Liquidated Damages would be in addition to the other liability under the Emblems Act or any other legal provisions. PURCHASE COMMITTEE/ DET would also have the right to blacklist such Supplier Bidder from taking part in any PURCHASE COMMITTEE/ DET tender for a minimum period of 3 years thereafter.

3.33.3 Total LD applicable

The Total LD shall not exceed 5% of the total value of the Order.

3.34 Termination of Contract

3.34.1 Termination for default

- a) PURCHASE COMMITTEE/ DET may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the Successful Bidder, terminate the contract in whole or part.
 - (i) if the Successful Bidder fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by PURCHASE COMMITTEE/ DET or

- (ii) If the Successful Bidder fails to perform any of the obligation(s) under the contract ;or
 - (iii) If the Successful Bidder, in the judgment of PURCHASE COMMITTEE/ DET, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- b) In the event of PURCHASE COMMITTEE/ DET terminating the Contract in whole or in part, PURCHASE COMMITTEE/ DET may procure the goods and services upon terms and in such manner as deems appropriate at the risk and cost of the defaulting Supplier and such supplier shall be liable to PURCHASE COMMITTEE/ DET for any additional costs for such goods and services. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

3.34.2 Termination for Insolvency

PURCHASE COMMITTEE/ DET may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to PURCHASE COMMITTEE/ DET.

3.34.3 Termination for Convenience

PURCHASE COMMITTEE/ DET may by written notice with a notice period of seven days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for PURCHASE COMMITTEE/ DET's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the successful Bidder is not entitled to any compensation whatsoever.

3.35 Force Majeure

Neither PURCHASE COMMITTEE/ DET nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as:

- a) Any act such as lightening, earthquake, landslide, etc or other events of natural disaster of rare severity;
- b) Meteorites or objects falling from aircraft or other aerial devices, travelling at high speeds;
- c) Fire or explosion, chemical or radio active contamination or ionizing radiation;
- d) Epidemic or plague;
- e) Act of war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy, unexpected all up of armed forces, blockade, embargo, revolution, riot, religious strife, bombs or civil commotion, sabotage, and terrorism.

3.36 Arbitration

- a) Any dispute or difference whatsoever arising between the parties to the Agreement out of or relating to the construction, meaning, scope, operation or effect of the Agreement or validity of the breach thereof, which cannot be resolved through negotiation process, shall be referred to a sole Arbitrator to be appointed by the PURCHASE COMMITTEE/ DET . The Arbitration shall be held in Chennai and the language shall be English only.
- b) Subject to the above, the Courts at Chennai shall only have jurisdiction in this matter.

4. Scope of Work

The Successful Bidder hereinafter called as Supplier shall supply the Drawing Instruments as per the scope of work given below.

4.1 Technical Specification

4.1.1 Drawing Instruments Specification

Sl. No.	Description of Items(for Each Set)	Qty to be Procured	Name of the Consignee Principal, Govt. I.T.I.
1.	<p><u>Drawing Instruments -1 Set containing the following.</u></p> <p><u>i) METRIC SCALE – 1No.</u> 30cm. longx3cm. wide x2mm thick with beveled edges made of celluloid material.</p> <p><u>ii) SET SQUARE – 1 No.(30°-60°)</u> Set-square (30°-60 °, 22 cm in length x 2mm thick with beveled edges (one side graduated in inches) made of celluloid material. Triangular in shape with one corner a right angle triangle.</p> <p><u>iii) SET SQUARE – 1 No.(45°-45°)</u> Set-square (45° -45°, 18 cm in length x 2mm thick with beveled edges (one side graduated in inches) provided with protractor made of celluloid material. Triangular in shape with one corner a right angletriangle.</p> <p><u>iv) ENGINEERING COMPASS – 1No.</u> To draw circles upto 120 mm diameter, made of stainless steel consists of two legs hinged together at its upper end. A pointed needle fitted at one of the lower end and the other end has provision for inserting pencil.</p> <p><u>v) TEMPLATE(CIRCULAR IN SHAPE) – 1 No.</u> To draw circles ranging from 1mm diameter to 30mm diameter with 2mm thick made of celluloidmaterial.</p> <p>Note: In serial No.i,ii,iii& v All graduations must be engraved. Each Set of Drawing Instruments should be packed well in pouches of appropriate sizes.</p>	22,500 Sets	<ol style="list-style-type: none"> 1. Guindy 2. Guindy(Women) 3. Thiruvannmiyur 4. Perumbakkam 5. North - Chennai 6. R.K.Nagar 7. Chengalpattu 8. Ambattur 9. Ambattur(Women) 10. Vadakarai 11. Vellore 12. Ranipet 13. Vaniyambadi 14. Arakkonam 15. Thiruvannamalai 16. Jamunamarathur 17. Ariyalur 18. Andimadam 19. Perambalur 20. Alathur 21. Cuddalore 22. Cuddalore(Women) 23. Neyveli 24. Chidambaram 25. Kattumannarkoil 26. Tindivanam 27. Ulundurpet 28. Chinnasalem 29. Sankarapuram 30. Trichy 31. Central Prison (Trichy) 32. Manikandam 33. Pullambadi (Women) 34. Thanjavur 35. Thiruvaiyaru 36. Orathanadu 37. Needamangalam 38. Kottur 39. Nagapattinam 40. Sembodai 41. Thirukkuvilai 42. Pudukkottai 43. Viralimalai 44. Coimbatore 45. Coimbatore (Women) 46. Anaicutti 47. Coonoor 48. Gudalur 49. Tiruppur 50. Dharapuram 51. Udumalaipet 52. Erode 53. Gobichettipalayam 54. Karur(women) 55. salem 56. Salem(Women) 57. Mettur Dam

			58. Karumandurai
			59. Namakkal (Women)
			60. Kollihills
			61. Dharmapuri
			62. Hosur
			63. Madurai
			64. Madurai (Women)
			65. Chekkanurani
			66. Dindigul
			67. Dindigul (Women)
			68. Theni
			69. Andipatti(Women)
			70. Bodinayakkanur
			71. Sivagangai
			72. Karaikudi
			73. Ramanathapuram
			74. Paramakudi
			75. Mudukulathur
			76. Tirunelveli (Pettai)
			77. Tenkasi
			78. Ambasamudram
			79. VeerakeralamPudur
			80. Radhapuram
			81. Kadayanallur
			82. Virudhunagar
			83. Aruppukottai
			84. Sattur
			85. Thoothukudi
			86. Veppalodai
			87. Tiruchendur
			88. Nagalapurm
			89. Nagercoil
			90. Nagercoil (Women)
			91. Oragadam
			92. Government Aided Private Industrial Training Institutes

4.2 Physical Testing Specification

4.2.1 Photo Copy of Drawing Instruments

The Photo Copy of the Drawing Instruments will be given at the time of pre-bid meeting if required.

