



**Directorate of Technical Education and
Training, Odisha, Cuttack**

Invites

REQUESTS FOR PROPOSAL (RFP)

TO

SETUP CENTRE OF EXCELLENCE (CoE)

ON

ELECTRIC MOBILITY LABORATORY

AT

GOVT. ITI ROURKELA & GOVT. ITI BARBIL

NIT NO: DTE&T/2023-24/18739

DATE: 26.12.2023

CORRIGENDUM

With extension off last date for submission of bids till 31.01.2024 (by 05:00 PM)

Issuer:

Directorate of Technical Education and Training, Odisha

Killa Maidan, Buxi Bazar,

Cuttack-753001

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**Director of Technical Education & Training, Odisha invites RFP to
setup electric mobility laboratory at Govt. ITI, Rourkela and Govt.
ITI, Barbil**

NIT No: DTE&T/2023-24/18739

Dated: 26.12.2023

The Directorate of Technical Education & Training (here referred as 'DTE&T'), Odisha, invites Technical and Financial Proposals from the leading Auto OEM Manufacturers/Authorised Partner/ Renowned Training Centres having exposure in Electro Mobility to setup Centre of Excellence on electric mobility laboratory at Govt. ITI, Rourkela and Govt. ITI, Barbil.

The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

Bidders are requested to submit the proposals to the undersigned as per the schedule indicated in the Fact Sheet, by post (Registered / Speed)/courier/by hand at the office of the DTE&T, Odisha. Based on the evaluation method mentioned in the RFP, the bidder will be selected.

For any further clarifications, the prospective bidders may contact Dr. Prabir Kumar Mohanty (Deputy Director, Procurement, DTE&T), on Mobile: (+91) 9437307190 or Email: dtetodisha.procurement@gmail.com during official working hours only (10 am to 5 pm).

Sd/
DTE&T, Odisha

Directorate of Technical Education and Training (DTE&T), Govt of Odisha

DISCLAIMER

The information contained in this Request for Proposal (herein after referred to either “RFP”) document or subsequently provided to the Bidders, whether verbally or in documentary or any other form by or on behalf of the Directorate of technical Education and Training, Odisha herein after referred to as DTE&T, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

DTE&T reserves the right to reject any or all of the proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever. DTE&T, ODISHA also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP document response. DTE&T, ODISHA reserves the right to change/ modify/amend any or all of the provisions of this RFP document. Such changes would be posted only in its website (www.dtetodisha.gov.in). Prospective bidders are requested to visit the website frequently to keep them abreast with the latest developments on this tender.

This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their technical & financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the DTE&T, ODISHA in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the DTE&T, ODISHA, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document.

The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and wherever necessary obtain independent advice from appropriate sources. DTE&T, ODISHA, their employees and advisors make no representation nor warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

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NOTICE INVITING REQUEST FOR PROPOSALS

Directorate of Technical Education and Training, Odisha (DTE&T) invites Request for Proposals (RFP) to setup “**Centre of Excellence on electric mobility at Govt. ITI, Rourkela & Govt. ITI, Barbil**”. The firms, those having experience in similar work can submit their Technical and Commercial proposals. The RFP document comprising of Eligibility Criteria, Instruction to Bidders, Scope of Work etc. can be downloaded from DTE&T website (<https://dtetodisha.gov.in/en/tender/>) from 5 PM of 28.12.2023. The pre-bid meeting shall be held on 09.01.2024 at 3:30 PM through VC mode.

Interested firms who may visit DTE&T website (<https://dtetodisha.gov.in/en/tender/>) to download the RFP document and may send us their queries/clarifications through email at ‘dtetodisha.procurement@gmail.com’ and ‘dtetodisha@gmail.com’ on or before 5:00 PM of 06.01.2024. Technical and Financial proposals for the above mentioned work shall be submitted in hard copies on or before 5:00 PM of 31.01.2024 only through registered/speed post/courier/by hand, at DTE&T office address. The technical proposals shall consist of credentials of the Firm, completed/substantially completed works of similar nature, turn over, tax registration proof (PAN, GST Registration Number) and all other documents as mentioned in the bid documents. Cost of Bid Processing Fee/Tender Fee (non-refundable) amounting to Rs.10,000/- (Rupees Ten Thousand only) in shape of Bank Draft drawn in favor of ‘**Directorate of Technical Education and Training, Odisha**’ payable at Cuttack.

Technical and Financial proposal opening and evaluation date and time will be informed later to the participants’ bidders.

Any addendum/corrigendum/cancellation notice of RFP can also be seen on the DTE&T website <https://dtetodisha.gov.in/en/tender/> and will not be published in newspapers. DTE&T Odisha reserve the right to accept or reject any or all the proposals without assigning any reasons thereof.

Director

DTE&T Odisha

DATA SHEET

Sl. No.	Milestone	Date
1	Request for Proposal (RFP) document made available to the bidders	28.12.2023 from 5:00 PM (https://dtetodisha.gov.in/en/tender/)
2	Last date for receiving pre-bid queries through email (if any)	06.01.2024 by 5:00 PM through email
3	Pre-Bid Meeting/Response to queries (Through VC)	09.01.2024 at 3:30PM (Link will be shared one day before with all prospective bidders)
4	Issuance of pre- bid meeting clarification and Corrigendum RFP with availability on DTE&T website	18.01.2024 by 5:00 PM on DTE&T Odisha website (https://dtetodisha.gov.in/en/tender/)
5	Last date for receipt of Technical and Financial proposals (Sealed Envelope) for the CoE	31.01.2024 by 5:00 PM
6	Opening of Technical Proposals & Presentation and evaluation	To be communicated
7	Opening of Financial proposals of Bidders who qualify pre-qualification (technical) criteria	To be communicated
8	Bid Processing Fee/Tender Fee (Demand Draft) (Non-refundable) in favor of “ Directorate of Technical Education and Training, Odisha ” Payable at Cuttack from scheduled commercial bank having branch in Cuttack.	INR 10,000/- (Rupees Ten Thousand Only)
9	Bid Security/Earnest Money Deposit (EMD) Beneficiary name: Directorate of Technical Education and Training, Odisha Bank Name: Bank of Baroda A/c. NO. 25050100004470 IFSC: BARBOCUTMAN	Bid Security/ Earnest Money Deposit (EMD) of an amount of INR 10,00,000.00 (Rupees Ten Lakhs only) must be submitted by the Bidder in a form of a Bank Guarantee as per the Annexure-VIII.
10	Performance Bank Guarantee (Annexure - IX)	10% of Bid Value for successful bidder (at the time of signing the contract agreement)
11	Method of Selection	Quality and Cost-Based Selection (QCBS)
12	Contact Details	Directorate of Technical Education and Training, Odisha KillaMaidan, Buxi Bazar, Cuttack-753001 Phone No-0671(2301061), Fax-0671(2301961) Email-dtetorissa@gmail.com , dtetodisha.procurement@gmail.com

		<p>Mr. Prabir Kumar Mohanty [Deputy Director (Procurement), DTE&T] Mob: 9437307190 Email id: dtetodisha.procurement@gmail.com & dtetorissa@gmail.com</p>
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1. Introduction:

1.1 Background

The Directorate of Technical Education and Training, Odisha, having its principal office at Killa Maidan, Buxi Bazaar, Cuttack-753001 (hereinafter referred to as the “DTE&T” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns), looks after technical education at Technical Institutes/Colleges, Diploma and formal CTS training at ITI level. It also provides Dual System Training, On-the-Job Training, Apprenticeship Training in order to prepare the Youth suitable for gainful wage and self-employment through Nano Unicorn Project of OSDA for a decent livelihood.

The goal of the DTE&T is to impart quality skill development training to build a knowledgeable workforce to cater to the demand of the labour market. Additionally, generation of such industry-ready manpower would ensure India’s competitiveness in the global market.

DTE&T invites proposals from the leading Auto OEM Manufacturers/Authorised Partner of Auto OEM/Renowned Training Centres having exposure in Electric Mobility to setup Centre of Excellence on electro mobility laboratory for a capacity of 30 students at Govt. ITI, Rourkela and Govt. ITI, Barbil

The project will support the Directorate of Technical Education & Training, Odisha, (herein after called “DTE&T”) in training youth in the age group of 18–34 to increase their skills, employability, and income. The project aims to produce appropriately qualified and multi-skilled workers with excellent employment and career prospectus which meet the needs of the economy. The project will benefit youth, women, and disadvantaged groups.

1.2 Project overview and objectives:

The Centre of Excellence for EVs may create an ecosystem for Sustainable Mobility Solution in the hinterland. It’s an unique facility envisaged in association with Industry, Innovation, Skill Development and Incubation.

The objective of this RFP is to give momentum to skill driven employability initiatives in the State. DTE&T intends to empanel its existing institutes as Centres of Excellence” (“CoE”) and invites bidders to establish CoE and provide knowledge, soft-skill as well as technical-skill driven training in the identified industry sectors to the youth of the State in adherence with National Skills Qualifications Framework (“NSQF”) notified by the Government of India Vide Office Memorandum F.No. 30003/04/2016/NSDA/684 dated 24.04.2018.

DTE&T will provide the lab with required spece to setup the CoE. The role of the successful bidder shall be to design and set up the CoE on **turnkey basis**. (including complete setup of CoE, supply and installation of equipment/machineries, commissioning & maintenance, and provide hand-holding support for minimum 1 (one) year.

2. Scope of Work

2.1 Scope of DTE&T (Tendering Authority)

The scope of work of the DTE&T inter alia states that;

- I. To provide lab and required space at the premises of the Govt. ITI Rourkela and Govt. ITI Barbil for electric mobility lab & fast charging station set up at free of cost with a provision for future expansion or technology upgradation. Any such technology upgradation deemed necessary shall be borne by the Authority only.
- II. To facilitate additional space (covered area) upon availability at the ITI premises at free of cost.
- III. To provide basic amenities like approach road, water supply and electricity supply for running of lab and charging station in addition to installation of High Voltage Transformer/Switch Yard deemed necessary.
- IV. To reimburse the expenditure incurred for the CoE (all Opex and Capex) as per the timeline defined in the RFP and schedule of payment mentioned therein to the Selected Bidder.
- V. To furnish Non-Disclosure Certificate (NDC) safeguarding the interests of the Selected Bidder concerning the Hardware/Software supplied and knowledge imparted as per the statutory provisions.
- VI. To implement better revenue generation model suggested by the experts/ selected bidder deemed relevant for self-sustenance of the said lab obtaining consent of the above bidder.
- VII. To monitor issues pertaining to students from the time from admission till issuance of Course Leaving Certificate.

ADVANTAGES TO THE SUCCESSFUL BIDDER

“The CoE shall be hugely advantageous to the above bidder for reskilling, upskilling and in house capacity building of their manpower in addition to accommodation of 30 numbers of students per batch subject to mutual agreement.”

2.2 Scope of the Successful Bidder

The Steps involved for Setup of the Laboratory and Charging Stations at the respective ITI/Polytechnic Institute are primarily lies within the scope of the Selected Bidder only.

