



भारतीय प्रौद्योगिकी संस्थान इंदौर
सिमरोल, खंडवा रोड, इंदौर, पिन- 453552

Indian Institute of Technology Indore
Simrol, Khandwa Road, Indore- 453552

GeM Bidding Document

For

Supply and Installation of
Hostel Furniture



GeM
Government
e Marketplace

Document to be submitted online on GeM
for
(Technical & Financial Bid as per Schedule of requirement)

अनुभाग-1 /SECTION - I

विशेष नियम एवं शर्तें / SPECIAL TERMS AND CONDITIONS

1. Any bidder from a country sharing a land order with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT) as per vide Ministry of finance OM No. 6/18/2019-PPD dated 23rd July 2020.
2. Benefits to Micro and Small (MSEs)/Start-Up will be applicable under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.
3. The Public Procurement (Preference to Make in India) will be applicable under Order 2017, DIPP, MoCI Order no. P-45021/2/2017-B.E.II dated 15th June 2017 and its subsequent amendments.
4. **Payment: No advance payment will be made in any case.** Payment will be released through wire transfer/bank RTGS transfer after Supply, installation testing, inspection & commissioning of the item(s) and if found satisfactory with regard to quality, quantity and specifications ordered. The payment will be released after statutory deductions within 30 days. For the payment, the firm has to submit Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value; challans(s), Manufacturer's guarantee certificate; bank details/cancelled cheque, installation report, performance bank guarantee (if asked) etc. to the Assistant Registrar MM Section, IIT Indore.
 - a) **In case of indigenous, the payment term may be**
 - (i) 80% of the unit cost will be paid against delivery of the goods received in good conditions at IIT Indore and accepted by the user department.
 - (ii) 20% of the balance of each unit cost will be paid after satisfactory Installation, Commissioning, Testing & Training of the IIT employees and submission of performance bank guarantee.
5. **Performance Security:**
 - a. Within fourteen days (or any other period mentioned in Tender Document or Contract) after the issue of Purchase Order by the Procuring Entity, the firm shall furnish to the IIT, performance security, valid up to sixty days after the date of completion of all contractual obligations by the contractor, including the warranty obligations.
 - b. The 5% amount of the order value shall be stipulated in Tender Document or Contract denominated in Indian Rupees or the currency of the contract and shall be in one of the following forms:
 - I. Unless otherwise stipulated in Tender Document or Contract, Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque is drawn on any commercial bank in India, favoring the authority mentioned in therein (or FA&CAO of the Procuring Organization, if not mentioned).
 - II. Bank Guarantee issued by a commercial bank in India, in the prescribed form provided in Format 1.3.
 - c. If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and enforce Bid Securing Declaration (in lieu of

अनुभाग-2 / SECTION- IIपूर्व योग्यता मानदंड/Pre- Qualification Criteriaभाग – 1 /PART - ILIST OF DOCUMENTS TO BE UPLOADED WITH TECHNICAL BID

Sl. No.	Details	Supporting Document Should be Submitted
1.	The Bidder should be OEM/Authorized/Distributors/Dealers/Firms etc. and should have the existence of firm for a minimum period of 5 Years.	For OEM: - Valid Certificate of Incorporation/Registration Certificate of the firms.
2.	Bidder should submit a valid Manufacturers Authorization Form specific to this tender.	The authorization letter should be on the Letterhead of the concerned OEM. In case of Authorized/distributor/dealer/agent Copy of the valid authorization, the certificate shall be enclosed. Offer submitted without proper authorization shall be liable to be rejected summarily.
3.	Information Accessibility: Product details and technical specifications of the model should be available to the public on OEM official website for verification.	
4.	Udyam Certificate if bidder claim MSEs should be as per GeM_GTC Clause 04, Point no (xiii), m, (i)	Self-certified copies of documents.
5.	Startup Certificate if bidder claim as a startup	Self-certified copies of documents.
6.	<p>WORK EXPERIENCE: The Vendors / Bidders should have work experience as per the following parameters.</p> <p>Three similar completed work costing not less than Rs. 15,78,712/- in last 3 (Three) years for any Govt./Semi Govt./Centrally Funded Technical Institutes (CFTI) which includes IITs, IISERs, IIMs, NITs, IIITs, IISc and IIST), CSIR Institutes, Central Universities and /or DAE Institutes (NISER, TIFR) where they have completed the similar works.</p> <p style="text-align: center;">OR</p> <p>Two similar completed work costing not less than Rs. 21,04,950/- in last 3 (Three) for any Govt./Semi Govt./Centrally Funded Technical Institutes (CFTI) which includes IITs, IISERs, IIMs, NITs, IIITs, IISc and IIST), CSIR</p>	<p>Work orders and satisfactory completion valid certificates issued by respective buyer organization of the above order in support of experience to be enclosed. Without submission of completion certificate the experience will not be considered.</p> <p>The valid certificate should be in Letter Head of the concerned government organization with authorized signatory.</p>

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forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.