4.3 Quantity to be supplied

- ❖ Total Quantity to be supplied is **22,500 sets of Drawing Instruments**.
- ❖ The quantity for each consignee in the above table will be mentioned in the purchase order at the time of award of contract.
- ❖ The total quantity required shall be varying subject to the extent of **twenty five percent either way of the requirement indicated in the tender document**.

4.4 Production planning

The Suppliers shall plan the production activities to meet the schedule of delivery and shall standardize the production of Drawing Instruments to meet the Technical Specification and following quality requirements.

4.4.1 Standardising the components

The inward quality of the standard components and critical components as per Technical Specifications shall be standardised.

4.4.2 Traceability Identification

The Drawing Instruments supplied under this scheme are meant to be distributed to the trainees of Industrial Training Institutes in Tamil Nadu. In order to prevent the misuse of the Drawing Instruments, screen printing/tamper-proof sticker of layout to be specified by PURCHASE COMMITTEE/ DET shall be marked on the Set of Drawing Instruments.

4.5 Production of Drawing Instruments

- a) The production process shall ensure use of right materials and right methods. The process quality and product quality shall not be compromised under any circumstances.
- b) The process standards wherever the processes are intended for automation and manual should be standardised. The standards/quality practice of the manufacturer shall be strictly adopted. The documentations pertaining to the practices of the manufacturer if any shall be made available for verification of PURCHASE COMMITTEE/ DET when needed.
- c) The manufacturer shall ensure that 100% process inspection, product inspection and finished goods inspection are conducted without compromise. The quality passed slip shall be tagged in each and every Drawing Instruments package.

4.6 Pre-despatch inspection

- a) Supplier should conduct 100% pre-despatch inspection on Drawing Instruments as per tender specification. The pre-despatch inspection would be concurrent with the production and delivery.
- b) PURCHASE COMMITTEE/ DET will nominate third party agencies who will conduct independent inspection and specification conformity at the manufacturer's plant.
- c) PURCHASE COMMITTEE/ DET may nominate its own officers to be in the manufacturing plant to supervise the quality of manufacturing process. This would be in addition to the third party inspection. The successful bidder shall make necessary arrangements for inspection at the respective

manufacturing plants. The infrastructure for testing the Drawing Instruments as called for in the specifications must be available at the manufacturing plants.

4.7 Lot submission for Inspection and Testing

- a) The third party Inspection Agency will be engaged by PURCHASE COMMITTEE/ DET for conducting process inspection, finished goods inspection and packing inspection at the manufacturing plants.
- b) The sampling plans and procedures for inspection of Drawing Instruments shall be in accordance with the technical specification.
- c) A batch quantity of 1000 numbers of Drawing Instruments shall be maintained by the manufacturer and offered for third party inspection and testing. While offering the batches for inspection, the manufacturer shall furnish a report to the Inspection Agency.
- d) The manufacturer shall give fullest cooperation and support to the Inspection Agency deputed by PURCHASE COMMITTEE/DET.
- e) The Inspection Agency will draw random samples from the batches and test the Drawing Instruments as per the Technical Specification. The finished goods will be allowed for shipment only after the acceptance of the goods by the Inspection Agency.
- f) Apart from the routine inspection and testing at the manufacturing location and other locations, periodical type testing will be conducted by PURCHASE COMMITTEE/ DET as and when needed during the course of production. One Drawing Instrument from the finished goods will be drawn by PURCHASE COMMITTEE/ DET and will be sent for testing and approval in accordance with standards and Technical Specification. The Drawing Instruments so tested should give the same or better result as compared to the sample tested during the Drawing Instruments tender evaluation. If the Drawing Instruments drawn from production and tested fails in the type testing, subsequent production will be allowed only after the cause of the defect is rectified in the production and finished goods.

4.8 Packing

- a). The whole Set of Drawing Instruments should be packed well in pouches of appropriate sizes. The finished pouches should be packed in the boxes (cartons) of standard quality as followed by the industry.
- b) Each pouch of Drawing Instruments should contain the following items.**
 - i) Whole Set of Drawing Instruments.
 - ii) Warranty card shall contain the following.
 - 1) Serial number, month and year of manufacturing.
 - 2) Name, address and telephone number of the firm.
 - 3) Provision for writing the beneficiary name, address and date of issue.
- c) The packed boxes (cartons) should be sealed and preserved in the manufacturer's stores.

4.9 Delivery of Drawing Instruments

Department of Employment & Training O.T. No. 38296/ Pur3 /2022, Dated. 22.11.2022.

- a) The Drawing Instruments should be delivered to the individual institutions as per the consignee list provided in the purchase order.
- b) Industrial Training Institute wise list is given in section 4.1. However, final quantity may vary as per exact requirement at Industrial Training Institutes.
- c) The supplier shall deliver the Drawing Instruments to the respective institutions in full ordered quantity and shall be handed over to head of the institution at the respective locations. Part quantities will not be accepted.
- d) The Drawing Instruments supplied under the contract should be covered with Comprehensive Insurance by the supplier till delivery and acceptance by the respective institutions.
- e) In case, the PURCHASE COMMITTEE/ DET is asked to supply Drawing Instruments to any Institution / Institutions or to any District / Districts in addition to the initial list of Districts allotted to them, by PURCHASE COMMITTEE/ DET, then the Bidder will ensure that such Institutions / Districts are supplied.

4.10 Delivery Schedule

- a) The Drawing Instruments supply shall be completed **100% of ordered quantity** within 30 days from the date of LOA.
- b) The supplier shall augment the manufacturing and supply of the Drawing Instruments accordingly.
- c) The Drawing Instruments should be delivered at the Industrial Training Institutes in the allotted districts in the State of Tamil Nadu.

4.11 Co-ordination for field acceptance

4.11.1 Sample Inspection

- a) The suppliers shall depute their representatives on request at each and every institution to assist the institution heads for inspection of Drawing Instruments.
- b) The supplier representative along with institution head shall conduct sample inspection on 10% of the delivered quantity.
- c) The supplier representative shall select the samples randomly and unpack. The following parameters shall be inspected.
 - i) Physical damages
 - ii) Bill of quantity such as;
 - 1) No. of Drawing Instrument sets
 - 2) Warranty card with names and addresses of service centres and telephone numbers.
- d) After completion of inspection, the Drawing Instruments shall be repacked and handed over to the respective institution heads.

4.11.2 Exclusivity

The distribution of the Drawing Instruments to the beneficiaries is not the

responsibility of suppliers. The respective head of institutions will distribute the Drawing Instruments to the beneficiaries.