Step 1: Setup of the Laboratory and Charging Stations at Govt. ITI Rourkela.

- I. The CoE, to be designed by the Selected Bidder, is envisioned to be setup as a State of the Art Centre of Excellence (CoE) in which the Selected Bidder brings in their best in class equipment/ tools/ machines/ simulators/software (commonly referred to as equipment) to be used for training purpose.
- II. The selected bidder has to provide suggestive interior design / layout including wiring / lighting for each CoE in CAD format for a working capacity of 30 students and 01 trainer and 01 lab engineer/assistant sitting arrangement.
- III. EV Lab readiness requirement details/specifications (Civil works, electrical works, table & chairs etc) to be shared by the selected bidder within their technical bid. DTE&T Odisha will complete those requirements in close coordination with the Principals of the respective institutes.
- IV. Supply, Installation & Commissioning of all the equipment/materials will be done by the Technology Partner//Bidder to build the electric mobility laboratory to fulfill the required

objectives. The RFP includes planning, design, preparation of working drawing for interior, tentative budget of the bidder for all the activities involved, and execution of works.

- V. Required space, furniture, electrical points, water supply etc. will be provided by DTE&T Odisha.
- VI. The lab should bring together assemble testing of the e-mobility equipment and charging station operation/ battery management systems and simulation software pertaining to the trainings.
- VII. It should be a modular setup enabling the training to be conducted in increasing order of complexity: modules, stations and complete system.
- VIII. The electric mobility setup comes with charging stations and battery management systems.
- IX. The setup shall also support the future modification needed.
- X. The bidder shall setup the Lab as per the available infrastructure and should produce proposed complete layout design & drawing along with the best class equipment/ machines/ tools/ hardware/ accessories with their specifications and advanced technology to be supplied with the proposal.
- XI. The bidder shall adhere to all the statutory norms set by the Competent Authority for operating/manufacturing electric vehicles/charging stations/battery systems/associated safety guidelines on e- mobility in India.
- XII. The Non-Disclosure Certificate (NDC) shall be furnished by DTET safeguarding the interests of the selected bidder concerning the Hardware/Software supplied and knowledge imparted as per the statutory provisions.
- XIII. The selected bidder and the respective institute shall provide joint certificates to the successfully trained and passout students during 01 year hand-holding period. The selected bidder shall provide support in placement of the certified candidates.
- XIV. DTE&T Odisha and respective Govt. ITI shall be responsible to create a network with nearby industries to generate internal revenue (IRG) by utilizing the equipment/machineries of the CoEs. Bidder will provide the necessary supports and conduct the skilling, upskill/re-skill training to the employees from the industries etc.

Step 2: Supply of equipment for the laboratory.

Electric mobility -: It shall consist of the following

List of equipment/machines and their Technical Specifications /Compliance Statement to setup CoE in Electric Mobility for each CoE.

Equipment list for each CoE in Electric Mobility			
SL. NO.	ITEM DESCRIPTION	QTY	Make & Model
1	Electric Vehicle(EV) Powertrain Training System (Four Wheeler)	1 No	
2	High Voltage Personal Protective Equipment	1 SET	
I	Head Protection	3 Nos	
II	PPE for body	3 Nos	
III	Eye and Face Protection	3 Nos	
IV	Foot Protection	3 Pair	
V	Insulation Glove both leather and rubber	3 Pair each	

VI	Insulated Rescue Hook	1 No	
VII	Fire Blanket	1 No	
VIII	Fire extinguisher	1 No	
IX	Sixty four square feet Rubber floormat	1 set	
3	High Voltage Measuring Equipments and Tools	1 SET	
I	Multimeter	2 Nos	
II	DC Clamp Meter	2 Nos	
III	Insulated Toolset	2 Nos	
IV	Insulation Meter	1 No	
V	Thermal Imaging Camera	1 No	
VI	Tachometer(Non-Contact type)	1 No	
VII	Digital Oscilloscope	1 No	
VIII	One Battery Lifting trolley	1 No	
IX	EV Simulator	1 No	
X	Cell Charger	1 No	
4	Basic Power Electronics Workbench Trainer	1 No	
5	Electric Vehicle Diagnostic Scanner	1 No	
6	Automotive Electrical Lighting Circuit Trainer Kit	1 No	
7	One working EV two Wheeler with Lithium -Iron battery and Charger	1 No	
8	One working EV Three Wheeler with Lithium -Iron battery and Charger	1 No	
9	One working EV Four Wheeler with High Voltage System with Lithium -Iron battery and Charger	1 No	
10	10 kWatt Charging station with AC fast charging	1 No	
11	Battery Management System	1 Set	
12	Battery Packs	4 Sets	
13	Battery Management System Tester & Simulator	1 Set	
14.A	Fast charger for 2 wheelers EV.	1 Set	
14.b	Fast charger for 3 wheelers EV	1 Set	
14.C	Fast charger for 4 wheelers EV.	1 Set	
15	Battery Discharger	1 Set	
16	Workstations	5 Sets	
17	Storage cabinet	1 No	
18	Storage rack system	1 No	

Note:

1. The above mentioned proposed system are indicative only. OEMs/Resellers may suggest better system with latest specifications and futuristic technology. The bidders should produce proposed complete layout design & drawing along with the equipment/ machines/ tools/ hardware/ accessories specification to be supplied with the budgetary offer.
2. The bidder may suggest better specifications and features for the list of equipment/machines mentioned in the Section 2.2 (Step 2) with proper justifications. Bidder may add pages as per their requirement to prepare the compliance statement/justifications.
3. Technical Evaluation Committee will take the final call with regards to the quality of equipment proposed by the bidders in their technical bid. Decision of Technical Committee Members will be considered as final.
4. Bidder should provide at least 2 Glow Sign Board (10ftX4ft) at each CoE for branding.

Minimum Technical Specifications:

Sr. No.	Name of Items	Technical Specification	Bidder's Compliance
1.	Electric Vehicle (EV) Powertrain Training System (Four Wheeler)	Electric Vehicle (Ev) Powertrain Training System, Lithium iron phosphate 25.6kWh, Min 53 Kw Permanent magnet motor, high voltage control unit, PTC controller, DC/DC controller, on-board charging controller, fast charge interface, slow charge interface, auxiliary battery, cooling system, electric vacuum assist system and braking system.	
2.	High Voltage Personal Protective Equipment	<p>Head Protection (3 Nos): Helmets (Class E (Electrical) Hard Hats) for High voltage protection.</p> <p>PPE for body (3 Nos): Flame-resistant clothing (jackets). 1mm thick orange neoprene with nylon insert for added strength, this apron is to protect technicians working with live voltages up to 1000V.</p> <p>Eye and Face Protection (3 Nos): Safety Glasses & Face Shield.</p> <p>Foot Protection (3 pair): Safety Shoes: Dielectric over boot provides additional protection of insulation, preventing electric shocks.</p> <p>Insulation Glove both leather and rubber (3 pair each): High Voltage Electrical Protective Gloves Cut & Stab Resistant Rubber Insulating Handwear. Mechanical hazards and electrical arcing, insulated rubber gloves with High voltage Protection.</p> <p>High Voltage Electrical Protective Gloves Cut & Stab Resistant Leather Insulating Handwear.</p> <p>Insulated Rescue Hook (1 No): Superior Electrical Insulation, Dip Coated Hook & 6 Feet Size</p> <p>Fire Blanket (1 No): (1 Mtr x 2 Mtr) Fire Suppression Blanket, Fiberglass, Waterproof, Tear Resistant, Lightweight, Flame Resistant, Abrasion Resistant, Low Temperature Resistant, Reusable, No Expiry.</p> <p>Fire extinguisher (1 No): ALFA Fire CO2 Type Fire Extinguisher (2kg, Red and Black) - Used for Electrical fire Risks/Computer Server Rooms/Class B Fires</p> <p>Sixty four square feet Rubber floormat (1 Set) CLASS A - 2MM THICKNESS. WIDTH 1MTR X LENGTH 2MTR</p>	
3.	High Voltage Measuring Equipments and Tools	<p>Multimeter (2 Nos): AC volts (40Hz to 500 Hz) – 6 to 600 V; Range –upto 600 V</p> <p>DC Clamp Meter (2 Nos): 1000v & 1000ams DC</p> <p>Insulated Toolset (2 Nos): Insulated Toolkit for Assembly & Disassembly/servicing of EV (32 Pcs). Short-circuit & Fire Proof</p>	

		<p>Insulation Meter (1 No): 0.1-2000miliohom</p> <p>Thermal Imaging Camera (1 No): VT08 Thermal Imager, Measurement Accuracy - $\pm 2^{\circ}\text{C}$ ($\pm 3.6^{\circ}\text{F}$) or $\pm 2\%$ of reading for ambient temperature 10°C to 35°C, Temp Range - -20°C to 550°C (-4°F to 1022°F)</p> <p>Tachometer (None-Contact type) (1 No): Level Accuracy: Digital Tacho Meter (Non-Contact Type, Length – 21cms.</p> <p>View Data and statistics on Display, Software additional analysis on PC, Max Mean Avg. Std. Deviation</p> <p>Digital Oscilloscope (1 No): Highest Sensitivity upto 1mV/div (After expand). Full band Trig Auto Sweep Circuit. Alt-Trig view 2 in relative signal</p> <p>Power supply – AC $200\pm 10\%$ V 200MHz, 100MHz & 70MHz, Bandwidth Model upto 2GS/s, Sampling Rate 5M Record Length on Chanel</p> <p>One Battery Lifting trolley (1 No): Trolley for Battery Lifting and Handling – Metallic (Powder Coating).Max. Wt. 100kg, Semiautomatic</p> <p>EV Simulator (1 No): 3 Phase External load and 15Amp.</p> <p>Cell Charger (1 No): NMC & LFP compatible configuration</p>	
4.	Basic Power Electronics Workbench Trainer.	<p>The Basic Power Electronics Workbench Trainer consists of a practical set-up and the associated e-learning. The practical set-up consists of all necessary components that can be connected to each other with the help of the associated wiring. The components are used to give the student a better understanding of the various Power Electronics circuits that can occur in Electrical engineering. Step by step the student builds the various circuits. Then the student performs measurements in order to gain insight into Power Electronics Semiconductor Devices with V-I, Temperature, Performance Characteristics. Through the preliminary theory and practical assignments, the student learns:</p> <ul style="list-style-type: none"> To connect various power electronic circuits. To identify components of a power electronic circuit. To explain the operation of various power electronic circuits. To recognize various power electronic symbols. To perform measurements on various power electronic circuits. <p>05 sets of Automotive Power Electronics Workstation with following specifications-</p> <p>Technical Specifications</p>	