6. **PREDISPATCH-** The firm should arrange the pre-dispatch inspection prior to packing & dispatching of the item if asked by the IIT Indore. The firm should share the entire details of the quoted items with original images, catalog and schematic diagrams before packing. Virtual/Online or physical inspection may be done by the IIT Indore technical committee.
7. Items should be delivered only on Working Days (Monday to Friday) during office Hours only i.e. between 10.00 am to 04.00 pm.
8. **PRE- INSTALLATION:** Please also mention the pre-installation requirements for the equipment like ambient temperature, humidity, civil work, weather specifications, power specifications, etc. When items are provided full performance satisfaction should be demonstrated.
9. **INSTALLATION & COMMISSIONING:** BIDDER shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty period and thereafter as mentioned in the contract. Installation demonstration to be arranged by the supplier free of cost and the same is to be done within **15 days** of the arrival of the equipment at site. **For delayed in delivery or in satisfactory, installation, commissioning, testing & training the liquidated damages will be imposed @ 0.5% (Half Percent) per week subject to a maximum of 10% of the total value of supply order & beyond 10% subject to approval of IIT Indore.**
10. **Liquidated Damages:** -As Time is the essence of an order, the date of delivery should be strictly adhered to, otherwise the delivery in full or in part may not be accepted and penalty for late delivery will be imposed @ 0.5% (Half Percent) per week subject to a maximum of 10% of the total value of supply order & beyond 10% subject to approval of IIT Indore. In case of delay in satisfactory Installation Commissioning, Testing, Training, Inspection, Certification etc. also the same rate of penalty shall be leviable. Non- Delivery of material/service may lead to forfeiture of PBG and debarment of the supplier.
11. **Delivery: Within 04 weeks from the date of the PO. Free delivery at IIT Indore in case of indigenous orders.**
12. In case the equipment offered requires maintenance after the expiry of the warranty, please indicate the approximate cost of comprehensive and on-call basis maintenance and also the availability of local support or otherwise.
13. Please note clearly that the Bids sent through FAX, E-mail, by hand and/or by any post/courier shall not be accepted/ processed, in any case.
14. **All other General Terms & Conditions will as per GeM GTC 4.0 v1.12.**
15. **Format for Price Breakup (FORM-X) must be uploaded at the time of Price bid submission.**
16. All communications with respect to the tender shall be addressed to:

Deputy Registrar, MM Section

4th Floor, Abhinandan Bhawan (West Wing),

Indian Institute of Technology, Indore

Khandwa Road Simrol, Indore- 453552

Tel.: 0731-660 Ext 3369/3551/3408

Email: mms@iiti.ac.in

Deputy Registrar (MM)