4.11.3 Acceptance sign off

- a) The supplier shall give institution-wise invoice to the institution head. The invoice shall be enclosed with the list of the Drawing Instruments supplied at the institution.
- b) The damaged/defective Drawing Instruments, if any shall be taken back by the supplier representative.
- c) The signature and seal of the institution head shall be obtained in a report format and in the all invoice copies. One copy of the invoice with report shall be given to the institution head for records.
- d) Two copies of the invoice with signed report shall be handed over to PURCHASE COMMITTEE/CET for further processing. Deemed acceptance will not be permitted under any circumstances.

4.12 Warranty Period

- a) The Drawing Instruments supplied under the Tender shall be covered with a comprehensive warranty against any manufacturing defect for a period of 6 months from the date of supply from the date of acceptance of the Drawing Instruments by PURCHASE COMMITTEE/DET.
- b) The Supplier shall be liable to make good the loss by replacing the Drawing Instruments during the warranty period free of cost to the beneficiaries.
- c) Irrespective of the warranty obligations, the Supplier is liable for replacing a faulty Drawing Instruments due to any manufacturing defects within 30 days after supply.

4.13 Service Level Agreement (SLA)

- a) The supply shall be completed within the delivery schedule specified in the Tender.
- b) The Supplier should undertake to replace the Drawing Instruments which proves to be defective within a month of delivery and distribution to the beneficiaries.

4.14 Exit Clause

At the time of expiry of contract period, as per the contract between PURCHASE COMMITTEE/ DET and the Supplier, the Supplier shall intimate to PURCHASE COMMITTEE/ DET about the closure of the contract/ warranty/ under acknowledgement from PURCHASE COMMITTEE/ DET.

5. Payment Terms

- 5.1** No advance will be paid or no letter of credit will be issued.
- 5.2** 100 % payment will be released after successful completion of supply and acceptance by the respective institutions.
- 5.3** 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, after award of contract and within the delivery schedule, the successful bidder is liable to return the same.
- 5.4** The Supplier shall 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.
- 5.5** The PURCHASE COMMITTEE/ DET reserves the right to recover any dues from the tenderer which is found on a later date during the audit after final settlement is made to them. Accordingly, the tenderer is liable to pay such dues to the PURCHASE COMMITTEE/ DET at once.

Annexure-1

Bidder's Covering Letter

(Letter should be submitted in Bidder's Letter Head)

Date:

To
The Director,
Department of Employment and Training,
Alandur Road, Guindy,
Chennai-600032.

Dear Sir,

Sub: Tender for Supply of Drawing Instruments under the scheme of Government of Tamil Nadu for Distribution of Drawing Instruments to the Trainees in Government Industrial Training Institutes & Govt. aided private ITIs—Regarding.

Ref: Tender Reference No. **38296/Pur3/2022 Dated 22-11-2022**

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1. We have examined the Tender for supply of Drawing Instruments as specified in the Tender. We undertake to meet the requirements and supply of Drawing Instruments and services as required and are set out in the Tender document.

2. We attach our Technical Bid with EMD cover and Price Bid in separate sealed covers as required by the Tender both of which together constitutes our proposal, in full conformity with the said Tender.

3. We have read the provisions of Tender and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our response shall not be given effect to.

4. We undertake, if our Bid is accepted, to adhere to the scope of work as specified in the Tender or such modified plan as may subsequently be agreed mutually.

5. We agree to unconditionally accept all the terms and conditions set out in the Tender document and also agree to abide by this Bid response for a period as mentioned in the Tender from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this Bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and PURCHASE COMMITTEE/DET.

6. We affirm that the information contained in the Technical Bid or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to PURCHASE COMMITTEE/ DET is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead PURCHASE COMMITTEE/ DET as to any material fact.

7. We agree that PURCHASE COMMITTEE/ DET is not bound to accept the lowest or any Bid you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products / service specified in the bid response without assigning any reason whatsoever.

8. It is hereby confirmed that we are entitled to act on behalf of our company / organization and empowered to sign this document as well as such other documents, which may be required in this connection.

9. We also declare that our Company/Organisation is not blacklisted by any of the State or Central Government and organisations of the State or Central Government.

10. All the appendices in Technical Bid envelope and appendices in Price Bid envelope have been submitted duly filled in and signed.

11. The following pages from page No.1 to Page No.____have been added to and will form the part of this tender.

Authorised signatory:

Name of the authorised person:

Designation:

Name of Bidder:

Stamp of Bidder:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am (Name) (Designation), and that (Name)..... who signed the above Bid has been duly authorized to sign the same on behalf of our Organisation.

I also declare that our Company/Organisation is not blacklisted by any of the State or Central Government and Organisations of the State or Central Government.

Date:

Signature:

Seal:

Annexure-2

Undertaking for Quantity offered in the Tender
(Letter should be submitted in Bidder Letter Head)

Date:

To
The Director,
Department of Employment and Training,
Alandur Road, Guindy,
Chennai-600032.

Dear Sir,

Sub: Tender for Supply of Drawing Instruments under the scheme of Government of Tamil Nadu for free Distribution of Drawing Instruments to the Trainees in Government ITIs&Govt.aided private ITIs – Regarding.

Ref : Tender Reference No: **38296/Pur3/2022 Dated 22-11-2022**

----X----

We shall undertake to supply a quantity of _____nos. of Drawing Instruments under this Tender if our Bid becomes successful.

Authorised signature:

Name of the authorised person:

Designation:

Name of Bidder:

Stamp of bidder:

Annexure-3

Bank Guarantee Format(To be executed in Rs.100/- Stamp Paper)

To
The Director,
Department of Employment and Training,
Alandur Road, Guindy,
Chennai-600032.

Bank Guarantee No:
Amount of Guarantee:
Guarantee covers from:
Last date for lodgement of claim:

This Deed of Guarantee executed by.....(Bankers Name & Address) having our Head Office at(address) (hereinafter referred to as "the Bank") in favour of the Governor of Tamil Nadu represented by the **DIRECTOR OF EMPLOYMENT AND TRAINING** having its office at **Alandur Road, Guindy, Chennai-600032**, (which expression shall where the context so admits mean and include its successors in office and Assigns) (hereinafter referred to as "the Beneficiary") for an amount not exceeding Rs._____/-(Rupees_____)Only) as per the request of M/s. _____having its office address at _____(hereinafter referred to as "Supplier") against Letter of Acceptance reference _____ dated //_____ of The Director, Department of Employment and Training, Alandur Road, Guindy, Chennai-600032. This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum Rs./-(Rupees_____Only) and the guarantee shall remain in full force up to _____ months from the date of Bank Guarantee and cannot be invoked otherwise by a written demand or claim by the beneficiary under the Guarantee served on the Bank before _____ months from the date of Bank Guarantee.