		<p>MCB (Power Switch): Single Phase 10A MCB (Power Switch): Three Phase 10A Single Phase AC Power Supply: 230V, $\pm 10\%$, 50Hz 115V - 0 - 115V $\pm 10\%$, 2A Single Phase Low Voltage AC Power Supply : 18V - 0 - 18V, 15V-0 Low Voltage DC Power Supply : +30V, -30V 250mA +15V, -15V 250mA +12V, -12V 500mA +5V, -5V 500mA Three Phase AC Power Supply: 230V Phase voltage $\pm 10\%$ 50Hz 440 Line voltage $\pm 10\%$ 50Hz Three Phase Low Voltage: 15V Each Phase $\pm 10\%$, 50Hz Power Supply Interconnections: 2mm & 4mm Safety Socket Diode Assembly: Diode 6A10 1000V/6A SCR Assembly: TYN 616 600V/16A IGBT Assembly: IGBT G4BC20S 600V/10A</p> <p>Gate Firing Circuits Single Phase Firing Circuit: Ramp Comparator Firing Circuit (Firing Angle Control 30-180⁰) Three Phase Firing Circuit : Three Phase Firing Circuit (Firing Angle Control 30-1500) Cycloconverter Firing Circuit :Cycloconverter Firing Circuit (Firing Angle Control 30-180⁰) Single Phase and Three Phase Inverter firing circuit: Firing Pulse - 50Hz Square wave with 10Vpp</p> <p>Measuring Instruments Digital Storage oscilloscope</p> <p>Bandwidth : 50MHz Realtime Sample Rate : 500MSa/s (Single Channel) Equivalent Sample Rate : 50GSa/s Number of Channels : 2 CH +1 Ext Memory Depth : 32 K pts (Single Channel) Acquisition Modes :Normal/Average/Peak Detect Average : Selectable from 4 to 256 Vertical Sensitivity: 2mV/div - 10V/div Vertical Resolution: 8bits Input Impedance: 1 M $\pm 2 \Omega$ II 17 pF ± 3 pF Input Coupling: DC, AC and GND Maximum Input Voltage: ± 400Vpp</p> <p>Power Scope:: 1500V Isolated measurement Digital AC Voltmeter: 0-500V AC Voltage Measurement Digital AC Ammeter: 0-25A AC Current Measurement Digital DC Voltmeter: 0-650V DC Voltage Measurement Digital DC Ammeter: 0-25A DC Current Measurement Load Assembly: R Load- Lamp Load (200W)-4nos.</p>	
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		L Load - Inductive Load 300-350-400mH, 1.5A	
5.	Electric Vehicle Diagnostic Scanner	<p>OS: Android 7.0 or advanced Processor: 2.0GHz, Quad Core Display: 12.9 inch or more TFT-LCD with 2732 x 2048 resolution & capacitive touch screen Camera: Rear: 16 Megapixel or more, Autofocus with Flashlight Front: 5 Megapixel or more Memory: 4GB RAM or more & 256GB On-board Memory or more Battery: 18,000mAh</p> <p>-Advanced diagnostics for electric, gas and diesel, and hybrid vehicles. -Rapid analysis of EV high-voltage system including ability to read and erase codes and view live data. -Comprehensive diagrams of high-voltage system block, components and sockets; Step-by-step system disassembly instructions. -State of Charge and State of Health analysis for true battery condition. -Battery pack analysis can be performed via OBD or analyze the pack directly with included specialty cables and jumpers; the Ultra EV screen displays detailed graphics and in-depth connection guidance to provide safe and secure testing.</p>	
6.	Automotive Electrical Lighting Circuit Trainer Kit	Motor -1000 W, Controller -50 Amp – 48V, Charger - 48V, DC - DC Convertor - Electrical MC4, 48V-12V-10A, Power Source - 48V, Indicator, Lighting, Horn, Circuit Breaker & Brake Pedal etc.	
7.	One working EV two Wheeler with Lithium -Ion battery and Charger	<p>Motor Power – 250W or more, Range – 80 Km or more per charge, Charging Time – 5 hours, Instrument Console – Digital, Cruise Control – Yes, Speedometer – digital, Additional Features Of Variant – Walk assist.</p> <p>Working 2 wheeler EV from Ather Energy/OLA Electric/Mahindra Electric/Hero MotoCorp/MG Motors. To be registered in the name of the respective ITI.</p>	
8.	One working EV Three Wheeler with Lithium -Ion battery and Charger	<p>Motor – IP67 rated, Top speed – 55Kmph, Battery type – Li-Ion Battery 48V, Battery Capacity – 7.37Kwh or better, Charging Time – 3 hours, Transmission type – Direct Drive and Charger.</p> <p>Working 3 wheeler EV from OLA Electric/Mahindra</p>	

		Electric/Atul Auto/Piaggio. To be registered in the name of the respective ITI.	
9.	One working EV Four Wheeler with High Voltage System with Lithium -Iron battery and Charger	Working 4 wheeler EV from Tata Motors/Mahindra Electric/Hyundai/Nissan/MG Motors. Acceleration (0-100 kmph) - 9.2 seconds or better Fuel Type – Electric Motor Performance - 127 bhp 215 Nm or better Transmission - Automatic, Paddle Shift, Sport Mode Battery - 30 - 40kWh, Lithium Ion, Battery Placed Under Floor Pan Regenerative Braking, Idle Start/Stop, Pure Electric Driving Mode and Charger. To be registered in the name of the respective ITI.	
10.	10 kWatt Charging station with AC slow/moderate charging	AC001 – 9.9KW AC EVSE, Industrial/ 16A Socket, RFID, TFT LCD Screen, Internet Connectivity, OCCP Complaint AC input Power Rating – 3-phase AC AC output Power rating – 9.9kw (3.3kw*3) Input Voltage Range – 190Vac-450Vac Charger Connector Type – IS/IEC 60309, General Power Socket/16A industrial Socket No of output – 3 Ambient Temp - -20°C to 55°C Auto Cut off Charging – Yes Cooling Method – Natural Cooling	
11.	Electrical battery management system (BMS):	Battery Management System (BMS) Product description: This product is suitable for the training of management and maintenance of the battery of new energy vehicles for vocational technical school, colleges, and training institutions. Product composition <ol style="list-style-type: none"> 1. Battery pack: 20 pieces of lithium iron phosphate with stud bolt power battery 3.2V/8AH; 2. Battery protection device; 3. Battery emergency protection switch; 4. Intelligent charging device: output 73V/5A, with automatic charging recognition function; 5. Battery temperature sensor one for each cell to monitor the battery temperature; 6. BMS management system with cell balancing circuit; 7. Charging monitoring and numerical controlling device; 	

		8. IG Key switch; 9. Workbench with cabinet; 10. Charging switch; 11. Connection cables; Training courses: 1. Battery internal resistance measurement experiment; 2. Battery capacity measurement experiment; 3. The basic discharge curve drawing of the battery; 4. Analysis of different power discharge curves; 5. Battery discharge experiment (free combination circuit); 6. Constant voltage discharge experiment; 7. BMS management system setting experiment; 8. Motor voltage measurement experiment; 9. Motor torque-speed measurement experiment; 10. High-voltage motor drive controller setting experiment; 11. High-voltage motor operation wave measurement Experiment; 12. Electrical appliance power discharge curve analysis experiment; 13. Dynamic and static measurement experiment of accelerator pedal; 14. The oscilloscope using measurement experiments; 15. Wire connection measurement application experiment; 16. Constant voltage charging experiment; 17. Constant current charging experiment; 18. Constant voltage and constant current charging experiment	
12.	Battery Packs	45AH 48V with BMS	
13.	Battery Management System Tester & Simulator	24 Series 100 Amps cell simulator, Cell Simulator with Software platform licence	
14.	Fast Chargers (1 Set each)	A. 3.3 kW, on a 15A socket and charging power levels upto 220 volts B. 3.3 kW C. 7.2 kW	
15.	Battery Discharger	Lithium battery charging and discharging machine having voltage range of 48V, 60V & 72V with 10A Charging & 20A discharging.	
16.	Workstations Computers/Desktops	Processor Make: Intel Processor Generation: 11 or higher	

	with UPS	<p>Number of Cores per Processor: 8</p> <p>Processor Description: Intel Core i7 or better</p> <p>Operating System (Factory Pre-Loaded) Windows 10 Professional</p> <p>RAM Size (GB) 32 or more</p> <p>RAM Expandability up to(using spare DIMM Slots in GB) 64</p> <p>Type of Drives used to populate the Internal Bays HDD, SSD</p> <p>Total HDD Capacity (GB) 1024</p> <p>Total SSD Capacity (GB) 512</p> <p>Graphics Card: 4 GB</p> <p>Monitor Technology IPS</p> <p>LED Backlit Monitor Size (INCHES) 23.8 or more</p> <p>Monitor Resolution (PIXELS) 1920x1080 or better</p> <p>On Site OEM Warranty (Year) 3</p> <p>Windows 11/MS Office 2021/HD 720p</p> <p>Camera/Wireless Keyboard & Mouse/Black)</p> <p>UPS: Compact Design Line Interactive UPS with Load Capacity of 660Watts / 1100VA with minimum 2-3 hours backup. High efficiency (more than 90%)</p>	
17.	Storage Cabinet	<ul style="list-style-type: none"> • Dimension, (H)1828X(W)915X(D)457mm • Material, Cold rolled steel sheet thickness overall 1.0mm • Construction, body made of steel sheet, and three adjustable shelves, locking system 	
18.	Storage rack system	<ul style="list-style-type: none"> • Dimension, (H)1900X(W)900X(D)600mm • Frame made from steel plate thickness 2mm • Shelf hooks, shelves are attached by shelf hooks located in the rectangular holes of the post. • Shelves, 5 pcs 	

Special Conditions:-

- a. The selected Technology Partner should provide handholding for 12 months from the date of successful commissioning and testing of the equipment.
- b. The selected technology partner shall be responsible to run the E-Mobility course up to 1-year and shall abide by the regulatory guidelines/statute by the Competent Authority.
- c. The selected partner shall identify and formulate training programs to develop skills in futuristic/ disruptive technologies and associated skill sets required for industry ready. Select appropriate courses; design the course structure, curriculum and pedagogy based on industry demand.
- d. The selected technology partner shall conduct a skill gap analysis and shall design the advanced skill training curriculum with equivalent to NSQF level 5 or above, like Mechanic Electric Vehicle specified by NCVT, GoI in addition as per the demand of the industries should be included. Preparation of Training Modules for Train the Trainers and Trainees will be the responsibility of the selected technology partner.
- e. Bidder shall provide technical manpower (Minimum Two Experts for each CoE) to provide training for 1 year. Minimum educational qualification for the technical expert is Diploma/ B.Tech or Mtech in Mechanical Engineering with more than 05 years of work experience in Automobile industry and minimum 01 year experience in Electro Mobility industry. The person must be able to demonstrate, conduct TOT Programs and regular training programs on EV technology.
- f. Bidder shall have experience to run the E-Mobility course and should be submit documentary evidence like MOU with any Government/University/any private organization etc.
- g. Bidder shall be responsible to design curriculum as per the industry needs.
- h. Bidder shall be responsible to train the trainers' up to one year as per the schedule given by DTE&T.
- i. All Test Kit, Simulator, Devices must be accomplished with User and Training Manual.
- j. All Discrete components must be of industrial grade; Minimum 3 Years Warranty must be confirmed by supplier.
- k. Available space at Govt. ITI Barbil is **21 X 10 Mtr.** and at Govt. ITI Rourkela is **18 X 27 Mtr.**

Note: The bidders should produce proposed complete layout design & drawing along with the equipment/ machines/ tools/ hardware/ accessories specifications to fulfill the objective of the DTE&T Odisha.