उप कुलसचिव/Deputy Registrar
आई.आई.टी.इन्दौर/IIT INDORE

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	<p>Institutes, Central Universities and /or DAE Institutes (NISER, TIFR) where they have completed the similar works</p> <p>OR</p> <p>One similar completed work costing not less than Rs. 36,83,663/- in last 3 (Three) years for any Govt./Semi Govt./Centrally Funded Technical Institutes (CFTI) which includes IITs, IISERs, IIMs, NITs, IIITs, IISc and IIST), CSIR Institutes, Central Universities and /or DAE Institutes (NISER, TIFR) where they have completed the similar works.</p> <p>Note: Similar work means Supply & Installation of Hostel Furniture.</p>	
7.	Bidder Information	As per enclosed FORM - V
8.	List of other Govt. Departments, Public Sector units and Central Autonomous Bodies for which the bidder is supplying material or having the similar type of contracts and a valid certificate regarding the satisfactory performance of the contract	As per enclosed FORM VI
9.	Bidder Acceptance of Tender Document	As per enclosed FORM VII
10.	The bidder should not have been blacklisted by any Government / Semi Government / Board /Corporations /Autonomous Body/ PSU. An undertaking/declaration in this regard should been closed. If any such matter i.e. of blacklisting /suspension is subjudice, even then the concerned firm shall be technically disqualified.	As per enclosed FORM IV
11.	The quoted products should not be under end of sales or end of support in next 05 (five) years from the date of submission.	(Declaration from OEM/ Authorized Distributors/Dealers/firms should be submitted)
12.	Make In India- Class-I or Class-II Local Supplier.	A Self-Declaration Certificate regarding "Class-I or Class-II Supplier" for the tendered item as per the Form -II is to be submitted.
13.	<p>FINANCIAL TURNOVER:</p> <p>The Bidder Annual Financial Turnover should more than Rs. 50 Lakhs during the past three financial years namely 2019-20, 2020-21 and 2021-22.</p> <p>And</p> <p>In case of OEM, the Average Annual Turn Over of OEM should be Rs. 2 Crore during the past three financial years namely 2020-21, 2021-22 and 2022-23.</p> <p>The Vendors / Bidders should not have incurred any loss during the last 3 (Three) years (as of 31st March, 2024). Profit after</p>	<p>As per enclosed FORM VIII and Attach a separate neatly typed sheet on the letter head of Registered Chartered Accountant OR enclose copies of audited Balance Sheet and Profit & Loss Statement for the previous 3 financial year as specified in bid document and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.</p>

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	Tax should be positive for the above-mentioned period.	
14.	Solvency Certificate required of ₹ 40,00,000/- for bidder. The certificate should be on the letter head of the bank. This certificate should have been issued within 6 months from original date of the submission of tender.	
15.	Certifications: The firms should possess the following prevalent certifications related to quality & safety possessed by most of the brands of the furniture manufacturer: ISO 9001:2015, ISO 14001:2015, OHSAS 18001:2007 or latest version	Dealers participating should enclose certificate from their parent Manufacturer company. Note: Certifying agencies of ISO should be listed with "NABCB" (National Accreditation Board for Certification Bodies) only.
16.	BIFMA (Business and Institutional Furniture Manufacturers Association)	Manufacturers should be a member of BIFMA International (Business and Institutional Furniture Manufacturers Association) please enclose certificate of manufacturer Company. Dealers participating should enclose Certificates from their parent manufacture company.
17.	Green Product Certification	Green Product Certificate issued by <i>Confederation of Indian Industry (CII)</i> only to the manufacturing unit of the bidder. This certificate ensures the product is environment friendly throughout its life cycle. This certificate empowers with the knowledge of the product and steer towards sustainable products.
18.	AIOTA Certificate	AIOTA certificate should be issued by <i>All India Occupational Therapist Association</i> only. This certificate ensures the Ergonomic Standards of the furniture.
19.	The manufacturers should have in house quality checking, steel processing and powder coating unit.	
20.	Integrity Agreement	Signed Copy of the agreement should be submitted on the firm's letter head.

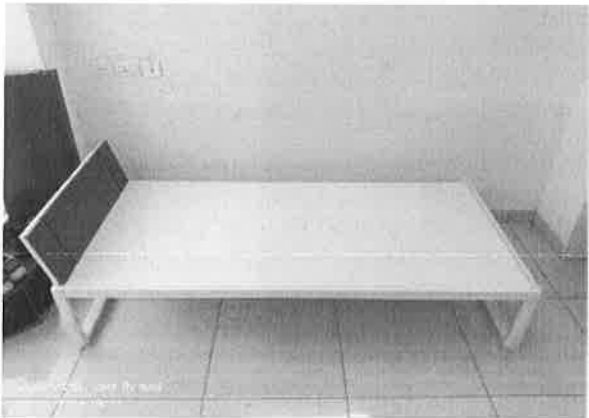


Note: Non-Compliance with any of the above conditions by the bidders will amount to non-eligibility for which tender has been floated and its bid shall be liable to be rejected summarily.