AND WHEREAS it has been stipulated by you in the said ORDER that the Supplier shall furnish you with a Bank Guarantee by a Scheduled/ Nationalised Bank for the sum specified therein as security for compliance with the Supplier's performance obligations for a period in accordance with the contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee.

THEREFORE, we(Bankers address)....., hereby affirm that we are Guarantors and responsible to you on behalf of the Supplier up to a total of Rs._____/-(Rupees_____)Only) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without any demur,cavil or argument, any sum or sums within the limit of Rs._____/-(Rupees_____)Only) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein. We will pay the guaranteed amount notwithstanding any objection or dispute whatsoever raised by the supplier.

This Guarantee is valid until _____ months from the date of Bank Guarantee.

Notwithstanding, anything contained herein Our liability under this guarantee shall not exceed Rs._____/-(Rupees_____)Only). This Bank Guarantee shall be valid up to _____ months from the date of Bank Guarantee and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before_____.

In witness whereof the Bank, through its authorised Officer, has set its, hand and stamp on this..... at_____.

Witness:

(Signature)

Annexure-4

Model Form of Contract

(To be executed on a Rs. 100/- Non-judicial Stamp paper bought in Tamil Nadu by the SUPPLIER for the supply of Drawing Instruments (NO FIGURES IN NUMERALS OR WORDS SHALL BE FILLED UP IN THIS SAMPLE FORM AT THE TIME OF SUBMISSION OF TENDER))

CONTRACT

This Contract is entered into at Chennai on theday of 2022
Between the Governor of Tamil Nadu represented by the **Director of Employment and Training**, Government of Tamil Nadu, and **having its Office at Alandur Road, Guindy, Chennai – 600 032** herein after referred to as "PURCHASE COMMITTEE/ DET" (which term shall mean and include its successors in Office and permitted assigns) on behalf of Government of Tamil Nadu, hereinafter referred to as "Purchaser"

And

_____a Company registered under and having its Registered office at _____
_____herein after referred to as the "SUPPLIER" (which term shall mean and include its successors and permitted assigns) Whereas **PURCHASE COMMITTEE/ DET on behalf of the Government of Tamil Nadu invited a Tender vide Tender Reference No. 38296/Pur3/2022 Dated 22-11-2022**
for the supply of Drawing Instruments throughout the State of Tamil Nadu and the SUPPLIER has been selected as per the following terms and conditions:-

1. This document on having been signed by both the parties shall constitute a binding contract between the parties and shall remain in force for a period of 12 Months. But in the event of any breach of the Contract at any time on the part of the SUPPLIER, the contract shall be terminated by PURCHASE COMMITTEE/ DET without compensation to the SUPPLIER. The contract may also be put to an end at any time by the Purchaser upon giving seven days notice to the SUPPLIER.
2. The SUPPLIER agrees to supply a quantity of-----No. of Drawing Instruments And **6 months warranty period** at the price of Rs._____/-(Rs.....only)per Set of Drawing Instruments to the Purchaser as per the Delivery Schedule given below.
 - a) The Drawing Instruments supply shall be completed **100% of ordered quantity** within 45 days from the date of LOA.
 - b) The supplier shall augment the manufacturing and supply of the Drawing Instruments accordingly.
 - c) The Drawing Instruments should be delivered at the Industrial Training Institutes in the allotted districts in the State of Tamil Nadu.
 - d) 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 after award of contract and within the delivery schedule, the SUPPLIER is liable to return the same.

3. However, PURCHASE COMMITTEE/ DET would not be liable or responsible for the increase in duties / taxes as above, if the same arises due to delay on the part of the SUPPLIER.

4. Supply

- a) Supply of the ordered items shall be as per the Delivery Schedule.
- b) PURCHASE COMMITTEE/ DET would bear the cost of third party inspection for only one manufacturing plant of the SUPPLIER. If the SUPPLIER wants to produce in more than one location, then the cost of positioning the inspection team in the second and subsequent plants by PURCHASE COMMITTEE/ DET would be borne by the SUPPLIER at its cost.
- c) Separate guidelines for the delivery and acceptance will be issued by PURCHASE COMMITTEE/ DET to the SUPPLIER from time to time.

5. Insurance

The delivery of goods to the destination is the responsibility of the SUPPLIER only. The goods supplied under the contract should be covered for comprehensive Insurance by the SUPPLIER till delivery and acceptance by the authority concerned.

6. Acceptance

The Purchaser will make suitable arrangement for verifying the Drawing Instruments and acceptance as stipulated in the Tender.

7. Incase, the SUPPLIER is asked to supply Drawing Instruments to any Institution / Institutions or to any District / Districts in addition to the initial list of Districts allotted to them, by PURCHASE COMMITTEE/ DET, then the SUPPLIER will ensure that such Institutions / Districts are supplied.
8. The goods or materials to be supplied under this contract are to be of the quality and the sort mentioned in the purchase orders.
9. The goods or materials are to be delivered at places indicated by PURCHASE COMMITTEE/ DET / Purchaser without any extra cost in such quantities or numbers contained in the purchase order. Any amendments to the orders in terms of quantities or delivery period etc may be incorporated on a mutually agreed basis.
10. The goods sold under this Contract shall not be taken back. However any replacement necessitated, as part of the warranty commitments shall be carried out by the SUPPLIER and faulty Drawing Instruments that arise out of such replacements shall be taken back by the SUPPLIER within a reasonable time.
11. If the supply of the Ordered items are not effected as specified in the purchase order, Purchaser / PURCHASE COMMITTEE/ DET shall have the full authority to cancel the order and to take any such action that will be deemed fit in the circumstances.

12. In case of failure by the SUPPLIER to deliver goods or materials demanded from them within the period specified for delivery or in case of goods or materials delivered by them, not being of the stipulated quality and specifications or in the case of goods or materials being delivered without a correct invoice in duplicate, PURCHASE COMMITTEE/ DET shall have the power to reject any such goods or materials and to purchase such goods and services from other sources. Any excess cost so incurred by the Purchaser over the contract price together with all charges and expenses attending the purchase shall be recoverable by Purchaser (PURCHASE COMMITTEE/ DET) from the SUPPLIER.