Step 3. Services & Training of Personnel:

- Integration, Configuration and testing of the supplied software.
- Project documentation including user manuals and operation and troubleshooting guides.
- Training to institute's team for operation and user level maintenance of the system.
- Curriculum development and Training of Trainers.
- The selected agency shall be required to undertake to provide the technical training to the personnel involved in the use of the E-mobility lab at the Institute premises immediately after completing the installation and commissioning of the lab. The supplier is required to install and demonstrate of the equipment as per the approved design & drawing within the stipulated delivery schedule. Otherwise, Penalty clause may be applicable.

- The bidders should produce proposed complete layout design & drawing along with the equipment's/machines/tools/hardware items specification to be supplied with the RFP and it should consist of the Bill of Materials along with standard printed catalogue.
- The learnings shall enable the students/lecturers utilize the E- mobility lab to successfully create simulations, learnings, training and engaging content for higher learning curve and immersive demonstration.

3. Terms of the RFP:

1. Bidders need to submit Pre-Qualification Criteria and Mandatory Documents along with Bid Processing Fee & their proposals [Technical Proposal (along with EMD) and Financial Proposal] separately in sealed inner envelopes, and clearly marked on the outside as PRE-QUALIFICATION, TECHNICAL PROPOSAL and FINANCIAL PROPOSAL, as appropriate. These three inner envelopes shall then be placed and sealed in one outer envelope clearly marked "RFP to setup CoE on Electric Mobility" This outer envelope shall bear the submission address, RFP reference number, Bidder company name and the address, and shall be clearly marked "DO NOT OPEN BEFORE TECHNICAL BID OPENING". If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
2. Bidders must sign all pages of RFP by their authorized signatory and submit with technical bid.
3. Bidders must bid for all the equipment from list given at section 2.2(Step-2) "Proposed equipment list for CoE". Partial bid or selective equipment bids are not allowed.
4. Only OEMs'/Authorised Partner of OEM having exposure in Auto Manufacturing or Training Centres of national repute having expertise in electric mobility lab, are invited to bid. JV/Consortium biddings are not allowed.
5. In case of Authorised Partner of OEM, letter of authorization from original equipment manufacturer (OEM) specific to the RFP should be enclosed. Moreover, an undertaking from the OEM is required stating that they would facilitate the Bidder on a regular basis with technology/product updates and extend support for the warranty as well.
6. OEM should be nationally / internationally reputed Company.
7. In the RFP, either the authorized partner on behalf of the OEM or OEM itself can submit their proposal, but both cannot submit simultaneously for the same item/product in the same RFP.
8. If an authorized partner submits bid on behalf of the OEM, the same authorized partner shall not submit a bid on behalf of another OEM.
9. Price bid should have equipment wise breakup.
10. Price bid should be submitted in the given format in **Annexure II of section 8.2.**
11. Bidders must quote for all equipment for Electric Mobility CoE. Partial bidding is not allowed.
12. **Bidder should follow the Government of India guidelines for procurement of any equipment/machinery from the manufacturers/countries sharing land boundary with India and should submit a declaration as per the Annexure-8.13 (XIII) and should supply top quality equipment only.**

13. Warranty – 36 months from the date of commissioning.
14. A performance security in the form of Bank Guarantee for 10% of the Bid Value to be submitted on receipt of the Contract Order (LoA). The Bank Guarantee will be valid for 44 months.
15. DTE&T reserves the right at its sole discretion, to change the schedule or terms of this RFP. Any such change will be posted on the website <http://www.dtetodisha.gov.in/tender>
16. Bidder(s) are advised to periodically visit the website to obtain any such information.
17. DTE&T reserves the right to, at its sole discretion and without notice, cancel this RFP or reject all or any proposal or revised proposals, at any time, without incurring any liability.
18. DTE&T reserves the right to determine the eligibility of any Bidder based on the information contained in its proposal and/or any information from other sources.
19. Bidder(s) are bound to maintain the confidentiality of the DTE&T and any other information or documents provided to them in accordance with the confidentiality terms.
20. DTE&T reserves the right to request any Bidder to submit additional information or provide clarifications in relation to its RFP.
21. By submitting a proposal, a Bidder will be deemed to have accepted all the terms and conditions of this RFP.
22. The Proposal Covering Letter should be furnished in the format at Annexure–I of section 8.1 along with all annexures (III to VII & X, XI and Declaration), duly signed by the Bidder's authorized signatory with the Technical Proposal of the bidder.
23. The Bidder should submit a Power of Attorney as per the format at Annexure–8.7 (VII), authorizing the signatory of the Bid to commit the Bidder.
24. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
25. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
26. The documents including this RFP and all attached documents, provided by the DTE&T are and shall remain or become the property of the DTE&T and are transmitted to the Bidders solely for the purpose of preparation and submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid.
27. Documents submitted by the Bidder(s) shall become the property of DTE&T and DTE&T shall have no obligation to return the same to the Bidder(s). Without limiting this section, DTE&T reserves the right to copy and reproduce responses for the purposes of evaluation, clarification, negotiation and anything else related to these purposes. In addition, DTE&T will retain (soft and hard) copies of all responses, evaluation, negotiation or such other materials as are required for the discharge of its legal obligations and in order to efficiently and effectively manage any agreement entered into with any Bidder.
28. The Bidder(s) shall bear all costs and expenses associated with the preparation and submission of its RFP and DTE&T shall under no circumstances be responsible or liable for any such costs.

4. Instruction to the Bidders

4.1 General Conditions

- a. All information supplied by bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by DTE&T, Odisha on the basis of this RFP.
- b. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed between DTE&T and the selected bidder. Any notification of preferred Bidder status by DTE&T shall not give rise to any enforceable rights by the Bidder. DTE&T may cancel the process at any time prior to a formal written contract being executed by DTE&T.
- c. This RFP supersedes and replaces any previous public documentation & communications done in this regard, and Bidders should place no reliance on such communications.

4.2 Compliance / Completeness of Response

- a. Bidders are advised to study all instructions, forms, terms, requirements, appendices and other information in the RFP documents carefully. Submission of the Proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
- c. Comply with all requirements as set out within this RFP.
- d. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
- e. Include all supporting documentations specified in this RFP.
- f. The Proposals must be complete in all respects, Indexed and Hard Bound. The page numbers must be clearly marked on each page and cross reference be indicated on the Index Page.

4.3 Bidder Clarifications (Pre-Bid Discussion):

4.3.1 Queries to the RFP

- a. DTE&T, Odisha invites queries from Bidders on any section/ requirement mentioned in this RFP.
- b. The Bidders will have to ensure that their queries should reach DTE&T, Odisha, as per the communication address provided on or before the specified date for Pre-Bid Discussion. The queries should either be sent to the specified e-mail or through authorized representative of the Bidder. The queries should necessarily be submitted in the following format:

Section/Page No.	Content of RFP requiring clarifications	Change/Clarification requested	Remarks

4.3.2 Responses to Queries and Issue of Corrigendum

- a. The queries submitted by the Bidders will be responded through virtual meeting.
- b. The purpose of Pre-Bid discussion is to provide the Bidders with information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project. However, DTE&T, Odisha, reserves the right to hold or to reschedule the Pre-Bid meeting.
- c. DTE&T, Odisha shall not be responsible for ensuring that the Bidder's queries have been received by them. Any requests for clarifications received after Pre-Bid meeting will not be entertained.
- d. However, DTE&T, Odisha makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been submitted by the Bidders
- e. DTE&T at any time prior to the last date for receipts of Proposals, may for any reason, modify the RFP Document by a corrigendum.
- f. The Corrigendum (if any) will be uploaded at DTE&T website <http://www.dtetodisha.gov.in/tender>
- g. Any such corrigendum shall be deemed to be incorporated into this RFP and binding on all Bidders.

4.4 Key Requirements of the Bid

4.4.1 Rights to terminate the process

- a. DTE&T, Odisha may terminate the RFP process at any time and without assigning any reason. DTE&T, Odisha makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by DTE&T, Odisha. The Bidders' participation in this process may result in engaging the Bidder towards execution of the Contract.

4.4.2 Bid Processing Fee

Bidders must submit, along with their Proposals, non-refundable Bid Processing Fee of **INR 10,000/-** (Rupees Ten Thousand Only), in the form of a Demand Draft issued in favour of Directorate of Technical Education and Training, Odisha payable at Cuttack.

4.4.3 Bid Security/Earnest Money Deposit

Bidders shall submit Bid Security/Earnest Money Deposit (EMD) of amount INR 10,00,000.00 (Rupees Ten Lakhs only) through notarized Bank Guarantee as per the Annexure-VIII from a scheduled nationalized bank having a branch office at Cuttack/Bhubaneswar, failing which the bid will be summarily rejected.

EMD of all unsuccessful Bidders would be refunded within 30 Days of the Bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of the successful Bidder would be returned within 60 Days, only after submission of Performance Bank Guarantee.

EMD amount is interest free and will be refundable to the unsuccessful Bidder without any accrued interest on it.

The Proposal submitted without Bid Processing Fee & EMD, mentioned above, will be summarily rejected.

The EMD may be forfeited:

- i. If a Bidder withdraws its Proposal during the period of validity.
- ii. In case of a successful Bidder, if the Bidder fails to sign the Contract in accordance with this RFP.

4.4.4 Submission of Responses

- a. Pre-Qualification/Eligibility Criteria, mandatory documents and Bid Processing Fee (in a separate sealed envelope)
- b. Technical Proposal (in sealed envelope containing)
 - i. Copy of Corrigendum RFP document (latest uploaded on website/shared through email) where every pages should be signed by the authorized signatory with seal.
 - ii. Bid Security Declaration (in a separate sealed envelope)
 - iii. Technical Proposal (in a separate sealed envelope)
- c. Financial Proposal (in sealed envelope containing)
 - i. Cover Letter
 - ii. Financial Proposal

4.4.5 Authentication of Proposals

The Proposal should be authorized by the authorized signatory of the company. The Proposal shall be sent by Registered Post/Speed Post/Courier/By Hand only. It is desirable but not mandatory that companies send their representatives during the opening of the bids.

4.5 Preparation and Submission of Proposal

4.5.1 Proposal Preparation Costs

The Bidder shall be responsible for all costs incurred in connection with participation of the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of Proposal, in providing any additional information required by to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the process.

DTE&T will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the process.

4.5.2 Language

The Proposal should be filled by the Bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the

English translation shall govern.

4.5.3 Late Proposals

- a. Original hard copy of the tender document, fees and Bid Security Declaration received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b. The Proposals submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. DTE&T, Odisha shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- d. DTE&T, Odisha reserves the right to modify and amend any of the above-stipulated condition/ criterion depending upon project priorities vis-à-vis urgent commitments.

4.6 Evaluation Process

- a. The DTE&T reserves the right to reject any or all Proposals on the basis of any deviations.
- b. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP under the 'Evaluation and Selection' section.