Signature & Seal of Bidder

अनुभाग-2 / SECTION- II**तकनीकी विशिष्टता / Technical Specification****भाग – 2 /PART - II**

(Bidder should submit compliance matrix along with Technical Bid)

Item details and technical specifications as mentioned below: **Supply & Installation of Hostel Furniture.**

	Feature	Description/ Specification	Qty.	Compliance Yes/No	Deviation if any
1.	Cot	<p>Dimension: 2057 L X 978 W X 400 H (in mm) Detachable frame, legs, head rest (300 mm) provision. Metal frames support 04 nos. Aesthetic look and finishing. Metal parts, if any, should be powder coated with anti-corrosion polish. Iron material to be used and mattress panel to be covered by MS Sheet(iron) with base support so that it should not make sound while moving on bed.</p> 	350 Nos.		
2.	Almirah	<p>Dimension: 1829 H X 914 W X 508 D (in mm) (Height is excluding the length of legs) Body is made from metal 02 adjustable shelves and hanging rod with load bearing of 50 kg each. All steel components shall be powder coated, lock and latch provision. High grip handle provision for wardrobe 3 way locking system with pad lock, Without locker. Color should be gray arrangement as per image no.1. hanging. CRC sheet thickness 18- gauge steel. Almirah Leg size: 127mm pad lock arrangement as per image no.2.</p>  	350 Nos.		

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3.	Chair	<p>Dimension: 406 L X 432 W X 813 H (in mm) Chair with plastic seat SS legs with rest capping or any other material Arm less, backrest and seat (single molded unit). Color as per given image.</p> 	350 Nos.		
4.	Study Table	<p>Size: 1016 L X 600 W X 750 H (in mm) Table under structure, drawer: 350mmx150mm and 1 locker: 350mmx230mm. A tabletop made up from 18mm thick plywood pasted with sunmica(1mm). Table structure Tube size- 2.5cmx2.5cm (MS-Square pipe)</p> 	500 Nos.		

Note:

- A. The bidder should submit his acceptance against each column as YES/NO and if No, the bidder should specify the deviation.
- B. Valid proof of the document in support of the claim to be enclosed with the technical bid.
- C. The Quantity mentioned above is also indicative and might change in the final order.
- D. Prospective bidders can quote Rate as per Unit and the institute will decide on the final order quantity.
- E. OEM Packing: The OEM sealed packing of materials. If seal is broken the Item will be rejected.

(Signature of the Bidder, with Official Seal)

अनुभाग-2 / SECTION- II

अमूल्यंकित तकनीकी बोली / UNPRICED TECHNICAL BID

भाग – 3 /PART - III

(Bidder should provide the following details on Letter head)

TENDER NO.:

Date:

Name of the Bidder _____

Sr. No.	Item Description	Quantity	Make	Model	HSN Code	GST %	Country of Origin
1							
2							
3							
n							

Other Terms & Conditions

1.	Payment terms	:
2.	Delivery Period from the date of Purchase Order	:
3.	Installation within 15 days of delivery	:
4.	Warranty	:
5.	Specify any other terms & conditions:	:

प्रपत्र -1 / FORM-I

निर्माता का अनुज्ञा और वारंटी समर्थन पत्र

**MANUFACTURER'S AUTHORIZATION & WARRANTY SUPPORT DECLARATION
(ON OEMs Letter head)**

Date: _____

Tender No / GeM bid no:

To
The Registrar
Indian Institute of Technology Indore

We, _____ [name of Manufacturer], who are official manufacturers of [Insert type of goods manufactured] having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following goods, manufactured by us [insert name and or brief description of the goods], and to subsequently negotiate and sign the contract.

We hereby extend our full guarantee, warranty, availability of spare parts and AMC support in accordance with the Terms and Conditions of Contract with respect to the Goods offered by the above firm.

Authorized representative of the Manufacturer Authorized representative Bidder

Signature:

Signature:

Name:

Name:

Address:

Address:

Mobile No:

Mobile No:

Email ID:

Email ID:

प्रपत्र -2 / FORM-II

स्थानीय सामग्री के लिए घोषणा

Declaration for Local Content (on OEM's Letter Head)

(To be given on Company Letter Head - For tender value below Rs.10 Crores)
(To be given by Statutory Auditor/Cost Auditor/Cost Accountant/CA for tender value above Rs.10 Crores)

Date: _____

To
The Registrar
Indian Institute of Technology Indore

Sub: Declaration of Local content

Tender No: _____

Name _____ of _____ Goods _____ & _____ Services _____ :

1. Country of Origin of Goods being offered: _____

2. We hereby declare that items offered has _____% local content **(Please provide exact %).**

3. Details of location at which local value addition will be made / made: (Complete address _____ to _____ be _____ mentioned)

“Local Content” means the amount of value added in India which shall, be the total value of the item being offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“*False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.”