13. Liquidated Damages

13.1 LD for non-fulfilment of Delivery Schedule

- a) In the event of non-fulfilment of delivery schedule, a Liquidated Damages at the rate of 1% per week on the value of the undelivered quantity of the order will be levied subject to a maximum of 5% of the undelivered quantity.
- b) The Liquidated Damages amount will be automatically deducted from the Bills submitted by the Supplier. Further if the delivery is not completed, PURCHASE COMMITTEE/ DET will purchase the remaining Drawing Instruments at the risk and cost of such defaulting supplier.
- c) The performance of the Supplier(s) will be reviewed on the first week of every month. If there is any shortfall in quantity to be supplied during the period PURCHASE COMMITTEE/ DET reserves the right to make alternative supply arrangement at the risk and cost of the defaulters. The overall order quantity is liable to be reduced to that extent for the concerned suppliers.

13.2 Total LD applicable

The Total LD shall not exceed 5% of the total value of the Order.

14. Warranty

- a) The Drawing Instruments supplied shall be under the Tender should be covered with a comprehensive warranty against any manufacturing defect for a period of 6 months from the date of supply from the date of acceptance of the Drawing Instruments by PURCHASE COMMITTEE/DET.
- b) The Supplier shall be liable to make good the loss by replacing the Drawing Instruments or components found defective during the warranty period free of cost to the beneficiaries.
- c) Irrespective of the warranty obligations, the Supplier is liable for replacing faulty Drawing Instruments due to any manufacturing defects within 30 days after supply.
- d) The warranty will cover all the materials and goods supplied by the Supplier under this contract irrespective of the fact whether these have been manufactured by the SUPPLIER or not. The decision in this regard by PURCHASE COMMITTEE/ DET is final and binding on the SUPPLIER.

15. Payment Terms

- a) No advance will be paid or no letter of credit will be issued.
- b) 100% payment will be released after successful completion of supply and acceptance by the respective institutions.

- c) 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 after award of contract and within the delivery schedule, the SUPPLIER is liable to return the same.
- d) The Supplier shall 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 here after imposed.

16. ForceMajeure

Neither the Purchaser/PURCHASE COMMITTEE/ DET nor the SUPPLIER shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as:

- a) any act of God such as lightening, earthquake, landslide, etc or other events of natural disaster of rare severity.
- b) Meteorites or objects falling from aircraft or other aerial devices, travelling at highspeeds.
- c) Fire or explosion, chemical or radioactive contamination or ionizing radiation.
- d) Epidemic or plague
- e) Act of war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, blockade, embargo, revolution, riot, religious strife, bombs or civil commotion, sabotage and terrorism

17. The following documents shall be deemed to form and be read and construed as part of this Contract.

- a) Tender Document including amendments issued by PURCHASE COMMITTEE/DET.
- b) Scope of Work and Technical Specifications.
- c) Tender Terms and Conditions.
- d) Corrigendum/Clarifications issued by PURCHASE COMMITTEE/ DET for the Tender document.
- e) Detailed final offer of the SUPPLIER.
- f) Purchase Order(s) issued by PURCHASE COMMITTEE/ DET from time to time.
- g) Correspondence made by PURCHASE COMMITTEE/ DET to the SUPPLIER from time to time during the period of the contract.
- h) Bid received from the Bidder.

Wherever the offer conditions furnished by the SUPPLIER are at variance with conditions of this contract or conditions stipulated in the purchase order, the latter shall prevail over the offer conditions furnished by the SUPPLIER.

18. Any waiver of any terms and conditions by PURCHASE COMMITTEE/ DET / Purchaser in writing shall not have the effect of waiving or abandoning other terms and conditions of the contract.

19. (a) Unless otherwise provided in the Contract, any notice, request, consent or other communication given or required to be given hereunder shall be given by mailing the same by registered mail, postage prepaid, in the case of the SUPPLIER to PURCHASE COMMITTEE/ DET at its Registered Office set forth above or with other addresses and to the attention of such other person or persons as may hereafter be designated by like notice hereunder and any such notice sent by post shall be deemed to have been served on the date when in the ordinary course of post, it would have been delivered at the address to which it was sent.

(b) Any notice to the SUPPLIER shall be deemed to be sufficiently served, if given or left in writing at their usual or last known place of abode or business.

20. Termination of Contract

20.1. Termination for default

a) PURCHASE COMMITTEE/ DET may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the SUPPLIER, terminate the contract in whole or part,

(i) if the SUPPLIER fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by PURCHASE COMMITTEE/ DET; or

(ii) if the SUPPLIER fails to perform any of the obligation(s) under the contract; or

(iii) if the SUPPLIER, in the judgement of PURCHASE COMMITTEE/ DET, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

b) In the event of PURCHASE COMMITTEE/ DET terminating the Contract in whole or in part, PURCHASE COMMITTEE/ DET may procure the goods and services upon terms and in such manner as deems appropriate at the risk and cost of the defaulting Supplier and such supplier shall be liable to PURCHASE COMMITTEE/ DET for any additional costs for such goods and services. However, the SUPPLIER shall continue the performance of the contract to the extent not terminated.

20.2 Termination for Insolvency

PURCHASE COMMITTEE/ DET may at any time terminate the Contract by giving written notice with a notice period of 7 days to the SUPPLIER, if the SUPPLIER becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the SUPPLIER, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to PURCHASE COMMITTEE/DET.

20.3 Termination for Convenience

PURCHASE COMMITTEE/ DET may by written notice with a notice period of seven days sent to the SUPPLIER, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for PURCHASE COMMITTEE/ DET's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the SUPPLIER is not entitled to any compensation whatsoever.

21. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by Sole Arbitrator to be appointed by the PURCHASE COMMITTEE/DET.

If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by the PURCHASE COMMITTEE/ DET. The Arbitrator so appointed shall proceed with the reference from the stage, where his predecessor had left if both parties consent for the same, otherwise, he shall proceed denovo.

It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.

The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.

The venue of the arbitration shall be Chennai and language is English.

The fees of the Arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties.

Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.

22. Subject to the above, the Courts at Chennai only shall have jurisdiction in this matter.

In Witness whereof the parties hereto have signed on the day, month and year above written in the presence of

**For and on behalf of PURCHASE
COMMITTEE/ DET.**

: For and on behalf of SUPPLIER

Witnesses:

1.

2.

Witnesses:

1.

2.