4.6.1 Tender Opening

The Proposals submitted within due date and time mentioned in this RFP document will be opened by DTE&T, in the presence of the Bidders or their authorized representatives who may be present at the time of opening. The representatives of the Bidders should submit a letter of authorization from the Bidder companies to participate in the opening of the Proposal.

4.6.2 Proposal Validity

The offer submitted by the Bidders shall be valid for a minimum period of 180 days from the date of submission of the proposals.

4.6.3 Proposal Evaluation

Proposal evaluation and Selection will be carried out as per the specifications mentioned in the Section on 'Evaluation and Selection'.

4.7 Proposal Forms

Wherever a specific form is prescribed in this Request for Proposal (RFP) document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information. For all other cases, the Bidder shall design a form to hold the required information. The additional sheets attached should be properly annexed.

4.8 Local Conditions

- a. Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the Contract and/ or the cost.

- b. The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the Contract after issue of letter of Award. The DTE&T, shall not entertain any request for clarification from the Bidder regarding such local conditions.
- c. It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the Proposal. No claim, whatsoever, including that for financial adjustment to the Contract awarded under the bidding document will be entertained by DTE&T. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the DTE&T on account of failure of the Bidder to know the local laws/ conditions. The Bidder is expected to visit and examine/study the location of the Govt. ITI Rourkela and its surroundings and obtain all information that may be necessary for preparing the Proposal at its own interest and cost.

4.9 Contacting DTE&T, Odisha or any of the bodies related to DTE&T

Any effort by the Bidder to influence the Proposal evaluation, Proposal comparison or Contract award decisions may result in the rejection of the Proposal.

Bidder shall not approach any DTE&T officer after office hours and/ or outside office premises, from the time of the Proposal opening till the time the Contract is awarded.

4.10 Tentative Schedule of Events

Tentative schedule of events shall be as per the dates and time given in the Fact Sheet.

4.11 Opening of Proposal

First, the Pre-Qualifications/Minimum Eligibility Criteria to be evaluated following the Technical cover will be opened and evaluated. The Financial Proposal of the technically qualified bidders will only be opened. The Technical Evaluation Committee will open the Proposals. Sequence of opening is as follows:

- a. Pre-Qualification
- b. Technical Cover
- c. Financial Cover

4.12 Pre-Delivery Inspection and Post-Delivery Inspection of all equipment

DTE&T will conduct a pre-delivery inspection of all equipment/sample equipment through Physical mode by its own technical experts or 3rd party agency/consultants/advisors appointed by DTE&T before the proposed equipment delivered by the selected bidder at the CoEs.

All tests and inspections shall be made at the place of delivery. Officers authorized by DTE&T shall be entitled at all reasonable time to inspect and supervise and test during installation and commissioning. Such inspection will not relieve the selected Bidder of their obligation in the contract.

DTE&T will conduct a post-delivery inspection of all equipment by its own technical experts or by an independent agency appointed by DTE&T at any point of time at the CoEs.

Bidders failing to comply with any of the clause then the Bid will be summarily rejected.

DTE&T reserves the rights to reject the bid any time without citing any reason thereof.

4.13 Deciding Award of Contract

- a. DTE&T reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening the Financial Proposal by providing at least 3 days of advance notice.
- b. DTE&T shall inform those Bidders whose Proposals did not meet the requirement or were considered non-responsive, informing that their Financial Proposals will be not opened after completing the selection process. DTE&T shall simultaneously notify those Bidders who technically qualify on the Technical Evaluation process, informing the date and time set for opening of Financial Proposals.
- c. The Bidder's name, the Proposal Price, the total amount of each Proposal and other such details, will be announced and recorded by the DTE&T at the opening of Proposal.
- d. After acceptance of LoA (Letter of Award) of Contract, Performance Security has to be deposited as specified in this document for signing an Agreement with DTE&T.
- e. Special Condition for Awarding the Agreement:
 - i. DTE&T will sign the Agreement with the successful Bidder for a period as mentioned in 'Duration of Contract' in the document.
 - ii. DTE&T may extend the Agreement for a time period beyond what has been specified in 'Duration of Contract' in the document.
 - iii. DTE&T will also have the right to provide extension/ increase in the scope of work as per the mutually agreed terms and conditions between both the parties.
- f. In case of unsatisfactory or rejection of equipment or performance of L1 bidder, only L2 bidder will be invited for negotiation to supply and fulfill the contract at L1 prices.

4.14 Confidentiality:

- a. As used herein, the term "Confidential Information" means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the Services hereunder are the Confidential Information of the Bidder.
- b. The Bidders shall keep confidential, any information related to this RFP, with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this RFP and shall not be disclosed to any third party for any reason whatsoever.
- c. At all-time of the performance of the Services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the terms contained under this RFP and such rules, policies, standards, guidelines and procedures by its employees or agents.

- d. The obligations of confidentiality under this section shall survive rejection of the Contract.

4.15 Publicity

Any publicity by the Bidder containing the name of DTE&T should be done only with the explicit written permission from DTE&T.

4.16 Execution of the Agreement

After acknowledgement of the LoA (Letter of Award of contract) by the selected Bidder, a performance guarantees amounting to **10%** of Total Bid Value has to be deposited in the form of Bank Guarantee of any nationalized/scheduled bank drawn in the name of Director of Technical Education & Training, Odisha, the performance guarantee shall be valid for a period of **44 months** from the date of award of Contract as specified in the RFP document. The selected Bidder shall sign the Agreement within 30 (thirty) days from the issuance of LoA (Letter of Award) of Contract.

Agreement is mutually extendable post completion of the initial term.

4.16.1 Performance Guarantee

The successful Bidder firm shall furnish the Performance Guarantee as stipulated in the section 'Contract Performance Guarantee' in this document.

4.17 Duration of Contract

The assignment of the work shall be valid initially for a period of 42 months.

4.18 Terms and Conditions: Applicable Post Award of Contract

4.19 Termination Clause

4.20 Termination for Default

DTE&T, Odisha may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 60 days is given to the selected Bidder to rectify the breach):

4.20.1.1.1 If the selected Bidder fails to deliver any or all quantities of the equipment or services within the time period specified in the Contract, or any extension thereof granted by; or

4.20.1.1.2 If the selected Bidder fails to perform any other obligation under the Contract within the specified period of delivery of service or any extension granted thereof; or

4.20.1.1.3 If the selected Bidder, in the judgment of DTE&T, Odisha, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

4.20.1.1.4 If the selected Bidder commits breach of any condition of the Contract

If DTE&T, Odisha terminates the Contract in whole or in part, the amount of Performance Guarantee shall be forfeited. Notwithstanding anything contrary elsewhere contained in the document, Bidder shall be entitled for all the payments accrued on account of services rendered till the date of such termination.

4.20.1.2 Termination for Insolvency

DTE&T, Odisha, may at any time terminate the Contract by giving a written notice of at least 30 days to the selected Bidder, if the selected Bidder becomes bankrupt or otherwise insolvent. In

such event, termination will be without compensation to the selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to DTE&T, Odisha.

4.20.1.3 Termination for Convenience

- a. DTE&T, Odisha by a written notice of at least 30 days sent to the selected 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 DTE&T, Odisha's convenience, the extent to which performance of the selected Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- b. In such cases, DTE&T, Odisha will pay for all the pending invoice as well as the work done till that date by the Bidder.
- c. Depending on merits of the case the selected Bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the Contract if any, due to such termination.
- d. **Limitation of Liability:** In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). Notwithstanding anything to contrary elsewhere mentioned in the contract, the selected Bidder shall not be liable to the other here under or in relation here to for more than the total Contract Value under this Agreement.

4.20.1.4 Termination by DTE&T, Odisha

- a. The DTE&T, Odisha may, by not less than 30 days written notice of termination to the Bidder, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
 - i. The selected Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the may have subsequently granted in writing;
 - ii. The selected Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
 - iii. The selected Bidder fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
 - iv. The selected Bidder submits to the DTE&T, Odisha a statement which has a material effect on the rights, obligations or interests of DTE&T, Odisha and which the selected Bidder knows to be false.
- b. Any document, information, data or statement submitted by the Bidder in its Proposals, based on which the selected Bidder was considered eligible or successful, is found to be false, incorrect or misleading; or as the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c. If the DTE&T, Odisha would like to terminate the Contract for reasons not attributable to the selected Bidder's performance, they will need to clear all invoices for the Services up to the date of the notice. If the DTE&T, Odisha would like to terminate the Contract for reasons attributable related to the selected Bidder's performance, the DTE&T will give a rectification notice for 3 months to the Bidder in writing with specific observations and instructions.

4.20.1.5 Consequences of Termination

- a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], DTE&T, Odisha shall be

entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the rest while Vendor in relation into the execution/continued execution of the scope of the Contract.

- b. Nothing herein shall restrict the right of DTE&T, Odisha to invoke guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the under law or otherwise.
- c. The termination here of shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

4.20.1.6 Delay Charges

- a. Notwithstanding the right of DTE&T, Odisha to cancel the order, Delay Charges for late delivery at 1% (One percent) of the undelivered portion of order value per month will be charged for every month's delay in the specified delivery schedule subject to a maximum of 10% of the value of the contract. Delay Charges should be recouped from Performance Guarantee and last due payment as per the payment schedule. No Damage will be charged in case of circumstances beyond control of the selected Bidder.
- b. Please note that the above Delay Charges for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case maybe.
- c. DTET, Odisha reserve its right to recover these amounts from Performance Guarantee and the payments due to the bidder as per the payment schedule. Delay Charges will be calculated on per week basis.
- d. The cumulative and aggregate limit of Delay Charges for delay in delivery and Delay Charges for delay in commissioning would be limited to maximum of 10% of the total Bid Value. The aggregate liability of the selected Bidder shall in no event exceed the total Bid Value under this Contract.

4.20.1.7 Dispute Resolution Mechanism

- a. The DTE&T, Odisha and the selected Bidder shall make every effort to resolve amicably by direct negotiations, any disagreement or dispute, arising between them under supply order.
- b. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Odisha. An award of arbitration may be confirmed in a court of competent jurisdiction. Arbitration shall be as per Indian Arbitration Act, 1996.
- c. The DTE&T, Odisha may terminate this contract, by giving a written notice of termination of minimum 30days, to the selected Bidder, if the selected Bidder fails to comply with any decision delivered by DTE&T, Odisha.

4.20.1.8 Notices

Notice or other communications given or required to be given under the Contract shall be in writing and shall be e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by prepaid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by prepaid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received within two days after mailing or on the date of delivery if personally delivered:

To,

Director,

Directorate of Technical Education & Training, Odisha,

Killa Maidan, Buxi Bazar, Cuttack 753001

Phone No : 0671-2301061, Fax –0671-2301961

Email : dtetorissa@gmail.com & dtetodisha.procurement@gmail.com

Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative's Party.

4.20.1.9 Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or DTE&T, Odisha as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

- a. Natural phenomenon, including but not limited to floods, droughts, earthquakes, pandemic and epidemic.
- b. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargo.
- c. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

The selected Bidder or DTE&T, Odisha shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/ or defined above.