Yours Faithfully,
(Signature of the Bidder/OEM, with Official Seal)

प्रपत्र -3 / FORM-III

डीपीआईटी पंजीकरण के लिए घोषणा पत्र

Declaration for DPIIT Registration (on OEM's Letter Head)

CERTIFICATE BY BIDDER- DPIIT REGISTRATION

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, / if from such a county, has been registered with the Competent Authority (copy of the Registration Certificate enclosed).

I hereby certify that his bidder fulfils all requirements in this regard and is eligible to be considered.

Signature with Date and Stamp

Of the Bidder

प्रपत्र -4 / FORM-IV

स्वच्छ छवि/कोई कानूनी कार्रवाई नहीं होने के संबंध में घोषणा पत्र

DECLARATION REGARDING CLEAN TRACK/NO LEGAL ACTION

(to be provided on letter head of the firm)

I hereby certify that the above firm namely _____ is neither blacklisted by any Central/State Government/Public Undertaking/Institute nor any criminal case registered / pending against the firm or its owner/ partners anywhere in India preceding three years from the date of publishing of tender.

I also certify that the above information is true and correct in any every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

Date:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:

प्रपत्र -5 / FORM-Vबोलीदाता सूचना प्रपत्र**BIDDER INFORMATION FORM**

	Company Name	
	Registration Number	
	Manufacturer /Distributor for the quoted product	
	Registered Address	
	Name of Partners /Director	
	City /Postal Code	
	Company's Establishment Year	
	Company's Legal Status (tick on appropriate option)	1) Limited Company 2) Undertaking 3) Joint Venture 4) Partnership 5) Others (In case of Others please specify)
	Company Category	1) Micro Unit as per MSME 2) Small Unit as per MSME 3) Medium Unit as per MSME 4) Ancillary Unit 5) SSI 6) Others (In case of Others please specify)
	Contact Name Email Id MOBILE NO.	
	BANK DETAILS	Name of Beneficiary : A/c. No. CC/CD/SB/OD: Name of Bank : IFSC NO. (Bank) : Branch Address and Branch Code:
	Vendor's PAN No. (Should be attached)	
	Vendor's GST No. (Should be attached)	

प्रपत्र -6 / FORM-VI

पिछली आपूर्ति आदेश सूची प्रारूप

PREVIOUS SUPPLY ORDER LIST FORMAT

Order placed by {Full address of Purchaser}	Order No. and Date	Description and quantity of ordered equipment	Value of order	Contact Person along with Telephone no., Fax no. and e- mail address.

Note: Technical Committee may seek additional information from the existing users at IIT Indore or from other Institutes, these feedbacks will be considered for technical evaluation.

Signature and Seal of the Manufacturer/ bidder

Place:

Date:

प्रपत्र -7 / FORM-VII

**निविदा शर्तों की स्वीकृति हेतु
ACCEPTANCE OF TENDER TERMS**

(To be given on Company Letter Head)
Date: DD/MM/YYYY

To,
The Registrar
Indian Institute of Technology Indore

Sub: Acceptance of Terms & Conditions of Tender. _____

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein and I have no objection for any of the content of the bid document. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of bid.
3. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
4. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
5. I / We do hereby declare that we have quoted our firm rates inclusive of taxes if not mentioned extra.
6. I/We agree to hold this offer open until **180 days** and shall be bound to supply/commission/install/test the equipment and dispatch the same within the specified period.
7. **I/We agree that in case if we fail to deliver the goods/complete the work/supply within the stipulated time, then institute has full power to compound the liquidity damages or forfeit the Bid Security/Security Deposit or any necessary action as deemed fit can be taken by the IIT Indore.**
8. The articles shall be of the best quality and of the kind as per the requirement of the institution. The decision of the IIT Indore, India (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me. Should the said officer deem it necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.
9. I/We declare that no legal/financial irregularities are pending against the proprietor/partner of the bidding firm or manufacturer.