Technical Bid (Envelope-A)

1. The Bidders are requested to prepare the Technical Bid in the order of the heading given under.
 2. Details shall be furnished for each criteria enclosing with the respective supporting documents to establish the eligibility of the Bidders.
 3. The Technical Bid shall be printed in hard copy in the order of the heading, serially numbered and bound in book form.
 4. All pages of the Technical Bid should be signed and stamped by the Authorised Signatory without fail.
- 5. Schedule of technical information**(i.e offered by the bidder) as per given format should Be submitted

Authorised signature:

Name of the authorised person:

Designation:

Name of Bidder

Stamp of bidder

Schedule Of Technical Information

Tender for Supply of Drawing Instruments- Ref.No. 38296/Pur3/2022 Dated 22-11-2022				
Sl. No	Description of item	Total Qty to be supplied	Consignee place	Full Technical specification offered by the bidder
1	<p><u>i) METRIC SCALE – 1No.</u> 30cm. longx3cm. wide x2mm thick with beveled edges made of celluloid material.</p> <p><u>ii) SET SQUARE – 1 No.(30°-60°)</u> Set-square (30°-60 °, 22 cm in length x 2mm thick with beveled edges (one side graduated in inches) made of celluloid material.</p> <p>Triangular in shape with one corner a right angle triangle.</p> <p><u>iii) SET SQUARE – 1 No.(45°-45°)</u> Set-square (45° -45°, 18 cm in length x 2mm thick with beveled edges (one side graduated in inches) provided with protractor made of celluloid material. Triangular in shape with one corner a right angle triangle.</p> <p><u>iv) ENGINEERING COMPASS – 1No.</u> To draw circles upto 120 mm diameter, made of stainless steel consists of two legs hinged together at its upper end. A pointed needle fitted at one of the lower end and the other end has provision for inserting pencil.</p> <p><u>v) TEMPLATE(CIRCULAR IN SHAPE) – 1No.</u> To draw circles ranging from 1mm diameter to 30mm diameter with 2mm thick made of celluloid material.</p> <p>Note: In serial No.i,ii,iii& v All graduations must be engraved. Each Set of Drawing Instruments should be packed well in pouches of appropriate sizes.</p>	22,500 sets	As found in sub clause 4.1 in the tender document	

Authorised signature with seal:
 Name of the authorised person:
 Designation:

T1.	Profile of the Bidder(s)			
Sl. No.	Particulars	Bidder / Prime Bidder	Consortium Partner-1	Consortium Partner-2
1.	Name of the Company			
2.	Year of incorporation			
3.	Registered Office Address Office Telephone Number Fax Number			
4.	Contact Person Name Personal Telephone Number Email Address			
5.	Local office in Tamil Nadu Address Office Telephone Number Fax Number			
6.	Authorised Signatories Name Address Personal Telephone Number Email Address			
7.	Address for communications under the current Tender			
8.	Registration Details Permanent Account No.[PAN] GST Registration Number			
9.	Banker's Details Name of the Bank and Branch Account Number MICR Number Type of Account IFSC Code			

T2 .EMD Amount

1.	Name of the Bank	
2.	Demand Draft (DD) Number	
3.	DD Date	
4.	DD Amount	

T3. Submission of Sample Drawing Instruments to PURCHASE COMMITTEE/ DET

(Please furnish the details about the sample Drawing Instruments models submitted to PURCHASE COMMITTEE/ DET for reference)

- a) The Bidders are required to deposit one set of Sample Drawing Instruments as tender sample with PURCHASE COMMITTEE/ DET at the time of submission of Tender.
- b) Offer received without Tender Sample or in case the tender sample received after the due date and time of receipt of tender, shall be ignored summarily.
- c) All Tender Samples should have cards affixed on it duly signed and stamped by the firm indicating the following:-
 - (i) Name and address of the firm.
 - (ii) Tender No. and date of opening.
 - (iii) Name of item, item No. and size.
- d) Tender sample should have card affixed duly signed and stamped as well as Drawing Instruments should be marked with indelible ink / permanent marker with relevant details.
- e) Sample sent on basis "Freight to Pay" will not be accepted.
- f) The Samples may be utilized by the PURCHASE COMMITTEE/ CET for carrying out Physical Evaluation on all the parameters of Specifications including destructive Test, in that case the cost of Samples will be borne by the Bidder.
- g) Samples submitted by the Bidders whose offers are not accepted may be collected by their authorized representatives on requisition or hearing from the Office. In case samples are not collected within given time, the samples will be disposed off.

T4. Authorisation Letter / Power of Attorney

1. Please furnish Authorisation Letter/Power of Attorney for the Authorised Signatory of the Tender authorised by the Managing Commissioner /Board of Commissioners of the Bidding Company as per Appendix-V.
2. In case of Bid by Consortium, furnish the Power of Attorney for the Authorised Signatories of the Consortium Agreement authorised by the Managing Commissioner /Board of Commissioners of partner Companies.

T5. Consortium Agreement

1. In case of Consortium of Bidders, furnish the original Consortium Agreement as specified in the Tender document signed by all the Authorised Signatories of Consortium partners.
2. Please include statement that all partners of the consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.
3. Please include precisely the role and responsibilities of each partner of the consortium in respect of the contract.
4. Please include statement authorising the Prime Bidder by the Consortium partners to act on their behalf to incur liabilities, to receive instructions for and on behalf of all partners of the consortium, to execute entire contract and to receive payment

-----X-----

T6. Compliance with Eligibility Criteria

Bidders should furnish supporting documents to establish their Eligibility in the Technical Bid.

Sl. No.	Description	Bidder / Prime Bidder	Consortium Partner-1	Consortium Partner-2
	Name of the Bidders			
1.	Details about Incorporation			
	a) Incorporation date			
	b) Nature of business incorporated			
	c) Whether Certificate of Incorporation enclosed?			
	d) Notarised English translation enclosed?			
2.	Experience Drawing Instruments manufacturing business			
	a) Date of commencement of Drawing Instruments production			
	b) Name of the Tax Authority/ Statutory Authority issued the certificate/ document			
	c) Whether certificate/document enclosed?			
	d) Whether Notarised English translation?			
3.	Details about Annual Turnover			

	Year 2018-19			
	Year 2019-20			
	Year 2020-21			
	Year 2021-22			
	Whether Annual Report, Balance Sheet, Profit and Loss Accounts enclosed?			
	Whether notarised English Translation enclosed?			
4.	Details about Drawing Instruments Manufacturing Capacity			
	a) Address of the Drawing Instruments manufacturing plant			
	b) What is the installed capacity of Drawing Instruments manufacturing per year			
	c) Name of the Statutory Authority who issued the above certificate / document.			
	d) Whether notarized English Translation enclosed?			
5.	Details about Drawing Instruments sales			
	a) No. of Drawing Instruments (set) sold			
	b) Year of sales			
	c) What is the proof document for the sales enclosed?			
	d) Whether notarized English translation enclosed?			
6.	Details about quality Certification			
	a) Date of validity of the ISO certificate			
	b) Whether copy of the ISO Certificate enclosed?			
7.	Details about Blacklisting, if any			

	a) Has the Bidder or in case of Consortium, any of the Consortium have been blacklisted by any of the State/Central Government or organisations of the State / Central Government			
	b) Bidder or in case of Consortium, all the Consortium partners should submit the undertaking letter.			