Force Majeure shall not include any events caused due to acts/ omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Proposal and/or the Request for Proposal (RFP). It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The DTE&T, Odisha will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Selected Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of Service and implementation of the obligations of a party under

the Contract and to minimize any adverse consequences of Force Majeure.

In case, Force Majeure hindrances the validity, performance guarantee and project duration should be extended accordingly as desired by Govt.

4.20.1.10 Failure to agree with Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event may invoke the PBG (Performance Bank Guarantee) of the successful Bidder and award the contract to the next best value Bidder or call for new Proposals from the interested Bidders.

4.21 Contract Performance Guarantee

- a. Within 21days after the receipt of notification of award of the Contract (LoA) from DTE&T, the successful Bidder shall furnish Contract Performance Guarantee to the DTE&T, Odisha which shall be equal to 10% of Total Bid Value and shall be in the form of a Bank Guarantee Bond from any Nationalized Bank/ Scheduled bank in the Performa given here-in-after in this document valid for period of 44 months from the date of award of Contract as specified in the document.
- b. The proceeds of the performance guarantees shall be payable to the DTE&T, Odisha as compensation for any loss/ penalties resulting from the Selected Bidders failure to complete its obligations under the Contract.
- c. The performance guarantee will be released by DTE&T, Odisha and returned to the Selected Bidder after 44 months from the date of award of Contract as specified in the document.

4.22 Statutory Requirements

During the tenure of this Contract, nothing shall be done by the Selected Bidder in contravention of any law, act and/ or rules/ regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep indemnified in this regard.

4.23 Contract administration

- a. Either party may appoint any individual/Company as its authorized representative through a written notice to the other party. Each Representative shall have the authority to:
 - i. Exercise all of the powers and functions of his/ her Party under this Contract, other than the power to amend this Contract and ensure proper administration and performance of the terms hereof; and
 - ii. Bind his or her Party in relation to any matter arising out of or in connection with this Contract.
 - iii. The Selected Bidder shall be bound by all undertakings and representations made by the authorized representative of the Selected Bidder and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf.
 - iv. For the purpose of execution or performance of the obligations under this Contract, the DTE&T, Odisha's, representative would act as an interface with the nominated representative of the Selected Bidder. The Selected Bidder shall comply with any instructions that are given by the representative during the course of this Contract in relation to the performance of its obligations under the terms of the Contract.
 - v. A committee comprising of representatives from the DTE&T, Odisha and the Selected Bidder shall meet on a quarterly basis to discuss any issues/ bottlenecks being encountered. The Selected Bidder shall draw the minutes of these meetings and circulate to the DTE&T, Odisha.

4.24 Right of Monitoring, Inspection and Periodic Audit

The DTE&T, Odisha reserves the right to inspect and monitor/ assess the progress/ performance at any time during the course of the Contract, after providing due notice to the Selected Bidder. DTE&T, Odisha may demand, and upon such demand being made, the selected Bidder shall provide with any document, data, material or any other information required to assess the progress of the project. DTE&T, Odisha shall also have the right to conduct, either itself or through any another consultant/ advisor as it may deem fit, an audit to monitor the performance by the Selected Bidder of its obligations/ functions in accordance with the standards committee to or required by DTE&T, Odisha and the Selected Bidder undertakes to cooperate with and provide to DTE&T, Odisha/ any other Consultant/ Advisor/ Company appointed by DTE&T, Odisha, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/ assessment would need to be rectified by the Selected Bidder failing which DTE&T, Odisha may, without prejudice to any other rights that it may have, issue a notice of default.

4.25 DTE&T, Odisha's Obligations

DTE&T, Odisha shall interface with the Selected Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.

DTE&T, Odisha shall ensure that timely approval is provided to the selected Bidder, where deemed necessary, which should include diagram/ plans and all specifications related to Services required to be provided as part of the Scope of Work.

4.26 Information Security

The selected Bidder would sign a Non-Disclosure Agreement with the DTE&T, Odisha to ensure information security and confidentiality of processes, information and the various projects and activities taken up during the period of the agreement.

The Selected Bidder shall not carry and/ or transmit any material, information, layouts, diagrams, storage media or any other goods/ material in physical or electronic form, which are proprietary to or owned by DTE&T, Odisha, out of premises, without prior written permission from the DTE&T, Odisha.

The Selected Bidder shall, upon termination of this agreement for any reason, or upon demand by DTE&T, Odisha, whichever is earliest, return any and all information provided to the Selected Bidder, including any copies or reproductions, both hard copy and electronic.

The selected Bidder would sign a Non-Disclosure Agreement with the DTE&T, Odisha to ensure information security and confidentiality of processes, information and the various projects and activities taken up during the period of the agreement.

The Selected Bidder shall not carry and/ or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by DTE&T, Odisha, out of premises, without prior written permission from the DTE&T, Odisha.

4.27 Indemnity

The Selected Bidders shall execute and furnish a Deed of Indemnity in favor of the DTE&T, Odisha, in a form and manner acceptable to the, indemnifying from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind how- so-ever

suffered including patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period out of:

- a. Negligence or wrongful act or omission by the Selected Bidder or its team or any Company/ Third Party in connection with or incidental to the Contract Agreement (to be signed); or
- b. Any breach of any of the terms the Selected Bidder's Proposal as agreed, the
- c. Tender and the Contract by the Selected Bidder, its Team or any Company/ Third Party.
- d. The indemnity shall be to the extent of Total Bid Value of the contract mutually agreed and signed by both the parties.

4.28 Bid Prices

Bid prices should be quoted in Indian National Rupees (INR). Bid Price should have breakup of proposed goods, works and services (excluding of Freight, GST and any other taxes & duties as applicable time to time). Bid price should be valid for **minimum 180 days** from the date of Financial Bid opening.

Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of the engagement.

4.29 Payment Schedule

Payment will be made to the selected company as per the schedule mentioned in section **6**. "Deliverable and Payment Schedule"

4.30 Continuance of the Contract:

Notwithstanding the fact that settlement of dispute(s) (if any) may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

4.31 Conflict of interest

The Bidder shall disclose to DTE&T, Odisha in writing, all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

4.32 Severance

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

4.33 Governing Language

The Agreement shall be written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

4.34 "No Claim" Certificate

The Selected Bidder shall not be entitled to make any claim, whatsoever against, under or by virtue of or arising out of, the Contract, nor shall entertain or consider any such claim, if made by the Selected Bidder after it has signed a "No claim" certificate in favor of DTE&T, Odisha in such form as shall be required by it after the work is finally accepted.

4.35 Publicity

The Selected Bidder shall not make or permit be made a public announcement or media release

about any aspect of this Contract unless DTE&T, Odisha first gives its written consent to the selected Bidder.

4.36 General

4.36.1 Relationship between the Parties

Nothing in the Contract constitutes any fiduciary relationship between the DTE&T, Odisha, and Selected Bidder/Bidder's Team or any relationship of employer/employee, principal and agent, or partnership, between DTE&T, Odisha and Selected Bidder.

No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.

DTE&T, Odisha will not be under any obligation to the Implementing Company's Team except as agreed under the terms of the Contract.

4.36.2 No Assignment

The Selected Bidder shall not transfer any interest, right, benefit or obligation under the Contract without the prior written consent of the DTE&T, Odisha.

4.36.3 Survival

The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless notifies the Selected Bidder of its release from those obligations.

4.36.4 Entire Contract

The terms and conditions laid down in the Request for Proposal (RFP) and all annexure thereto as also the Proposal and any attachments/ annexes thereto shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

4.36.5 Governing Law

This Contract shall be governed in accordance with the laws of India.

4.36.6 Jurisdiction of Courts

The High Court of Odisha at Cuttack, has exclusive jurisdiction to determine any proceeding in relation to the Contract.

4.36.7 Compliance with Laws

The Selected Bidder shall comply with the laws in force in India in the course of performing the Contract.

4.36.8 Notices

A "notice" means:

- i. A Notice; or
- ii. A consent, approval or other communication required to be in writing under the Contract.

All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by prepaid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received within two days after mailing or on the date of delivery if personally delivered:

To,
Director,
Directorate of Technical Education & Training, Odisha,
Killa Maidan, Buxi Bazar, Cuttack 753001
Phone No : 0671-2301061, Fax –0671-2301961
Email : dtetorissa@gmail.com & dtetodisha.procurement@gmail.com

Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative's Party.

4.36.9 Waiver

Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.

The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

4.36.10 Modification

Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.

4.36.11 Taxes

The Bidder shall pay service and other applicable taxes, if any, imposed on the Goods/Works/Services under this Contract. Any variation to statutory duties/taxes shall be borne by DTE&T.

4.36.12 Application

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

4.37 Fraud and Corrupt Practices

4.37.1 Fraud and Corrupt Practices

a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, DTE&T, Odisha shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, DTE&T, Odisha shall, without prejudice to its any other rights or remedies, appropriate the Bid Security or Performance Security, as the case maybe, as mutually agreed genuine pre-estimated compensation and damages payable to DTE&T, Odisha for, inter alia, time, cost and effort of DTE&T, Odisha, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

b. Without prejudice to the rights of DTE&T, Odisha under Clause above and the rights and remedies which DTE&T, Odisha may have under the LoA or the Agreement, if an Bidder, is found by DTE&T, Odisha to have directly or indirectly or through an agent, engaged or indulged in any

corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by DTE&T, Odisha during a period of 2 (two) years.

c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

i. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process

ii. “Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

iii. “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or(ii) having a Conflict of Interest; and

v. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. Pre-Qualification/Eligibility Criteria and mandatory documents

5.1 Minimum Eligibility Criteria of the bidders

This Request for Proposal (RFP) is invited from companies meeting the following minimum eligibility criteria.