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10. I/We undertake that the items supplied are as per Demonstration/Catalogue/technical literature description.
11. I/We undertake that the quoted rates are not higher than that approved in any other Govt. institutions in India for the same items during the current Financial Year.
12. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Govt. of State/Central/Institute/Department/PSUs. I/we also offer to supply the Equipment/stores at the prices and rates not exceeding those mentioned in the price bid.
13. I/We do hereby confirm that I/we aware about the provisions of "Make in India"/startup initiatives and directives regarding Price Preference Policy to Make in India Registered Bidders and I/We undertake for following the same as per directions of IIT Indore in respect of this E-Bid Enquiry.
14. I/we have necessary infrastructure for the maintenance of the equipment and will provide all accessories/spares as and when required.
15. I/we also declare that in case of change of Indian Agent or for any other change. Merger, dissolution solvency etc. in the organization of our foreign principles, we would take care of the Guarantee/Warranty/Maintenance of the machinery/equipment and have provided written confirmation for the same.
16. I/we undertake to get the equipment repaired/replace within 48 hours of the receiving of the complaint from the institute failing which a penalty of @ 1% of the cost may be recovered from the Bank Guarantee before releasing the same to us after completion period.
17. I/we undertake, If as a result of post payment audit any over payment is deducted in respect of any Supply/work done by our Agency or alleged to have been done by our Agency under this bid, it shall be recovered by the IIT Indore from our Agency.
18. I/we undertake, If any under payment is discovered, the amount shall be duly paid to our Agency by the IIT Indore.
19. I/we undertake that we shall liable to provide all the relevant records copies during the concurrency period of Contract or otherwise even after the Contract is over, whenever required by IIT Indore.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

प्रपत्र -8 / FORM-VIII

वार्षिक कारोबार की घोषणा और

इनकम टैक्स रिटर्न

**DECLARATION OF ANNUAL TURNOVER AND
INCOME TAX RETURN**

(To be submitted on Firm/Company Letterhead)

To,
The Registrar
Indian Institute of Technology Indore

Date :

Sub: NIT No. _____

Dear Sir,

I/we hereby declare that, our firm's Annual Turnover as follows, and I/we have also supported an Audited Accounts for your references:

F.Y 2020-21	F.Y 2021-22	F.Y 2022-23

And,

I/we hereby declare that, our firm had filed Income Tax Returns for last 3 years i.e. F.Y. 2020-21, 2021-22, & F.Y. 2022-23. Supported by copy of ITR of three years.

(Signature of the Tenderer)

Company Seal:

Date:

प्रपत्र -9 / FORM-IX

परफॉरमेंस सिक्योरिटी प्रारूप

PERFORMANCE SECURITY FORMAT

To,

.....
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) (hereinafter 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 grounds or reasons for your demand or the sum specified therein.

We further undertake to pay the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the supplier(s)/vendor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the supplier(s)/vendor(s) shall have no claim against us for making such payment.

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.....

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal:

Name & address of the Bank

Address of the Branch:

Phone No.:

E-mail ID:.

TENDER No.: IITI(MM)/OCW/1/1A/29/SS/2024-25

प्रपत्र -10 / FORM-X

Format for Price Breakup/Financial Document
for
Supply and Installation of Hostel Furniture

Name of the Bidder/ Bidding Firm / Company: _____

Sr. No.	Item	Qty.	Unit Price in INR (₹)	GST in INR (₹)	Total Price in INR (₹)
1.	Cot	350 Nos.			
2.	Almirah	350 Nos.			
3.	Chair	350 Nos.			
4.	Study Table	500 Nos.			

Note:

1. All Terms & Conditions will be as per NIT Document uploaded on GeM.
2. Format for Price Breakup (FORM-X) must be uploaded at the time of Price bid submission.

(Signature of the Tenderer)

Company Seal

Date:

(To be printed on Supplier's letterhead)

(To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of IIT Indore)

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20.....

BETWEEN

The IIT Indore, represented through Jt. Registrar Material Management, IIT Indore (Hereinafter referred as the 'Principal/Owner', (Address of Division) 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

Name and Address of the Individual/firm/Company) through (Hereinafter referred (Details of duly authorized signatory) to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract forat IIT Indore." (Name of work) hereinafter referred to as the "Contract". AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal / Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles
No employee of the Principal / Owner, personally or through any of his / her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (a) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- (b) The Principal/Owner shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PoC Act) or is in violation of the principles herein

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mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

- 3) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PoC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s) / Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or coercion or collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PoC Act. Further the Bidder(s) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal / Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly Bidder(s) / Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practices means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal /Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

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- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal / Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 6 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority of IIT Indore.

Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head Quarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.

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- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board Resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

BUYER

.....
Deputy Registrar (MMS), IIT INDORE
Date & Place:

.....
BIDDER Signature with Seal
Date & Place:

WITNESSES:

1. (Indenter)
(Signature, name and address)
2.
(Signature, name and address)

WITNESSES:

1.
(Signature, name and address)
2.
(Signature, name and address)