T7. A full set of Tender Document signed and stamped

Bidder shall print a full set of Tender Document including corrigendum / addendum issued to the Tender Document downloaded from the designated Web site or purchased from the PURCHASE COMMITTEE/ DET and the Authorised Signatory shall sign and stamp in all pages of the Tender Document. This should be enclosed in the Technical Bid.

Authorised signature:
Name of the authorised person & Designation:

Name of Bidder & Stamp of bidder

Price Bid (Envelope-B)

Tender Reference No: 38296/Pur3/2022 Dated 22-11-2022

Sl. No.	<u>Price Details</u>	Cost per Set of Drawing Instruments (For delivery at the designated location)	
		Amount in Figure	Amount in Words
1	Price Per Set in Rs.		
2	Excise Duty in Rs.		
3	Transportation charges in Rs.		
4	Basic Price(BP) in Rs = 1+2+3		
5	Goods & service Tax(GST)		

- Note:**(i) The complete Price Bid should be in one currency i.e. Indian Rupees only. Currency of price should be clearly mentioned.
- (ii) Bidder will attach justification of price quoted which should include the recently executed contracts of the store in question with Govt. / Semi Govt. Organisation etc.
- (iii) Rates will be compared by taking account the Basic price as in row4 to decide L-1.
- (iv) Entry Tax / Octroi / Toll Tax and other Statutory Taxes will be applicable at actual, if admissible.
- (v) Bidders are required to indicate Basic Price, GST 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) In cases of discrepancy between the cost quoted in Words and in Figures, the lower of the two will be considered.
- (viii) The decision / interpretation of PURCHASE COMMITTEE/ DET shall be final in all respect.

Authorised signature:

Name of the authorised person:

Designation:

Name of Bidder

Stamp of Bidder.

Appendix-I
EMD EXEMPTION

- 1) The Small Scale Industrial units located within the State and Registered with the Tamil Nadu Small Industries Development Corporation.
- 2) The Small Scale Industrial units located within the State and Registered with National Small Industries Corporation(NSIC).
- 3) The Small Scale Industrial units holding Permanent Registration certificate from the District Industries Centres of Commissionerate of Industries and Commerce in respect of those items for which the Registration Certificate has been obtained.
- 4) Departments of the Government of Tamil Nadu.
- 5) Undertakings and Corporations owned by Government of Tamil Nadu.
- 6) Labour Contract Co-operative Societies registered within Tamil Nadu.
- 7) Tiny Industries classified under SSI, registered with the State of Tamil Nadu, and Registration Certificate issued by Department of Industries and Commerce/Government of Tamil Nadu.
- 8) Small Scale Industrial units located outside the State but registered with National Small Industries Corporation (NSIC) in respect of the items manufactured by them.
- 9) Any other category of tenderers specifically exempted by the Government from the payment of (EMD)
- 10) Industries exempted from payment of EMD shall enclose duly attested Photostat copy of their Registration Certificate showing the subject materials specifying capacity which they are permitted to manufacture and the period of validity of the certificate as proof of eligibility for exemption from payment of EMD.
- 11) Those Bidders who are exempted from payment of E.M.D shall furnish in lieu of EMD an under taking in a non-judicial stamp paper of value not less than Rs. 100.00 (Rupees hundred only) in the prescribed format, as per **Format-1**, to the effect to pay penalty an amount equivalent to EMD in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract consequent to such breach of contract.
- 12) Undertaking and proof of exemption of EMD shall be kept in the EMD cover as specified in clause 3.16. **TENDERS RECEIVED WITHOUT PROOF FOR EXEMPTION OF EMD AND UNDERTAKING WILL NOT BE READ OUT AND WILL BE REJECTED SUMMARILY.**
- 13) **TENDERS RECEIVED WITHOUT THIS UNDERTAKING WILL NOT BE OPENED.**
- 14) Small Scale Industries registered within the State of Tamil Nadu shall enclose duly attested Photostat copy of their Registration Certificate showing the subject materials specifying capacity which they are permitted to manufacture and the period of validity of the certificate as proof of eligibility for exemption from payment of EMD in a sealed outer envelope as specified in Clause -2.The prospective bidders shall furnish the audited attested copy of Profit and Loss Account and Balance sheet with the value of Plant and Machinery along with the proof for exemption from payment of EMD in order to ensure SSI status of the firm.
- 15) All SSI/NSIC units shall furnish the above audited attested copy of profit and Loss Account, Balance sheet with the value of Plant and Machinery, along with the proof for exemption from payment of EMD. In case the investment held by the bidders in Plant and Machinery as per their financial statement of Accounts exceeds Rs.5 Crores, the General Manager, District Industries Centre concerned shall be requested to verify the SSI status of the firm. Till receipt of confirmation from General Manager/ District Industries Centre concerned, the exemption from paying EMD for SSI units shall not be extended.
- 16) Others viz. Central and Other State Government Departments, Undertakings and Corporations other than Tamil Nadu shall have to pay Earnest Money Deposit and Security Deposit.
- 16) The bid received without the specified EMD amount shall be SUMMARILY REJECTED.
- 17) Apart from the above, the PURCHASE COMMITTEE/ DET has the right to adopt any changes based on the Government instruction, with regard to extending exemption from paying EMD.

Format-1 - DRAFT UNDERTAKING IN LIEU OF E.M.D.

(To be furnished in non-judicial stamp paper of value not less than Rs.100/)

THIS DEED OF UNDERTAKING EXECUTED AT _____ ON THIS THE _____ DAY OF _____ TWO THOUSAND AND BY M/S. _____ a company registered under companies Act 1956, having its registered office at _____ hereafter called "Tenderer" (which expression shall where the context so admits mean and include their Agents, Representatives, Successors-in office and Assigns)

TO AND IN FAVOUR OF THE Governor of Tamil Nadu represented by the **DIRECTOR OF EMPLOYMENT AND TRAINING** having its office at **Alandur Road, Guindy, Chennai-600032**, herein called the "PURCHASE COMMITTEE/ DET" (which expression shall where the context so admits mean and include its successors in office and Assigns).

WHEREAS the tenderer is required to pay Earnest Money Deposit of Rs. _____ for participation in the tender for supply of _____ in terms of specification No. _____

AND WHEREAS the tenderer is exempted from payment of EMD as per _____, subject to the tenderer executing an undertaking to the value of Rs. _____ (Rupees _____ only) representing the amount equivalent to the amount of EMD specified to be paid to PURCHASE COMMITTEE/ DET in the event of non-fulfillment or breach of any of the conditions of the tender by the Tenderer as mentioned hereunder.