SL No.	Basic Requirement	Specific Requirements	Documents required
1	Legal Entity	The Bidder must be a Registered Proprietorship firm/ A partnership firm registered under Indian Partnership Act, 1932/ A company registered under the Indian Companies Act, 1956	Copy of valid registration certificate shall be enclosed as a proof Copy of Certificates of incorporation
2	No Consortium	The Bidder should not bid under any Consortium. No Consortium bid shall be allowed for this RFP.	Self-declaration should be submitted
3	Continuation of Business	The Bidder company should have been in existence as a registered company in India for at least 05 years	Incorporation certificate of the firm, registration certificate
4	OEM	The bidder should be original manufacturer (OEM)/Authorised Partner of OEM of Electric Vehicle/ Renowned Training Centres having exposure in Electro Mobility	A Self certified certificate on the letter head for OEM Bid specific authorization from OEM for authorized partner
5	ISO Certificate	The bidder should be ISO 9001:2015 ISO /IEC20000-1:2011	Copy of valid certificates
6	Financial: Turnover	Average Annual Turnover of Rs.20 crores in the last three FY of 2022-23, 2021-22, 2020-21	*Audited financial statements/CA certified true copy stating the turnover *Audited Financial statements (Balance sheet, Profit & Loss Account/Income & Expenditure Statement, Cash flow statement, Notes on Account) including Income Tax Return with computation statement for the last three consecutive years 2022-23, 2021-22, 2020-21
8	Financial: Net Worth	The net worth of the bidder as per last published audited Balance Sheet i.e. for the year 2022-2023, should be Positive	CA Certificate with CA's Registration Number/ Seal
8	Tax registration and clearance	The bidder should have a registered number of	Copies of relevant certificates of registration

		i) GST ii) Income Tax / Pan number	
9	Mandatory Undertaking	Bidder should: - a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, and must not be the subject of legal proceedings for any of the foregoing reasons; b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; c) not have a conflict of interest in the procurement in question as specified in the bidding document. d) comply with the code of integrity as specified in the bidding document.	A Self certified certificate on the letter head
10	Past Experience	Must have prior experience of minimum 5 years in relevant field.	Experience in similar turnkey projects (min.2) with successful completion and performance certificate from the reputed customers during last 5 years ending on 31.03.2023. Work orders, MoAs, letter of award, Work completion certificate and contract agreement copy
11		The company must have executed the job of setting up of Electric Mobility Lab, at least in 2 training institutes or industries. Individual supply of equipment will not be considered.	
12		The company must have executed a single similar project of value not less than Rs 2 Crores in a Government or Private Training Institute or engineering college or industry	
13	Blacklist	No bidder should have been blacklisted by any State Government or Central Government agencies or corporations governed by them.	Self-declaration in a notarized document

Note: Exemption may be given to the local MSMEs/local Start-Ups for submission of EMD, Avg. Annual Turnover and Past Experience as per the guidelines of Odisha Government Finance Rules (OGFR) and after submission of proper documents as proof.

6. Deliverable and Payment Schedule

The selected company will have the following deliverables: -

SL No	Deliverable	Time Line	Amount Payable
1	Milestone 1: i) Pre-delivery inspection ii) Delivery of the material, equipment, licensed software, Safety Equipment, and Tools & Tackles for the CoEs.	Within 4 months of signing the Contract Agreement (MoA)	60% of the Bid Value with applicable GST within 30 days of receipt of the materials at CoE
2	Milestone 2: i. Installation & Commissioning and testing to be completed ii. Submission of safety certificates from competent authorities, supply of raw materials/consumables (if any) etc. within 6 months of signing the Contract Agreement (MoA) iii. Post-delivery inspection	Within 2 months from the receipt of the materials/equipment at the CoE	20% of the Bid Value with applicable GST within 30 days after installation & commissioning, Post-Delivery inspection and Stock Entry by the Principal of respective institute.
3	Milestone 3: Completion of the Hand holding period Training sessions should commence within 7 days from the completion of installation & commissioning for the Centre of Excellence	Within 18 months of complete CoE setup	20% of the Bid Value with applicable GST will be paid as follows: 5% of the total bid value after completion of every 3 Months hand-holding training & certification. Payment will be made within 30 days from the receipt of the invoices and satisfactory performance reports from Principals of these institutes/CoEs.

Note: No Advanced Payment will be given to the selected bidder.

Each schedule of payment will be done after inspection from 3rd Party Agency/consultants/advisors appointed by DTE&T and satisfactory reports from them

7. **Evaluation and Selection**

The bidders who will be eligible by meeting all mandatory eligibility criteria, will be selected for Technical Bid opening. The evaluation criteria will be **Quality cum Cost Based System (QCBS)** with **70:30** where Technical Bid Score will get a weightage of 70% and Commercial Bid Score a weightage of 30%.

A bidder has to score minimum 70% in the Technical Bid Evaluation to qualify for the opening of financial bid..

7.5 **Technical Evaluation**

Initial Bid scrutiny will be made and incomplete details as given below will be treated as non-responsive if Proposals

- a. Are not submitted in as specified in the RFP document
- b. Are found with suppression of details
- c. With incomplete information, subjective, conditional offers and partial offers submitted
- d. Have non-compliance of any of the clauses stipulated in the RFP
- e. Have a lesser validity period

All responsive Bids will be considered for further processing as below.

Technical Evaluation Committee will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by the Committee according to the evaluation process defined in this RFP document. The decision of the Committee will be final & binding in this regard.

- a. Technical Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- b. DTE&T, Odisha may conduct clarification meetings with each or any Bidder to discuss any matters, technical or otherwise.
- c. Further the scope of evaluation committee also covers taking any decision with regard to the Tender document, execution/ implementation of the project including management period.
- d. Proposal document shall be evaluated as per the following steps.
 - i. Evaluation of document: A detailed evaluation of the bids shall be carried out by the Technical Evaluation Committee in order to determine whether the Bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the RFP document. The bidders must submit the Make, Model, Features, and Technical Specifications along with the images of equipment for which they are submitting the bid.
 - ii. Bidders may propose better technical specifications which may fit for the CoE and fulfill the objective of the project.
 - iii. Bidders failing to comply with any of the above then the Bid will be summarily rejected.
 - iv. Bidders who scores at least **70%** marks in Technical Evaluation criteria set forth in this RFP document will be eligible for opening of their Financial Bid. If a bid does not meet these

minimum score, it will be deemed technically non-compliant and will not proceed to the financial evaluation.

ST = Technical score X 70/ 100

Technical Evaluation Criteria

SL No.	Evaluation Criteria	Maximum marks	Remarks
1.	Average Annual Turnover >=20 and <30 Crore – 10 Marks >=30 and <50 Crore- 15 Marks	15	True copy of CA certificate to be enclosed
2A	Past Experience (Executed the job of similar turnkey project of setting up the E Mobility Lab) -Minimum 2 Similar Projects – 10 Marks -More than 2 Similar Projects – 15 Marks	15	Award of Contract with work completion certificate or Client Certificate to be submitted as proof
2B	Discharged assignments for Government Organizations/PSUs/Govt. or Private Training Institutes in Automobile/E Mobility 5 mark will be awarded for each lab setup at PSU/Govt. Organization/ Govt. or Private Training Institutes -maximum 10 marks	10	Award of Contract with work completion certificate or Client Certificate to be submitted as proof
2C	-Test Certificates received from ARAI/CEA/BIS - 10 Marks -Availability of own training centre - 05 marks	15	-Proof of test certificates - Self Certificate on letter head for having own training centre with evidence/proof like photos or videos etc.
3.	Design of CoE -Layout designing of the CoE with proper demarcation of machines – 05 Marks -Design of electrical layout – 05 Marks -Actual Footprint representation of all the machines. – 05 Marks	15	Layout, drawing etc. to be submitted
4.	E Mobility Training Experience a. CV of proposed Trainers - 10 marks (5 marks for each trainer profile) b. No of trainees/students trained in past 5 years – Maximum 10 marks (1 mark for every 10 students trained) c. Placement assistance (number of trainees placed) for the COE setup by the firm/OEM/Bidder in last 05 years – Maximum 10 marks (1 mark for every 05 students placed)	30	a.Submission of CVs for the proposed trainers/experts. b. Documentary proof for training c. Documentary proof for placement

Note:-

1:- The bidder has to score at least 70% to qualify for the opening of Financial Bid

2:- The scores provided by the Technical Committee, will be considered as final.

3:- The bidders may be asked to make a presentation (approx. 30 minutes) about their proposals including architectural virtual model, drawings & proposed specifications of items in their Technical Proposal, past experience etc. before technical evaluation committee constituted by DTE&T Odisha. The bidders, which remain absent during the presentation of their Technical Proposals before the committee will be disqualified technically.

7.6 Financial Evaluation

The Bidder shall be selected on the basis of **Quality cum Cost Based System (QCBS)**.

Financial Proposals of only those bidders who qualify in the Technical Proposal evaluation shall be opened and computed based on the commercial bid submitted by the bidders. If

FDC is the value of commercial bid price quoted in the bid under consideration.

FLDC is the value of lowest commercial Bid among all the technically qualified bidders.

Technical Bid Score (ST) = Technical score X 70/ 100 (70% weightage)

Commercial Bid Score (SF) for each bid shall be computed as follows:

SF = 30 x (FLDC / FDC) (30% weightage)

TOTALSCORE

Total Score (Ts) for each qualified bid shall be computed as under:

TS = ST + SF

The Bidder obtaining highest **Total Score (TS) value**, will be declared as the **Best Evaluated Bid** and **Selected Bidder**.

8. Annexure

8.1 Annexure I: Proposal Covering Letter

Date:

To,

The DTE&T

KillaMaidan, Buxi Bazar,

Cuttack-753001

Phone No-0671(2301061),

Fax-0671(2301961)

Email-dteterissa@gmail.com

Sub: RFP for setup of CoE in E Mobility at Govt. ITI, Rourkela and Govt. ITI Barbil

Dear Sir,

We (Name of the Bidder) hereby submit our Proposal in response to notice inviting RFP date and RFP document no.....and confirm that:

1. With reference to your RFP document dated, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the DTE&T will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Bidder for the aforesaid project(s), and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the aforesaid Project.
4. I/ We shall make available to the DTE&T any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the DTE&T to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
 - I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the DTE&T;

- I/ We do not have any Conflict of Interest in accordance with **Clauses 6.29** of the RFP document;
 - I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the DTE&T or any other public sector enterprise or any government, Central or State; and
 - I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions **of Section 6.35 of** the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 8.** I/ We understand that the DTE&T may cancel the Bidding Process at any time and that the DTE&T is neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
- 9.** I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
- 10.** I/ We offer a Bid Security Declaration to the DTE&T in accordance with the RFP document.
- 11.** The details of the Bid Security Declaration in a notarized non-judicial stamp paper of INR 100 submitted.
- 12.** I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
- 13.** I/ We certified that the period of validity of Proposal is 42 months from the date of issuance of LoA (Letter of Acceptance) and I/We are quoting for all the services mentioned in the Scope of Work of the RFP.
- 14.** DTE&T, Odisha, may contact the following person for further information regarding this Proposal:
Name and full address of office, Contact No., Email ID, Company Name

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document

Yours sincerely,

Signature

Full name of signatory Designation
 Name of the Bidder/Company etc.

Name and seal of the Bidder

Date:
 Place:

8.2 Annexure II: Financial Proposal Format

To be submitted in original along with the Proposals (Envelope-C)

To,
The DTE&T
KillaMaidan, Buxi Bazar,
Cuttack-753001
Phone No-0671(2301061),
Fax-0671(2301961)
Email-DTE&Torissa@gmail.com

Subject: RFP for setup of CoE in E Mobility at Govt. ITI, Rourkela and Govt. ITI Barbil

Sir,
We, the undersigned, offer to provide the services to setup CoE in E Mobility at ITI, Rourkela in accordance with your Requests for Proposal (RFP) dated [Insert Date] and our Technical Proposal. Our Financial Proposal is as below:

SL No	Particulars	Total Cost (Rs) (Without Tax)	Total Cost (Rs) (With Applicable Taxes)
A	Cost of Goods (supply of equipment, machineries and software with their perpetual licenses and cost of their delivery, unloading, installation, commissioning charges etc, tools & tackles, consumables, safety certificates etc) <u>**The bidder must provide equipment wise cost breakup with this section.</u>		
B	Cost of Services ((Preparation of Training Modules, design course curriculum, supply of training materials, hand-holding for 12 months, conduct training of trainees, conduct assessments, awarding certificates etc.)		
*Total Price offered by the bidder (A+B)			
**Cost of AMC after 3 Years Warranty			

Breakup of price bid as per the Goods and Services to be provided (Supply of equipment, installation, commissioning, training etc.)