AND WHEREAS in consideration of the acceptance by PURCHASE COMMITTEE/ DET of the above proposal, the tenderer has agreed to pay to PURCHASE COMMITTEE/ DET the said amount of Rs. _____ in the event of:-

- i. Withdrawing his tender before the expiry of the validity period
- ii. Withdrawing his tender after acceptance or fails to remit the Security Deposit.
- iii. Violating any of the conditions of the tender issued by the competent authority.

NOW THE CONDITION OF THE above written undertaking is such that if the tenderer shall duly and faithfully observe and perform the conditions specified as above, then the above written undertaking shall be void, otherwise it shall remain in full force.

The tenderer undertakes not to revoke this guarantee till the contract is completed under the terms of contract.

The expression, 'tenderer' and 'PURCHASE COMMITTEE/ DET' hereinafter before used shall include their respective successors and assign in office.

IN WITNESS WHEREOF THIRU _____ acting for and on behalf of the Tenderer has signed this deed on the day, month and year herein before first mentioned.

SIGNATURE
NAME IN BLOCK LETTERS
SEAL OF THE COMPANY

In the presence of Witnesses

1. Signature
Name and Address
2. Signature
Name and Address

Appendix-II
PERFORMANCE STATEMENT

1. Name of Manufacturing Company:
2. Details of orders executed / completed in last three years:-

NB:- Proforma given below be properly filled with correct details, else all supporting documents are liable to be treated as invalid and Bids may become liable for rejection.

Sl. No.	Order placed by whom with Order No. and Date	Quantity	Value	Original Delivery Period	Extended Delivery Period	Quantity Supplied	<u>Remarks (to include Reasons for Delay /Cancellation /Complaints etc.</u>
1							
2							
3							
4							
5							
6							

3. Year of Origin of Firm/Company :
4. Yearly Turn over :
5. Yearly manufacturing capacity in Quantitative terms :
6. Present contracts in hand with quantity and delivery period details :
7. Supporting documents, like copies of Supply order, Inspection, etc for Executed orders :

Authorised signature:

Name of the authorised person:

Designation:

Name of Bidder

Stamp of Bidder.

Appendix-III

PROFORMA FOR EQUIPMENTS AND QUALITY CONTROL

1.	Details of Firm: (a) Name Registered Office Address Office Telephone Number Fax Number (b) Works Address Office Telephone Number Fax Number	
2.	Location of Manufacturing Works / Factory. Factories owned by you (Documentary). In case you do not own the factory but utilize the factory of some other firm for the manufacture / fabrication of the stores for which you apply for registration on lease or other base you should furnish a valid legal agreement of the factory of _____ (here indicate the name of the firm whose factory is being utilized) has been put at your disposal for the manufacture / fabrication of the stores for which registration has been applied for.	
3.	Details of Plant and Machinery erected and functioning in each department as per Proforma in Appendix-IV. (Monograms and descriptive Pamphlets should be supplied, if available]	
4.	Whether the process of manufacture in factory is carried out with the aid of power or without it.	
5.	Details and stocks of raw materials held (state whether imported or indigenous against each item).	
6.	Production capacity of each item with the existing Plant and Machinery: (a) Normal _____ (b) Maximum _____	

7.	Details of arrangements for quality control of products such as laboratory etc.	
8.	(a) Details of Technical / Supervisory Staff incharge of production and quality control. (b) Skilled labour employed. (c) Unskilled labour employed. (d) Maximum no of workers (Skilled and Unskilled) employed on any day during the 18 months preceding the date of application.	

Authorised signature:

Name of the authorised person:

Designation:

Name of Bidder

Stamp of Bidder.

Appendix-IV

	MANUFACTURER WILL PROVIDE LIST OF MACHINERY INSTALLED IN THEIR FACTORY FOR MANUFACTURING DRAWING INSTRUMENTS.		
Sl. No.	Name of Machinery / Plants	Full Address with Location and State.	Personnel employed for this Items.

Authorised signature:

Name of the authorised person:

Designation:

Name of Bidder

Stamp of Bidder.

Appendix-V

PROFORMA OF GENERAL POWER OF ATTORNEY

(To be typed on Rs.100/- Non-judicial Stamp paper)

GENERAL POWER OF ATTORNEY

Be it known all to whom it concern that –

1. Shri _____ s/o _____ residing at _____
2. Shri _____ s/o _____ residing at _____
3. Shri _____ s/o _____ residing at _____

I / We, the Proprietor/ all the Partners/ Commissioners of M/s _____ (address) _____ here by appoint Shri _____ s/o _____ residing at _____ as my/our attorney to act in my/our name and on behalf and sign and execute all documents/ agreements binding the firm for all contractual obligations (including references of cases to arbitration) arising out of the contracts to be entered into by the firm with the Governor of Tamil Nadu represented by the **DIRECTOR OF EMPLOYMENT AND TRAINING** having its office at **Alandur Road, Guindy, Chennai-600032**, (which expression shall where the context so admits mean and include its successors in office and Assigns) in connection with their **Tender Ref No. 38296/Pur3/2022 Dated 22-11-2022** for the supply of Drawing Instruments due for **opening on 09.12.2022 at 3.30pm.**

In short he is fully authorized to do all, each and everything requisite for the above purpose concerning M/s _____ and I /We hereby agree to confirm and ratify his all and every act of this or any documents executed by my/our said Attorney within the scope of the authority hereby concerned on him including references or cases to arbitration and the same shall be binding on me/us and my/our firm as if the same were executed by me/us individual or jointly.

Witness(with address)

Signature of
Proprietors/Partners/Commissioners

Attested

Accepted

Notary

(Signature of Signatory of Tender offer of the
firm)

(signature)

Note :- This should be prepared as defined in clause No.3.5.

Appendix-VI

**FORMAT FOR LETTER OF AUTHORIZATION
FOR ATTENDING BID OPENING EVENT.**

(To be typed preferably on letter head of the company)

Subject: Authorization for attending Bid opening.

I/ WeMr./Ms_____ have submitted our bid for the tender Ref. No. Tender Reference No. **38296/Pur3/2022 Dated 22-11-2022** in respect of supply of Drawing Instruments(Item of work)which is due to open on_____(date) in the Commissioner ate of Employment and Training, Guindy,Chennai-32.

We here by authorize Mr./Ms._____ & Mr. / Ms._____(alternative) whose signatures are attested below, to attend the bid opening for the tender mentioned above on our behalf.

Signature of Bidder/ Officer authorized to
sign on behalf of the Bidder.

Signature of the Representative

Signature of the alternative
Representative

Above Signatures Attested.

- Note** 1. Only one representative will be permitted to attend the Bid opening.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

**Joint Director (SAMC),
(Tender Inviting Authority)
Department of Employment & Training,
Guindy, Chennai – 600032.
Ph. No. 044 22501006 Extn.312, 314.**