Notes:

- * The above cost includes Design, Development, Supply, Installation, Commissioning and other services for CoE, falls under Scope of Work of the Selected Bidder.
- Cost of AMC will be applicable after 3 Years warranty period if DTE&T Odisha desires to sign AMC contract as per the quoted price.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal.

We solemnly affirm that we will strictly adhere to the laws against fraud, corruption and unethical practices, including but not limited to "Prevention of Corruption Act, 1988", during the Request for Proposal (RFP) process and execution of the Contract, in case we are awarded the work. We understand you are not bound to accept any Proposal you receive.

We remain, Yours sincerely,

Authorised Signature {In full and initials}:

Name and Title of Signatory:

Name and seal of the Bidder

Date:

Place:

8.3 Annexure III: Particulars of the Bidder

<< Declaration to be submitted under the signature of Authorized Representative / Signatory of the applicant agency on Official Letterhead and official seal >>

SL. No.	Description	Details	
1	Name of Legal Constitution of Applicant		
2	Status / Constitution of the Firm		
3	Name of Authorized Signatory (Enclose letter of authorization)		
4	Contact address and number		
5	Registration Number		
6	Date of Registration		
7	Place of Registration		
8	PAN Card Number		
9	Primary Single Point of Contact* (For all sort of communication purpose)	Email:	Contact No:
10	Secondary Single Point of Contact*	Email:	Contact No:

Note*:

- 1. All correspondence shall be to the aforesaid email ids only.*
- 2. DTE&T shall entertain communications received from the aforesaid email ids only.*
- 3. DTE&T shall not be liable if the Single point of Contact fails to convey relevant information to their organization /Authorities*
- 4. DTE&T shall not entertain requests from the company to re send Emails.*

For and on behalf of:

Signature:

Name:

Designation:

(Authorized Representative and Signatory)

Date:

Note: Please provide copy of Registration Certificate from the appropriate Registering Authority

8.4 Annexure-IV. Past Project Experience

SL. No	Name of Client, Contact Person, Telephone No, Mobile No, e-Mail, Physical Address	Name of Project	Project Start Date, End Date, Brief of Project	Project Cost	Status (Complete/ In Progress/ Delay)

Note: The information provided in the above table must supported by copies of relevant work order and completion certificate.

Signature of witness

Date:

Place:

Signature of the Bidder

Date:

Place:

Company Seal

8.5 Annexure-V. Financial Capacity of the Bidder

<< Declaration to be submitted under the signature of Chartered Accountant on Letterhead with his/her dated Sign and Seal >>

TO WHOMSOEVER IT MAY CONCERN

On the basis of audited financial statements, we hereby certify that (Name of Agency) having registered office at (Office address) has an average annual turnover of Rs._____ in the last three financial years, in the past three consecutive years (FY 2020-21, 2021-22, 2022-23). The details of annual turnover are mentioned below:

SL No.	Financial Year	Annual Turnover
1	2020-21	
2	2021-22	
3	2022-23	

Note: Audited financial statements for the past three years should be submitted by the Bidder.

Chartered Accountant:

Signature

Name Registration No

Contact No.

Seal

Date:

Place:

8.6 Annexure VI: An affidavit for not being black listed

<< An affidavit on a non-judicial stamp paper of INR 10/- by Company Secretary/ Authorized Representative and Signatory of the Applicant with his/her dated Sign and Seal >>

AFFIDAVIT

We, ◇, having its registered office at ◇, do hereby declare that the Applicant hasn't been blacklisted/ debarred by any State Government/ Central Government authority for breach on our part.

For and on behalf of:

Signature:

Name:

Designation: (Authorized Representative and Signatory)

Date:

Place:

8.7 Annexure VII: Format for Power of Attorney

(Required only if the Signatory is not directly authorized by the Company Board/Governing Body, or Partners. Otherwise the Board Resolution/Partners Resolution would suffice)

Date:

To,
The Director,
Technical Education and Training, Odisha, Cuttack
KillaMaidan, Buxi Bazar, Cuttack – 753001.

Dear Sir,

Sub: RFP for setup of CoE in E Mobility at Govt. ITI, Rourkela and Govt. ITI, Barbil

<Name of the Applicant> hereby authorizes to act as a representative of <>for the following activities vide its Board Resolution (and Power of Attorney if applicable) attached herewith.

To attend all meetings conducted by DTE&T and shall discuss, negotiate, finalize and sign any Proposal or agreement and contract related to RFP.

Yours faithfully,

For

Encl: Board resolution for Authorized signatory

8.8 Annexure VIII: Format for Bid Security/Earnest Money Deposit (EMD)
(Bid Security/EMD must be submitted in a form of a Bank Guarantee from nationalize/scheduled bank)

Tender Ref. No.: _____

Dated: _____

To,
Director of Technical Education and Training, Odisha
Killa Maidan, Buxi Bazaar, Cuttack- 753001

Whereas << name of the bidder >>(hereinafter called "the Bidder") has submitted the bid for submission of RFP # <<RFP Number>> dated <<insert date>> for <<name of the assignment>> (herein called "the Bid") to DTE&T Odisha

KNOW ALL MEN by these presents that we, <<name of the issuing bank>> having our office at <<Address>>(herein called "the Bank") are bound unto(herein called the "Purchaser") in the sum of Rs.....<<amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the

Common seal of the said Bank.....day of.....20....<<insert date>>

The conditions of the obligation are:

1. If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid: -
 - a. Withdraws his participation from the bid during the period of validity of bid documents; or
 - b. Fails or refuses to participate for failure to respond in the subsequent Tender process after having been short listed;
 - c. If the Bidder fails to furnish the Performance Security for the due performance of the contract.
 - d. Fails or refuses to accept/execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of Bid validity and any demand in respect thereof should reach the Bank not later than the above date.

Our.....branch at.....*(Name & Address of the.....*branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our.....*branch on or before Dt.....Otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

1. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figure>> (Rupees <<Amount in words>> only)
2. This Bank Guarantee shall be valid upto<<insert date>>
3. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>> failing which our liability under the guarantee will automatically cease.

.....
(Signature of the authorized officer of the Bank)

.....
.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

8.9 Annexure IX: Bank Guarantee Format for Performance Security (only for selected bidder)

To
Directorate of Technical Education and Training, Odisha,
Killa Maidan, Buxi Bazaar, Cuttack – 753001.

WHEREAS <<Name and address of the supplier>> (hereinafter called “the supplier”) has undertaken, in pursuance of contract no.....dated.....to supply.....(description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show ground or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the.....day of.....,20.....

Our branch at* (Name & Address of the* branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dt..... otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
.....
Seal, name & address of the Bank and address of the Branch

* Preferably at the headquarters of the authority competent to sanction the expenditure for purchase of goods or at the concerned district headquarters or the State headquarters.

8.10 Annexure X: Acceptance of Terms & Conditions Contained in the RFP Documents

Date:

To

DTE&T, Odisha,
KillaMaidan,
P.O: Buxi Bazar, Cuttack-753001, Odisha

Sir,

I have carefully gone through the Terms & Conditions contained in the NIT No. _____, regarding RFP Name < _____>.

I declare that all the provisions of this Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Signature of witness

Date:

Place:

Signature of the Bidder

Date:

Place:

Company Seal

8.11 Annexure XI: Compliance Check List

RFP No: _____, Date: _____

Please check whether following have been enclosed.

Sl. No	Enclosure description	Enclosed (Y/N)	Annexure/Attachment / Page No./ Envelop No. of the enclosure
1.	Copy of Certificate of Incorporation of Company or Registration Firm		
2.	Copy Goods Service Tax Registration Certificate, Copy of PAN allotted		
3.	Copies of Annual audited accounts statements (P&L and Balance Sheets FY 2020-21, 2021-22, 2022-23 certified by a Chartered Accountant		
4.	ISO Certificates		
5.	Particulars of the Bidder (Annexure – III)		
6.	Past Project Experience (Annexure – IV)		
7.	Self-Declaration that the bidder hasn't been black listed / performance issues by any Govt./PSU (Annexure - VI)		
8.	Acceptance of Terms & Conditions Contained In The Tender Document (Annexure – IX)		
9.	Power of Attorney (Annexure – VII)		
10.	Bid Security Declaration, RFP Document Fee		

Signature of the Bidder
Place & Date

Company Seal

8.12 Annexure XII: Available space for each proposed lab at Govt. ITI Rourkela and Govt. ITI Barbil

There is an open space available over and above the Lab space mentioned below within the premises of the ITIs. The bidder is requested to contact Principal, of Govt. ITI, Rourkela and Govt. ITI Barbil.

Sl. No.	Institute Name	Name of Principal	E-Mail ID	Contact Number	Available Lab Space
1	Govt. ITI, Barbil	Mr. Debasis Bisi	principaliti30@yahoo.com imcitibarbil@gmail.com	9124096797	21 X 10 Mtr.
2	Govt. ITI, Rourkela	Sri D.Khura	Iti.rkl@rediffmail.com	9439209917	18 X 27 Mtr.

8.13 Annexure XIII: Self-Declaration regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India”
(To be submitted on Bidder’s Letter Head)

Tender Ref. No.: _____ Dated: _____

To,

The Director

Directorate of Technical Education and Training, Odisha

KillaMaidan, Buxi Bazaar, Cuttack- 753001

Phone No-0671 (2301061); Email: dtetorissa@gmail.com

Dear Sir,

In reference to bid submitted by M/s _____ against DTE&T Odisha’s Tender NIT Number: _____, I/We have read the Order No: 27945 /F; dated: 16-10-2020 from Government of Odisha Finance Department regarding **restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.**

I/We certify that M/s _____ (name of Bidder) is not from such a country and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I also certify that M/s _____ will not offer any products/services of entity from such countries unless such entity is registered with the Competent Authority.

I/We certify that we/our Collaborator/Tie-Up Partners are/is not from such a country or, if from such a country, have/has been registered with the Competent Authority and we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that we fulfill all requirements in this regard and are eligible to be considered.

Date : _____

Place : _____

Seal of Organization & Signature
of Authorized Applicant

Declaration

To,
The Director,
Technical Education and Training, Odisha, Cuttack
KillaMaidan, Buxi Bazar, Cuttack – 753001.

Dear Sir/Madam,

We _____ (Bidder name) having principal office at _____ (address) do hereby confirm that the information submitted in Annexure-III, Annexure-IV, Annexure-V and Annexure-VI under Section 08 Annexures are true to our knowledge and belief. We understand that any falsification of data may lead to cancellation of our Bids.

We remain.

Yours

Sincerely,

Signature: (Authorized Signatory as per Power of Attorney)

Name:

Designation:

Phone:

Email: