



भारतीय प्रौद्योगिकी संस्थान इंदौर
Indian IIT Indore of Technology Indore
सिमरोल, खंडवा रोड़ इंदौर – 453552
Simrol, Khandwa Road, Indore- 453552

NOTICE INVITING TENDER (NIT)

for

End-to-End Cleaning, Sanitation and Sanitization Solutions
for IIT Indore

आवश्यकता की अनुसूची के अनुसार तकनीकी एवं वित्तीय बोली के दस्तावेज़
ऑनलाइन जमा करने हेतु

Documents to be submitted online for
Technical & Financial Bid as per Schedule of requirement



भारतीय प्रौद्योगिकी संस्थान इंदौर
सिमरोल, खंडवा रोड इंदौर – 453552

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

Tel.: 0731-6603369/3551/3408
Email: mms@IIT Indore.ac.in

निविदा आमंत्रण सूचना / NOTICE INVITING TENDER (NIT)

Indian IIT Indore of Technology Indore invites online e-Tenders in **Quality cum Cost Based System (QCBS)** for **End-to-End Cleaning, Sanitation and Sanitization Solutions for IIT Indore**. The Agency submitting the tender against this proposal should be able to deploy adequate number of manpower, equipment and machinery for handling housekeeping, Sanitation and Sanitization requirements of the IIT Indore. The tender details as per follows:

Sl. No.	Name of the Item	NIT No.	EMD
1.	End-to-End Cleaning, Sanitation and Sanitization Solutions for IIT Indore	IIT INDORE(MM) /HS/NIT/AKS/ 345/2023-24	Rs. 12,00,000/- (Rupees Twelve Lakh Only) <u>Online EMD Submission:</u> Bidder can submit their EMD online by visiting: https://www.onlinesbi.sbi/sbicollect/

SUBMISSION OF BIDS ONLINE IN TWO BID

**NIT No. 345 should be mentioned for the purpose of EMD Submission, and Tender No. should be referred for bid submission/ communication etc*

Note:

- Tender Documents with detailed terms & conditions can be downloaded from our website: http://www.iiti.ac.in/tender_mms.php
- Pre-bid report will be published as a part of the tender document.
- All the details/documents pertaining to the NIT such as tender document, pre-bid report, corrigendum and any further updates will be available only on our website and also at Central Procurement Portal (CPP).
- IIT Indore shall not be responsible for non-receipt of bid due to internet issues or any other reasons.

For any issues related to tender, contact Material Management Section at 0731-660 Ext 3369/3551/3408 or email at mms@iiti.ac.in.

Assistant Registrar
MM Section
IIT Indore
सहायक कुलसचिव
(सामग्री प्रबंधन विभाग)
Assistant Registrar
(Materials Management Section)

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अनुभाग 1 / SECTION 1
निविदा की अनुसूची/ SCHEDULE OF TENDER

Sl. No.	Event	Date and Time/ Remarks
01	निविदा अपलोड करने की तिथि Date of uploading of Tender	From January 19, 2024 http://www.iiti.ac.in/tender_mms.php
02	बोली-पूर्व बैठक के लिए प्रश्न प्रस्तुत करने हेतु Submission of Queries for Pre-bid meeting	Upto January 29, 2024 at 05.00 PM, (IST) Format for Submission of Queries enclosed as Chapter 14
03	बोली-पूर्व बैठक की तारीख और समय Date & Time of Pre-Bid Meeting	January 31, 2024 at 03.00 PM (IST) The pre-bid report will be uploaded on the website & CPPP and the same will be a part of the tender document
04	बोली-पूर्व बैठक स्थल Venue for Pre-Bid Meeting	IIT Indore The pre-bid report will be uploaded on the website & CPPP and the same will be a part of the tender document
05	बोली-पूर्व स्पष्टीकरण/शुद्धिपत्र, यदि कोई हो, अपलोड करने की तिथि Upload of Pre-Bid Clarifications/Corrigendum, if any	February 05, 2024
06	बोली जमा करने की तिथि Bid Submission Start Date	February 07, 2024 from 03.00 PM (IST)
07	ऑनलाइन बोली जमा करने की अंतिम तिथि और समय (तकनीकी और वित्तीय बोली) Last date & Time of Submission of Bids Online (Technical and Price Bid)	February 20, 2024. Please refer tender Terms at IIT INDORE'S website
08	तकनीकी बोलियाँ खोलने की तिथि एवं समय Date & Time of Opening of Technical Bids	February 21, 2024 at 03.00 PM (IST) Please refer tender Terms at IIT INDORE'S website
09	निविदा के संबंध में सभी संचार को संबोधित करने हेतु Address for all communication:	Assistant Registrar, MM Section 4th Floor, Abhinandan Bhawan (West Wing), Indian IIT Indore of Technology, Indore Khandwa Road Simrol, Indore- 453552 Tel.: 0731-660 Ext 3369/3551/3408 Email: mms@iiti.ac.in
10	Submission of Bid Online	http://eprocure.gov.in/eprocure/app
11	Contract Period	The initial period of contract will be for 02 years from the date of issue of work order with a provision to extend the contract for further maximum period of 02 years subject to satisfactory performance, on the same terms and conditions at the absolute discretion of the IIT INDORE.
12	Schedule of Price Bid Opening	Schedule for opening of Price Bids will be notified via CPPP only to the bidders qualifying the Technical Bid evaluation.
13	किसी भी आवश्यक सहायता के लिए संपर्क करें FOR TAKING ASSISTANCE, IF ANY	CPP Portal website: www.eprocure.gov.in CPP Portal Help Desk Toll-Free No.: 18002337315, 180030702232

अनुभाग 2 / SECTION 2**ऑनलाइन बोली जमा करने के लिए बोलीदाताओं को निर्देश****INSTRUCTIONS TO THE BIDDERS FOR ONLINE BID SUBMISSION**

1. The tender must be submitted in accordance with instructions provided in this document and non-conformance of the same may lead to rejection. Instructions shall form part of the tender and the contract. The conditions of the tender shall be governed by the details contained in the complete bid document.
2. For Online Bid Submission as per the directives of Department of Expenditure, this tender document is published on the Central Public Procurement Portal at <http://eprocure.gov.in/eprocure/app>. Bidders are requested to submit the copies of their bids electronically (digitally) only on CPP Portal, using valid Digital Signature Certificates.
3. The tender is not transferable. Only one tender shall be submitted by one bidder.
4. **Registration:** Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by clicking on the link "Click here to Enroll" at <http://eprocure.gov.in/eprocure/app>.
5. **Submission:** Only online bids will be accepted. All the requisite supporting documents mentioned in the bid document must be uploaded online at <http://eprocure.gov.in/eprocure/app>. Bids sent by FAX, E-mail, hand, post/courier shall not be accepted/ processed, in any case. While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any bidder stipulates any condition of his own, such conditional tender is liable to be rejected.
6. Bidders are to submit duly filled and completed bid online as per instructions mentioned in this document. All the uploaded documents shall be digitally signed by the authorized signatory of the bidder. The Digital Signature Certificate should be in the name of authorized signatory (who will sign the bid) of the bidder. In case digital signature is not available then all the documents should be stamped with the firm's seal and signed by authorized official and uploaded in pdf format.
7. Telegraphic, conditional, or incomplete Tender will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the tenderer.
8. IIT Indore reserves the right to reject any tender/bid wholly or partly without assigning any reason.
9. For detailed instruction on online submissions of bid(s) through e-procurement module of Central Public Procurement Portal of NIC, the bidder(s) may visit <http://eprocure.gov.in>.
10. The bidder shall be solely liable to bear all costs and expenses associated with the preparation and submission of its bid, and IIT Indore will in no case be held responsible or liable for payment of any costs associated with the preparation or submission of the said bids irrespective of the outcome of the bidding process as also in case the entire bidding process or part thereof is nullified/ cancelled due to any reason whatsoever.
11. The bidder should not be an employee of any of the IITs, Central or State Government, Autonomous Body, R&D Labs, IISERs, CFTIs (Centrally Funded Technical Institutes) or PSUs. Declaration to this effect is to be submitted.
12. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time.

अनुभाग 3 / SECTION 3
GENERAL TERMS AND CONDITIONS

1. Online Tenders are invited only from Professional Service Providers for “End-to-End Cleaning, Sanitation and Sanitization Solutions for IIT Indore”.
2. **Tender Type:** Quality cum Cost Based Selection (QCBS) with Two-Bid system through Online Mode.
 - (a) Technical Bid (Cover-1): Technical bid will be opened on the due date for technical evaluation. The technical evaluation matrix will be uploaded on CPP Portal for intimation to the service providers. ***Technically disqualified service providers can represent disqualification, within a week of uploading of technical evaluation matrix.***
 - (b) Financial Bid (Cover-2): Financial bids of technically qualified responsive bidders only will be opened.
3. **Pre-Bid Meeting:**
 - (a) Bidders are requested to attend a Pre-bid meeting for clarification on the Tenders' technical specifications and commercial conditions, on the time, date, and place/ mode mentioned in the Schedule of Tender. Participation in such a Pre-bid meeting is not mandatory. If a bidder does not participate or submit any query, then no subsequent representations from them regarding the Technical & Commercial specifications/ conditions shall be entertained after the date of pre-bid meeting.
 - (b) Bidders are advised to submit their doubts/ questions/ clarifications in **FORM-VIII**, if any. It should bear tender no., title and marked “Queries for Pre-Bid Meeting”. Form should be sent by email at mms@iiti.ac.in as per the Schedule of Tender mentioned in **Section-1**.
 - (c) Any modification of the tender document, arising as an outcome of the Pre-Bid meeting, shall be notified through amendment on the website of the IIT Indore and CPPP Portal. No queries will be entertained beyond the date of the pre-bid meeting.
 - (d) Bidders are totally responsible for incorporating/ complying with the changes/ amendments issued, if any.
4. **Bid Submission:** Bidders are requested to submit their bids from the date of submission of bids indicated Schedule of Tender mentioned in the **Section-1**.
5. **Late Bids:** Bids received after the last date of submission will not be accepted and IIT Indore shall not be responsible for non-receipt of bid due to internet issues or any other reasons whatsoever.
6. **Bid Validity:** Bids shall be valid for a period of 180 days from the date of opening of tender.
7. **Modification and withdrawal of bids:** No bid can be modified and withdrawn after the deadline for submission of bids.
8. **Opening of Tenders:** The opening of the bids would be done as per the Schedule of Tender mentioned in Section-I. In the event of the specified date of bid opening being declared holiday in the IIT Indore, the bids shall be opened at the same time and location on the next working day.
9. **Bid Security/ EMD:**
 - (a) Earnest Money Deposit (EMD) / Bid Security (BS) must be submitted by bidders except those who are registered with:
 - (i) Micro and Small Enterprises (MSEs)
 - (ii) Central Purchase Organization (CPO)
 - (iii) Concerned Ministry / Department
 - (iv) Startups as recognized by the Department for Promotion of Industry and Internal Trade (DPIIT)
 - (b) In case, the firm/ service provider is not covered as above, EMD must be submitted online at <https://www.onlinesbi.sbi/sbicollect/> and the payment reference should be attached in PDF along with the technical bid.

- (c) EMD will be returned to the unsuccessful bidders within 30 days after the issue of Service Order.
- (d) EMD will be forfeited, if the successful bidder fails to accept the order or provide the services.
- (e) No interest will be payable by the IIT Indore on the Earnest Money Deposit in any circumstance.
- (f) EMD of the successful bidder shall be returned on receipt of Performance Security. If the successful bidder fails to furnish the Performance Security or fails to provide the services as per the terms and conditions of Service Order (SO) within the stipulated period, EMD shall be liable to be forfeited by the IIT Indore.

10. Bid Evaluation Procedure: To select the bidder, Quality cum Cost Based Selection (QCBS) method will be followed through a two-stage bidding process.

- (a) Bids should be submitted in two parts viz. Technical Bid & Financial Bid.
- (b) The Technical Evaluation Committee (TEC) shall examine the bids to ascertain that all documents mentioned in **Section-5** have been provided and check the completeness of each document submitted. If any of these documents or information sought is missing, TEC may disqualify the bid.
- (c) Evaluation will be done strictly on Pre-Qualification Criteria, Scope of Work, Other Conditions and Technical criteria as mentioned in **Section-5 (Parts 1, 2, 3 & 4)**. If required, TEC may invite the bidders to give a presentation and/or demonstration as part of the technical evaluation.
- (d) Financial bid will be opened only for the bid which is technically qualified by TEC.

11. Award Criteria:

- (a) The IIT Indore reserves the rights to award the contract to the Bidder whose bid has been determined to be substantially responsive and scored highest as per the model defined in **Part 4 of Section 5**, provided further, that the Bidder is determined to be qualified to perform the contract satisfactorily.
- (b) Prior to the expiry of the period of bid validity, the IIT Indore will notify the successful bidder in writing by registered letter or e-mail that the bid has been accepted and a Service Order shall follow.
- (c) The successful bidder should submit acceptance of the Service Order within 02 days from the date of issue of order/ signing of contract, failing which, it shall be presumed that the successful bidder has accepted the order.

12. Agreement/Contract: The successful bidder will enter into a written agreement which must include all the terms and conditions of the services to be extended at the IIT Indore within 15 days of intimation of award of service contract. Format/Contents will be provided by the IIT Indore after award of contract enlisting the details of machineries, equipment and manpower deployed. The stamp duty or any other associated charges to execute the above-mentioned documents shall be borne by the successful bidder. In case after the award of contract, the successful bidder does not produce and sign the agreement within 15 days or fail to furnish the Performance Bank Guarantee within 7 days from the date of receipt of Service Order, the IIT Indore reserves the right to cancel the contract and apply all remedies available under the terms & conditions of this contract.

13. Non-Exclusive: It is agreed and clarified that this agreement would be on a non-exclusive basis and the parties are at liberty to enter into similar agreements with others. (Provided, however, the successful bidder shall ensure that its entering into agreement/s with other parties, shall not in any way conflict with or affect the IIT Indore's interests, rights, remedies under this Agreement or in law).

14. Site Visit: In order to have a better understanding of the services and work involved, a campus visit may be planned with prior intimation.

15. Fall Clause: The price quoted by the bidder should not be higher than the maximum price of the services offered and the same shall not be higher than the price usually charged by the service provider for services of the same nature to any other Institute/ organization.

16. Penalty: The IIT Indore reserves the right to impose penalty to the Service Provider for non-compliance of the terms and conditions or delay of service as mentioned in this tender and Agreement. The quantum of penalty would be decided on the gravity of non-compliance, mentioned in **Part 3 of Section 5**, and the decision of the IIT Indore would be final.

17. In case the successful bidder fails in fulfilling the obligations fully and/or in time, the IIT Indore shall have the right to take up the work at the Bidder's cost and risk and recover any and all such expenses from the amounts due to the Bidder including Performance Security.

18. Loss/ Damage: In case of any loss/damage caused, not due to natural calamities or force majeure, to the property (properties) of the IIT Indore, where the complicity or laxity of the housekeeping staff of the successful bidder is suspected, either damages caused to the IIT Indore by the deputed staff of the agency are to be made good by the successful bidder by repair or replacement in 3 days or the IIT Indore will ascertain the quantum of compensation and impose fine which would be paid by or adjusted in the subsequent bill of the successful bidder. FIR may also be lodged for the loss/ damage. In all discrepancies, the decision of the IIT Indore will be final and binding.
19. Subletting of Work: The successful bidder shall not assign or sublet the work/ job or any part of it to any other person or party.
20. Resolution of Disputes: The IIT Indore and successful Bidder shall make every effort to resolve amicably any disagreement or dispute arising between them through informal negotiation. If the dispute remains unresolved within sixty days from the commencement of such informal negotiations, either party may refer for resolution through formal arbitration.
21. Arbitration: In the event of disputes, differences, claims and questions arising between the parties hereto arising out of this Agreement or in any way relating or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the parties shall first endeavor to settle such differences, disputes, claims or questions by friendly consultation and failing such settlement, the same shall be referred to the arbitration of arbitrator, to be appointed by the IIT Indore. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act 1996 or re-enactment thereof for the time being in force and shall be held in Indore. All legal disputes will be subjected to jurisdiction of Indore Courts.
22. Force Majeure: For the purpose of this clause, "Force Majeure" means an event explicitly beyond the reasonable control of the successful bidder and not involving its fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by Natural Calamities, Wars, Insurrections, Riots, Earthquake and Fire, Revolutions, Civil Commotion, Floods, Epidemics, Quarantine Restrictions, Trade Embargos, Declared General Strikes in relevant Industries, Satellite Failure, Act of Govt. of India, Lockouts, events not foreseeable, but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, the affected party shall, within a week of the commencement thereof, notify the same in writing to the other party with reasonable evidence thereof. Unless otherwise directed by the IIT Indore in writing, the successful bidder shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, both the parties shall hold consultation in an endeavor to find a solution to the problem. Notwithstanding the above, the decision of the IIT Indore shall be final and binding on the successful Bidder.
23. Governing Law and Jurisdiction: This NIT and subsequent agreement with the Selected Bidder shall be governed and construed in accordance with the laws of India and Courts in Indore will have the exclusive jurisdiction to determine the issue arising out of this Contract.
24. False information: In case it is found that the bidder has made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the e-tender document, the tender is liable to be disqualified.
25. Corrupt and Fraudulent Practice: As per the Central Vigilance Commission (CVC) directives, it is required that Bidders observe the highest standard of ethics during the execution of contract in pursuance of this policy. "Corrupt Practices" means the offering, giving, receiving, or soliciting of anything of value to influence the action of an official in contract execution. "Fraudulent Practice" means, a misrepresentation of facts in order to influence the execution of contract to the detriment of IIT Indore and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid rates at artificial non-competitive levels and to deprive IIT Indore of the benefits of free and open competition. The IIT Indore reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The IIT Indore reserves the right to declare a Bidder ineligible, either indefinitely or for a period of time, to be awarded a contract if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

26. Grievance Redressal: Any Bidder who claims to have a grievance against a decision or action with regards to the provision of this NIT, may file a request to the IIT Indore. It may please be noted that the grievance can be filed by only that Bidder who has participated in proceedings in accordance with provision of this NIT.
27. Indemnify: The successful bidder shall be responsible and liable for and shall indemnify the IIT Indore and keep it indemnified and safe at all times, against any claims, liabilities, damages, losses, costs, charges, expenses, proceedings and actions of any nature whatsoever made or Instituted against or caused to or suffered by the IIT Indore directly or indirectly by reason(s) of any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, default, failure, misfeasance, bad faith, disregard of its duties and obligations hereunder, service, theft, robbery, fraud or other wrongful act or omission by the successful bidder and/or any of its Staff.
28. Information Ownership: All official information processed, stored or transmitted by manpower deployed by the bidder belongs to the IIT Indore. By having the responsibility to handling the official information by the manpower deployed, the successful Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The successful Bidder understands that Civil, Criminal or Administrative Penalties may apply for failure to protect information appropriately.
29. No correspondence/ discussion/ visits whatsoever will be entertained on the subject unless specifically called by the IIT Indore, after opening the tenders for technical discussions/ price negotiations. Any violation of this will render the bids invalid and the bidder is liable to be blacklisted.
30. Termination: The contract may be terminated in the event of occurrence of any of the following contingencies:
- (a) On expiry of the contract period, for which prior notice would not be required.
 - (b) By giving 60 days prior written notice by either party provided that the successful bidder has complied with all its obligations to the IIT Indore in accordance with this Agreement on the date of such termination.
 - (c) The IIT Indore may terminate the contract by giving 30 days' notice within the first three months of commencement of work.
 - (d) In case of breach of any of the terms of the agreement between the parties, the IIT Indore may terminate this agreement immediately without giving any written notice to the successful bidder.
 - (e) Notwithstanding any other provisions in this contract, the IIT Indore reserves the right to terminate the contract forthwith, if it is found that continuation of the contract is not in public interest, or the performance is not as per the requirement of the IIT Indore. The bidder is not eligible for any compensation or claim in the event of such cancellation.
 - (f) If at any later date, it is found that the information, documents and certificates submitted by the successful bidder are forged or have been manipulated, the Service Order issued to the Bidder shall be cancelled with immediate effect and Performance Security issued shall be forfeited without any claim whatsoever on the IIT Indore and the bidder is liable for action as appropriate under the extant laws.
31. Post Completion/ Termination Responsibility of the Successful Bidder: Upon completion/ termination of this Agreement, the successful bidder shall immediately return all documents/ data held by it or its staff, to the IIT Indore. It shall also forthwith remove its entire Staff together with its machines/ equipment whatsoever from the campus of the IIT Indore. This is further subject to the fact that the IIT Indore may direct the successful bidder to finish any particular work/works which may at date of termination be outstanding.

अनुभाग 4 / SECTION 4**विशेष नियम और शर्तें****SPECIAL TERMS AND CONDITIONS**

1. **Period of empanelment:** The period of empanelment for the said services at IIT Indore would be initially for a period of 02 years with a provision to extend upto a maximum of 02 years, based on satisfactory performance as decided by the IIT Indore. The extension would be on mutual consent at the same rate, terms, and conditions.
2. **Bid Price:** The bidders shall indicate on the appropriate price schedule the net unit prices (wherever applicable). Unit prices must be quoted by the bidder, both in words and in figures. Price quoted must remain firm during its performance of the Contract and is not subject to variation on any account. All duties and taxes payable by the bidder under the Contract for which this Bidding Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation of bid shall be made accordingly.
3. **Discount:** Bidders are advised not to give any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purposes. However, in the event of such an offer, without considering discount, is found to be lowest, IIT Indore shall avail such discount at the time of award of contract.
4. **Concessions permissible under statutes:** Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under existing Tax Acts, failing which it will have to bear extra cost where Bidder does not avail exemptions/ concessional rates of levies. IIT Indore will not take responsibility for this. However, necessary assistance, wherever possible, may be provided in this regard.
5. **Performance Security:** The successful bidder must submit a performance security of 10% of the total cost of the tender within 7 days of the receipt of the Service Order, to be submitted from an Indian Scheduled Bank in the form bank guarantee valid from the date of commencing of services till 60 days beyond the date the closure of services. No interest will be payable by the IIT Indore on Performance Security. This Performance Security will be liquidated and forfeited in case the successful bidder performs poorly/ terminates the contract during the middle of contract period/ discontinue their service without prior notice/ incurs any loss to the IIT Indore property for reasons attributable to the successful bidder or as mentioned in this tender.
6. The above Performance Security amount shall be in one of the following forms:
 - (a) Unless otherwise stipulated in Tender Document or Contract, Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque drawn on any commercial bank in India, favoring the authority mentioned in therein.
 - (b) Issued by any commercial bank in India, in the prescribed form provided in **Form-X**.
7. If the successful bidder, having been called upon by the IIT Indore to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the IIT Indore at its discretion to annul the award and enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Service providers' etc.
8. In case the successful bidder fails to provide the services or breaches any terms and conditions of the contract/agreement or on sub-optimal performance, the IIT Indore reserves the right to terminate the service order and invite subsequent bidders in the order of merit for the services. The subsequent bidder so invited shall have to match the rates of the successful bidder.
9. **Payment:** 100% payment will be released, after standard deduction, through NEFT/RTGS within 30 days of submission & acceptance of the invoice with all supporting documents. The final payment will be made by the IIT Indore, only after obtaining clearance of any liabilities pending with the successful bidder. The invoice should be supported by following documents:
 - (a) Form A, B, C & D as per Labour Act 1970

- (b) Proof of submission of EPF, ESI and GST for the previous month. Copies of the challans and ECR towards remittance to be enclosed.
- (c) Proof of payment of wages done online to the bank account of the employees.
- (d) And any other proof of remittances which is part of wages/statutory obligations.
- (e) That payment on account of enhancement/ escalation charges on account of revision in wages and statutory payments like EPF/ESI contributions, and service tax levied by the appropriate Govt. (Central/State) from time to time shall be payable by the IIT Indore to the successful bidder on reimbursable basis on submission of proof of such remittances. No escalation of percentage of Bidder's Service Charges and/or cost of materials shall be admissible during the term of the contract.

10. The timeline of payment activity dates will be as per details below:

Activity	By	Timeline
Submission of work completion sheet	Bidder	1 st working day of every calendar month
Returning of verified work completion sheet	IIT Indore	3 rd working day of every month
Disbursal of Wages by bidder from his money.	Bidder	On or before 7 th of every month
Raising of Invoice	Bidder	Before 10 th of every month
Payment to the Bidder	IIT Indore	30 working days from the date of submission of Invoice with all relevant data found to be in order

11. In case of any delay in submission of the bills, the successful bidder must pay the wages of its workers on or before 7th of every month and there should be no linkage between this payment and settlement of the bidder's invoice. Any delay beyond this limit or any discrepancies in disbursement of salary will invite the agency to pay 1% compensation per day on the total amount of invoice raised to IIT Indore. In special circumstances or non-payment by the firm, payment to the staff will be made by the IIT Indore and such amount shall be recovered from the bills of the firm.
12. The cost quoted should include expenses on Salary, EPF, ESIC, Group Insurance, Uniform etc. In this regard no claim for any extra payment for any reason shall be entertained.
13. The successful bidder will be required to be governed under following acts:
- (a) The Code on Wages, 2019
 - (b) Code on Social Security, 2020
 - (c) The Industrial Relations Code, 2020
 - (d) The Occupational Safety, Health and Working Conditions Code, 2020
 - (e) Employment of Children Act, 1938
 - (f) The Workmen Compensation Act, 1923
 - (g) Industrial Employment (Stading Orders) Act, 1946
 - (h) Contract Labour (Regulation & Abolition) Act, 1970
 - (i) Payment of Wages Act, 1936
 - (j) Minimum Wages Act, 1948
 - (k) The Employees Provident Fund and MP Act, 1952.
 - (l) Employees State Insurance Act, 1948.
 - (m) Labour Laws Rules 2017 in accordance with Gazette of India GSR 154(E) dated Feb 21, 2017
 - (n) Any other act or legislation in force from time to time.
14. The hired manpower will be primarily deployed at Simrol campus; however, deployment can be done at other places too as decided by the IIT Indore.
15. Space for Store: The IIT Indore will provide space for the store for keeping machinery and cleaning materials, subject to availability. Area required should be informed to the IIT Indore well in advance. If required, store space may be created at the risk and cost of the successful bidder. Bidder to ensure that the store is maintained properly and should be ready for inspection by the IIT Indore during working hours.
16. Registers to be maintained: Registers as per Form A, B, C and D of Labour Laws, Daily Attendance Registers, Deployment Chart, Task Sheet, SOP, work instructions etc. are to be maintained properly and kept ready for inspection at all times.

17. The IIT Indore presently has various buildings and roads spanning to 16 kms. The list of buildings, along with the area in square metres, include:

Building Details	Area of Buildings in Sq. mtr.
Academic Pods (1A to 1E)	- 43405
CV Raman Hostel	- 14069
Vikram Sarabhai Hostel	- 14069
Devi Ahilya (Girls Hostel)	- 14069
Homi Jahangir Bhabha Hostel	- 14069
A.P.J. Hostel	- 14069
Carbon Building (Central Dining hall)	- 9289
Learning Resource Centre	- 9264
School Building	- 8628
Amrit Sarovar and its surroundings	- 8500
Abhinandan Bhavan (Administrative Building)	- 8365
Takshashila Classroom Complex	- 8350
Nalanda Auditorium (on need basis)	- 7996
Sports Complex	- 4257
Health Centre	- 3775
Vikramshila (Seminar Halls)	- 3360
Central Workshop building	- 2594
MRS, ESS-07A, ESS-05, ESS-02, UGT-G, UGT-B, UGT-A	- 2478
J P Narayan Centre of Excellence	- 2280
Computer & Information Technology Centre	- 2000
JC Bose Studio Apartments (Common area only)	- 2165
Central HVAC Plant	- 1685
STP & WTP	- 1450
Surroundings of Swimming Pool	- 1458
SIC Building	- 1208
Vindhyanchal Guest House	- 1170
Narmada and Kshipra Faculty Housing Complex (Common area only)	- 1166
Director's Residence cum Office	- 666
Drishti CPS Foundation Office	- 480
La' Fresco	- 414
Gate Complex (1 & 2)	- 400
Balda Farm	- 360
1 BHK Studio Apartments, 2 BHK and 3 BHK Flats (one time cleaning)	- 303
Roads	- 16 kms

18. A few other buildings are presently under construction and would be handed over to the IIT Indore in due course of time. The IIT Indore, at its discretion, may allow the successful bidder to commence the End-to-End Cleaning, Sanitation and Sanitization Solutions in the upcoming buildings at existing rate of similar buildings.

अनुभाग 5 / SECTION 5
पूर्व योग्यता मानदंड/Pre- Qualification Criteria

भाग 1 /PART 1

List of mandatory documents to be uploaded along with Technical Bid

Sl. No.	Particulars	Reference.
1.	Earnest Money Deposit (EMD) Acknowledgement	
2.	Bidder Information	As per FORM I
3.	Acceptance of Tender Terms	As per FORM II
4.	Declaration regarding clean track/ no legal action	As per FORM III
5.	Declaration of Annual Turnover, Profit & Loss and Income Tax Return	As per FORM IV
6.	Details of Previous and Current Experience	As per FORM V
7.	Letter of Consent	As per FORM VI
8.	Undertaking	As per FORM VII
9.	Pre-Bid Query Form/ Format	As per FORM VIII
10.	Performance Report	As per FORM IX
11.	Performance Security	As per FORM X
12.	Non-Disclosure Agreement (NDA)/ Third Party Non-Disclosure Agreement	As per FORM XI
13.	Integrity Agreement	As per FORM XII
14.	An affidavit duly certified by a Notary that the Partners of the service provider or sole Proprietor or Company has never been blacklisted or changed the name of the service provider or is/are not involved in any Police Case/ Vigilance enquiry pending or ever been punished by any Hon'ble Court (in original).	
15.	Declaration that the bidder is not an employee of any of the IITs, Central or State Government, Autonomous Body, R&D Labs, IISERs, CFTIs (Centrally Funded Technical Institutes) or PSUs	

Note:

1. Non-submission of all the documents mentioned above, except for the Integrity Agreement (to be submitted only if applicable), by the bidder will amount to non-eligibility for this tender and its bid shall be liable to be rejected summarily.
2. Formats have been made available for the convenience of bidders. No change should be made to these formats except filling-up details sought. In case any change is made in the format, it shall be treated as unauthorized and such tender will stand automatically disqualified.

भाग 2 / PART 2**कार्य का सेवा दायरा / Scope of Work****Tasks to be conducted daily**

1. Cleaning of offices, labs, classrooms, halls, corridors, passages, staircases, common area, pantries, grills, and other areas with branded disinfectants/chemicals as mentioned in **other conditions - para 3**. This includes mopping of floors, cleaning of Carpets, furniture, fixtures and items placed in the area. The area also includes the adjacent area, extensions etc.
2. **Toilets**. Cleaning of toilets, sanitary fittings & mirrors and fixtures at least thrice daily with branded disinfectants/chemicals as mentioned in **other conditions - para 3** and maintaining the toilet floor dry at all times. Checking of flush system of toilets every day. Naphthalene Balls/ Urinal Screen, Air Freshener, Liquid Soap/ Hand Wash and Paper Rolls are to be provided on daily basis at all toilets.
3. Cleaning of glass panes on doors, windows & partitions.
4. **Garbage**. Collection of garbage/ waste from dust bins and disposal at the designated location. Disposal of biohazard wastes as per IIT Indore policy and with meeting the compliances. Disposal of construction waste and debris on requirement basis.
5. **Roads**. Machinery enabled daily road cleaning with sweeping of Pathways, Garden, Footpath, Parks, Parking place, Playgrounds, Boundary Walls and other such associated areas.
6. **Fresheners**. Spray of prescribed branded Room fresheners in all rooms twice a day.
7. Disinfection and waste disposal of Health Centre as per Indian Medical Standards.

Tasks to be conducted weekly

1. Cleaning of all drains, sewer lines, chambers and manholes etc.
2. Cleaning of all Cobwebs.
3. Thorough cleaning of roof top/ terrace/ rainwater spouts of all the buildings.
4. Thorough cleaning of electric panels and server rooms in the presence of technicians.

Tasks to be conducted monthly

1. Cleaning and disinfection of water coolers.
2. Cleaning/ washing/ dusting door foot mats.
3. Cleaning of Fans, Lights, Speakers, Wall Fixtures and ACs.
4. Cleaning of fountains of the entire campus.
5. Cleaning of false ceiling.
6. Cleaning of Sofa Sets.

Tasks to be conducted quarterly

1. Mechanized Cleaning of underground, overhead tanks & other water tanks.
2. **Facade Cleaning**: Cleaning of the glass and glass panes of all the buildings from exterior by using scaffoldings with Spiderman method.
3. **Training of Housekeeping Personnel**: Provide training of housekeeping personnel with well-designed training modules and feedback to IIT Indore. The training module should cover topics of comprehensive cleaning, proper and safe handling of chemicals & fragile items, cleaning of fragile and other equipment, safety precautions while handling the heavy machinery, use of signages, cleaning machine operating training, health and safety, communication, grooming etc. The service provider will ensure that the proper training should be imparted for the safe handling of medical wastes and allied hospital items during cleaning of the health center.

Note:

1. The IIT Indore may, in addition to the above-mentioned works, assign other works as deemed fit.
2. The frequency of the services might alter during special occasions like convocation, orientation and registration, seminars, and conference etc. would need more frequency of the tasks.

भाग 3 / PART 3
OTHER CONDITIONS

1. Items, as approved by the IIT Indore, to be provided by the successful Bidder are as follows:
 - (a) Consumables like Dusters, Dry Mop, Wet mop, washing powder, detergent/detergent soap, Liquid Toilet Cleaner, Liquid Cleaner Glassware, Liquid Floor Cleaner, Acid, Furniture Polish, Scrubbing Pad, Steel Scrubber, Phenyl White, Floor wiper (small & big), Toilet cleaning brush, Spray cans, Dust pans, handwash plastic mugs, hockey brush, wipers, toiletries etc / Chemicals/ detergents/ disposables/disinfectants, aer pockets and other stores related to sanitation & housekeeping.
 - (b) M-Fold dispensers, Hand Wash dispensers, Tissue Paper dispensers, Room freshener and Hand Dryer machines.
 - (c) All toiletries including hand towels, paper napkins (M-fold/ C-fold/ Toilet Roll), liquid hand soap, toilet rolls/ GRD air freshener and tissue boxes, Urinal Screen Guard, Urinal cubes, refilling of soap dispensers, refilling of M-Fold dispensers and refilling of other toiletries of approved make after daily check-ups in the morning, afternoons and on call basis during daytime.
 - (d) All necessary consumable items including Naphthalene balls, door mats.
 - (e) Separate Steel dustbins for different types of waste including medical and biological waste with Garbage Polybags big and small (Bio-degradable) and dustbins with lid (2 for each ladies washroom).
 - (f) Separate mopping and sweeping items for critical areas in Health Center to avoid spread of infection.
2. The list of machines/ equipment to be used for the services is mentioned below. The number of machines to be deployed is to be decided on a requirement basis.
 - (a) Single Disc Scrubber Machine for floor cleaning, having power 1.5 to 2 HP with 165-175 RPM.
 - (b) Electric operated walk behind auto scrubber drier machine with clean water tank capacity between 40-45 litres and dirty water tank capacity between 50-60 liters and brush cleaning width between 500-550 mm for floor cleaning
 - (c) Cold-water high-pressure jet machine between 150-180 pressure bar with motor power between 2800-3000 watt
 - (d) Foaming and rinsing machine for washroom cleaning
 - (e) Hydraulic industrial ladder machine
 - (f) Double bucket mop wringer trolley with 40 litres capacity
 - (g) Caution signages for toilets, floors and offices
 - (h) Double motor industrial vacuum cleaners between 50-60 litres tank capacity
 - (i) Mini scrubber drier with clean water capacity between 10-12 litres and dirty water capacity between 12-15 litres along with brush width between 12-15 inches for laboratory areas and lab cleaning
 - (j) Façade cleaning with spider kit for cleaning of high-rise buildings.
 - (k) Battery operated ride-on scrubber drier machine with clean water tank capacity between 90-100 litres capacity and dirty water tank capacity between 100-110 litres along with double scrubbing brush.
 - (l) Battery operated industrial road sweeping machine with water tank capacity between 80-100 liters and dust hopper capacity between 250-350 liters along with standard double-sided brush which has sweeping width between 1800-2000 mm and dual water sprayer and battery back should be minimum 4-5 hours for road cleaning.
 - (m) 3-in1 carpet cleaning machine with clean water capacity between 15-20 liters and dirty water capacity between 20-25 liters along with roller brush width between 40-45 centimeters.
 - (n) 3 speed air blowers with motor power between 800-1000 watt
 - (o) Fogging/Mist machine for disinfection
 - (p) Any other equipment for enhancement of standard of cleaning and sanitation.
3. The list of brands for cleaning chemicals and cleaning materials to be used for the services is mentioned below:
 - (a) Brands for cleaning chemicals – Johnson Diversey / DynaChem / Buzzil Rosary / Ecolab or as approved by the IIT Indore.
 - (b) Brands for cleaning materials – Godrej Consumer Products Ltd., Charnock, Salvia, Gala, Kibble, Odonil or as approved by the IIT Indore.
4. The work methodology to be adopted are as follows:

- (a) The services shall start by 07:00 a.m. and all dusting/ cleaning/ moping work of offices and labs must be completed before 09:00 a.m.
- (b) Clear instructions on the nature of work with necessary Safety and Hygiene standards should be provided to the manpower.
- (c) Housekeeping staff who have knowledge of handling medical waste will only be deployed in Health Center.
- (d) The services should be carried out in a scientific modern, economical and automated way with minimum manpower.
- (e) Machinery/ Equipment used at the IIT Indore should not be older than 2 years at the time of commencement of work.
- (f) Janitor's trolleys must be used for transportation of cleaning material and consumables.
- (g) Cleaning schedule for regular work and for specific occasion should be coordinated with the nodal person of the IIT Indore and deployment should be made accordingly.
- (h) Maintenance of proper registers/records for the jobs carried out on daily, weekly and monthly basis.
- (i) Waste segregation at source and disposal to the waste collection site inside the campus. Mixed waste which is not segregated at source will have to be segregated and disposed of by the successful bidder at their cost.
- (j) Sanitary napkins and diapers are to be disposed off separately.
- (k) On completion of daily tasks, housekeeping staff and the Supervisor should obtain the signature of users on Checklist. Format of the checklist will be provided by the IIT Indore.
- (l) Reports on the cleaning should be made to the IIT Indore Housekeeping Office daily.
- (m) Any work should be done under supervision by the Supervisor whose role is defined subsequently.
- (n) Shifting of material from one place to another.
- (o) Any other task pertaining to cleaning, sanitation and sanitization solutions assigned by the IIT Indore authorities as general and special condition.

5. The successful bidder will be required to follow as mentioned below with regards to manpower:

- (a) Category: Trained & skilled manpower should be deployed at the IIT Indore. The managers would fall under the category of skilled manpower, Supervisors under Semi-Skilled and other staff under Unskilled category.
- (b) Verification of Character & Antecedents and Medical Fitness: Police Verification and Medical Fitness is a must for all workers deployed at the IIT Indore. In case anyone is found medically unfit or is having any case pending or pronounced guilty in any case, he/she should not be deployed at the IIT Indore. Charges for the same are to be borne by the successful bidder.
- (c) Wages: The successful bidder shall pay his workers during the tenure of the contract, wages not less than the minimum wages fixed by the Central Govt. from time to time and all other statutory dues like EPF, ESI, bonus, etc., where minimum wages are applicable. The wages have to be remitted online into the bank account of the workers on or before 7th of every month. In case, the successful bidder fails to make timely payments to its employees, or any employee of the successful bidder reports to the IIT Indore either in writing or verbally regarding non-payment of wages/dues, the IIT Indore on being satisfied of the complaints shall pay the employees of the successful bidder directly, and suitable deductions shall be made from the amount to be paid to the successful bidder. This will invite penalty as mentioned in Para 11 of Special Terms and Conditions.
- (d) Uniforms: 02 (two) complete sets of Uniforms are to be provided to the workers (both male and female) including Shoes, Gloves, Face Masks, Safety Goggles, Cap, Raincoat, Safety Shoes & Safety Helmet (as per the work requirement). The quality and standard of the uniform should be good and approved by the IIT Indore. These are to be provided to the workers free of cost. In case of non-provision of uniform or any lapse in the quality, the IIT Indore will provide the same at risk and cost of the successful bidder.
- (e) Identity Cards: Identity cards are to be issued to each manpower after getting them verified by the IIT Indore. Entry to the IIT Indore without I-cards is not permitted.
- (f) Supervisors: Adequate number of supervisors should be deployed so as to ensure the standard services. They would be responsible to ensure efficient and timely execution of the contract (daily work completion sheet, grant of weekly off, discipline, cleanliness of the IIT Indore, manage work, interaction with officer-in-charge for day-to-day work). They would be the point of contact for any complaints & instructions.

- (g) **Insurance:** The successful bidder shall provide contribution-based Group term Insurance cover for any kind of death, permanent disabilities, and critical illness for all the employees. In addition, a Group Health Insurance scheme for employees not covered under the ESIC scheme, is also to be provided.
- (h) **Safety:** The successful bidder will be fully responsible and accountable for the safety of their workers deputed at the IIT Indore. In case of any accident or mishap, the successful bidder would be liable to pay claims made by these victims. The Bidder shall indemnify the IIT Indore from any claims arising out of accidents, disabilities of any nature or death or arising out of provisions under law, or any other nature in respect of all workers engaged by the Bidder. The bidder will fully indemnify IIT Indore against all claims in this regard.
- (i) **Services:** The service of the workers should be planned on a shift basis so as to ensure that the services are available throughout the day. Weekly off as mandated by the labour norms should be provided. The successful bidder to ensure that at least one housekeeping staff is available at the Health Center round the clock in addition to the staffing of Health Center during working hours.
- (j) **Demeanor:** The workers deployed by the Bidders shall maintain personal hygiene and wear prescribed uniform while on duty. They should be well disciplined and be polite with good behavior. In case of any complaint or any unusual behavior of the worker, he/she should be replaced within 24 hours after receipt of intimation from the IIT Indore.
- (k) Standard procedures for recruitment and training should be followed. No additional expenditure towards any overhead such as enrollment charge, registration fee is to be recovered from the employees.
- (l) None of the staff of the successful bidder shall carry any private work of the employees of the IIT Indore during working hours or otherwise.
- (m) The staff of the successful bidder shall be liable for security searches during the course of work and at the time of entry and/or leaving the campus.
6. **Waste Management policy:** IIT Indore Waste Management Policy should be strictly adhered to Waste collection and segregation should be done at source and different categories of waste should not be mixed at any cost. The collected waste is to be disposed of at the defined location by the IIT Indore.
7. **Penalty Amount:** The penalty charges for non-compliance of the terms and conditions as mentioned in this tender and agreement is as follows:

Sr No	Shortage/ Defaults	Amount of Penalty
(a)	Shortage in Housekeeping Staff (less than the minimum numbers on any given day)	Number of HKS x Daily wage Rate x 2
(b)	Issues related to consumables like Non-Use/ Shortage or using unbranded/Substandard Material etc.	₹2,000/- per instance
(c)	Employees without uniform/with untidy uniform	₹1,000/- per staff
(e)	Unserviceable Machinery	₹2,000/- per day per machine
(f)	Improper cleaning of any area	₹1,000/- per instance
(g)	Unavailability of complaint registers and other registers or discouraging the complaints	₹1000/- per incident
(h)	Absence of Supervisors from work without information	₹2,000/- per incident
(i)	Any other non-compliances of the agreement	₹5,000/- per incident

8. All statutory licenses required to carry out the services are to be obtained by the successful bidder at its own cost and the IIT Indore will not be held responsible for such lapses. This includes obtaining labour license from the Jurisdictional Labour Commissioner to engage the Contract Labour/Personnel as per Contract Labour (Regulation & Abolition Act) 1970 within a period of one month from the date of award of contract.

भाग 4 / PART 4**मूल्यांकन के मानदंड / Technical / Pre-Qualification/ Presentation Evaluation Criteria****Mandatory Eligibility and Experience of the Bidder**

1. The bidder should be a registered firm having all valid licenses including Employee Provident Fund Act, ESI Act. etc.
2. The bidder should have experience of having executed/ completed similar works during the last 5 years commencing on 01.04.2018 and ending on 31.03.2023 in CFTIs, AIIMS, Central/ State Govt., Autonomous Body, PSU, Government R&D organizations, and Corporate Houses.
3. The bidder should be an individual organization. Consortiums are not allowed to bid.
4. The annual turnover for the last three Financial Years (FY) in the business of housekeeping services i.e. 2020-21 to 2022-23 should not be less than ₹3 crores per FY.
5. The total number of manpower deployed by the bidder in a single Institution/ Organization should not be less than 75 in the last 02 Financial Years. In addition, the bidder should have at least 200 Nos. of captive manpower on his payroll on the day of filing the tender.
6. The bidder should have any one of the following ISO Certification i.e. 9001:2015 or 14001:2015 or 45001:2018.
7. The bidder should have a valid labour license and license for storing chemicals including Hospital Waste Management (other than Bio Medical Waste) services as applicable.
8. The bidder should hold a valid PAN and GST/Service tax number. Attach copies of the same.
9. The bidder should not have a record of poor performance such as abandoning work, not properly completing the contract, or financial failures/ weaknesses, unsatisfactory performance etc.
10. The bidder should not have been banned/ blacklisted/ de-listed by any organization/ government agency/ quasi-government agency/ PSU/ Autonomous Body to participate in their tenders in the last 05 years and no bankruptcy/ liquidation proceedings have been initiated against it by any entity/ government or quasi-government agency or PSU. The bidder must give an undertaking for the same.

Bidders not meeting the above-mentioned eligibility and experience criteria/ conditions need not apply and if applied, will be disqualified.

Scoring Methodology

Sl. No.	Particulars	Documents Required	Score
1.	Experience in Housekeeping Services in CFTIs, AIIMS, Central/ State Govt., Autonomous Body, PSU, Government R&D organizations and Corporate Houses.	Relevant documents in support of claim with self-certification including Form V .	5 to 7 years - 06 > 7 years - 08 > 10 years - 10
2.	Annual turnover for the last three Financial Years (FY) in the business of housekeeping services i.e. 2020-21 to 2022-23 should not be less than ₹3 crores per FY.	Balance sheet with profit & loss Accounts figures duly certified by the Chartered Accountant/ Company Secretary.	₹3 to 5 Crores per FY - 06 > ₹5 to 8 Crores per FY - 08 > ₹8 Crores per FY - 10
3.	The total number of manpower deployed in a single Institution/ Organization should not be less than 75 in the last 02 Financial Years.	Submit Form 9 of EPF & Form No. 5 of ESIC Return of Contribution with employee name and agency name for proof.	75 to 100 - 06 101 to 200 - 08 >200 - 10
4.	Should have at least 200 Nos. of captive manpower on his payroll on the day of filing the tender.	Submit Form 9 of EPF & Form No. 5 of ESIC Return of Contribution with employee name and agency name for proof.	200 to 250 - 06 250 to 400 - 08 >400 - 10
5.	Performance Certificate from any 2 CFTIs, AIIMS, Central/ State Govt., Autonomous Body, PSU, Government R&D organizations till the preceding month of issue of Tender from current employers.	Relevant documents in support of claim with self-certification including Form IX to be submitted.	Excellent - 10 Very Good - 08 Good - 06 Fair - 00 (marks are for each certificate subject to a max of 2 certificates)
6.	Submission of all documents along with supporting evidence as per Section-V, Part – I (No marks would be awarded, if any one of the documents with supporting evidence is missing or incomplete)		10
Total Technical Marks (X)			70

1. The **minimum score** for qualifying in the technical evaluation is **40** out of **70**, considered as **X**. Tender of Bidders who are unable to achieve the minimum score in the technical evaluation, as mentioned above, will be rejected.
2. Bidders who achieve the minimum score or above in the technical evaluation will only be called for presentation. **Bidders who do not respond or come for the presentation will be disqualified.** The presentation will be awarded marks on a scale of **30**, considered as **Y**. If required, the technically qualified bidders may be asked to demonstrate the housekeeping methodology in the IIT Indore's campus along with the equipment and representative during the time of presentation.
3. The Technical Bid Score will be a total of marks obtained in technical evaluation and presentation, as mentioned below:

$$\text{Technical Bid Score (TBS)} = X + Y$$

4. Subsequently, financial bids of only those bidders will be opened who have scored the minimum score or above in technical evaluation and attended the presentation.
5. **Evaluation of Financial Bid:** The rates quoted by the bidders as per the Financial Bid Format will be evaluated and compared. Lowest Rate i.e. L1 for each serials/ description as provided in Financial Bid Format would be given maximum score and subsequent higher rates would be scored by reducing 10% of maximum score till L5 i.e. L1-100%, L2-90%, L3-80%, L4-70%, L5 & above-60%. The numerical value arrived so would be considered for two decimal places. The summation of scores of all serials/ description will be considered as Financial Score.

Financial Score	Marks
L1	100
L2	90
L3	80
L4	70
L5 & Subsequent	60

6. **Overall Evaluation of Bids:** The overall evaluation of bids shall be done using the QCBS model. The final score (FS) shall be calculated based on the formula:
- Final Score (FS) = 70% of (TBS) + 30% of (FBS)**
7. **Award Criteria:** The Bidder achieving the highest Final Score (FS) will be declared qualified and the work shall be offered to this bidder.
8. **Tie-Breaking Clause:** In case two or more bidders score equal marks in the Final Score then the following criteria will be adopted in order of merit:
- (a) Annual value of turnover: Bidder having larger turnover will be given preference.
 - (b) Value of similar works executed: Bidder having a greater number of cases handled in High Court will be given preference.
 - (c) In the case of equal on (a) & (b) above, the bidder having a greater number of services with Government, PSUs, Autonomous Body will be considered.
9. **Notification of Award:** Prior to the expiry of the period of validity, the IIT Indore will notify the successful Bidder in writing by e-mail, that its bid has been declared qualified.

अनुभाग 6 /SECTION 6
वित्तीय बोली / Financial Bid

1. The price bid shall comprise of techno commercial bid on the Bidder's Letter Head.
2. The prices once accepted by the IIT Indore shall remain valid till the successful expiry of the contract period and the work fully effected and accepted. The IIT Indore shall not entertain any increase in the rates during the period. However, in the event there is a reduction or increase in Government levy/duties/taxes during the period of execution of the order, the rates shall be suitably adjusted with effect from the date notifying the said reduction or increase in the Government levy/taxes/duty, if any.
3. The below mentioned financial bid format is provided as BoQ along with this tender document at <http://eprocure.gov.in/eprocure/app>.
4. Bidders are advised to download this BoQ.pdf and quote their offer/rates in the permitted column and upload the same in the commercial bid. No alteration in the format provided should be made (separate sheet if required may be attached in the same format). In case, if the same is done, then the tender will be rejected.
5. The tender shall remain valid for acceptance for **180 days**, from the date of tender opening.
6. It is strongly advised that the prospective bidders visit the campus before quoting the final price.
7. The format of financial bid is as follows:

Month wise quotation is invited for End-to-End Cleaning, Sanitation and Sanitization for IITI in the given format below.

End-to-End cleaning for grouped buildings month wise.

Sl. No.	Name of Groups and Buildings Included	Area (in Sqm)	Minimum Manpower Deployment (Nos.)	Total Manpower Cost	Equipment Cost	Consumables Cost	Total Cost (Inclusive of Tax)
1.	Academic Blocks	POD 1A to 1E	43405				
		Takshashila Classroom Complex	8350				
		Learning Resource Center	9264				
		Vikramshila (seminar halls)	3360				
		Nalanda Auditorium (on need basis)	7996				
2.	Residential Blocks	JC Bose Studio Apartments (common area only)	2165				
		Narmada and Kshipra Faculty Housing Complex (common area only)	1166				

		Vindhyachal Guest House	1170					
3.	Office Blocks	Abhinandan Bhavan (Administrative Building)	8365					
		Director's Residence cum Office	666					
		Computer & Information Technology Centre	2000					
		Drishiti CPS Foundation Office	480					
4.	Hall of Residences (Hostels)	A.P.J Hall of Residence	14069					
		Homi Jahangir Bhabha Hall of Residence	14069					
		Devi Ahilya Hall of Residence (Girls Hostel)	14069					
		Vikram Sarabhai Hall of Residence	14069					
		CV Raman Hall of Residence	14069					
5.	Research Centers	SIC Building	1208					
		Central Workshop Building	2594					
		J P Narayan	2280					

		Centre of Excellence						
6.	Sub-stations and Plants	Central HVAC Plant	1685					
		STP & WTP	1450					
		MRS, ESS-07A, ESS-05, ESS+-02, UGT-G, UGT-B, UGT-A	2478					
7.	Sports, Health Centre and Dining Facilities	Sports Complex	4257					
		Surrounding s of Swimming Pool	1458					
		Health Centre	3775					
		Carbon Building (Central Dining Hall)	9289					
8.	Roads and Pathways	Roads	16 kms.					
9.	Others	Gate complex (1 &2)	400					
		La' fresco	414					
		Balda farm	360					
		Amrit Sarovar and its surrounding s	8500					
		School Building	8628					
		1 BHK Studio Apartments, 2 BHK and 3 BHK Flats (one time cleaning)	303					
10.	Commercial Units							
Total Service Charge =								

प्रपत्र - 1 / FORM - I**बोलीदाता सूचना प्रपत्र****Bidder Information Form***(To be submitted on Service Provider/ Company Letterhead)*

1.	Name of the Organization	
2.	Registration Number	
3.	Manufacturer/ Distributor for the quoted product, if applicable	
4.	Registered Address with Pin code	
5.	Name of Director/ Partner(s)	
6.	Year of Establishment	
7.	Legal Status of the Organization (tick on appropriate option)	1. Limited Company 2. Undertaking 3. Joint Venture 4. Partnership 5. Others (In case of others, please specify)
8.	Category of the Organization	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)
9.	Contact Name, Email Id & Mobile No.	
10.	Bank Details	Name of Beneficiary : A/c. No. CC/CD/SB/OD: Name of Bank : IFSC NO. (Bank) : Branch Address and Branch Code:
11.	PAN No. of the Organization (copy should be enclosed)	
12.	GST No. of the Organization (copy should be enclosed)	
13.	EPF Registration No. of the Organization (copy should be enclosed)	
14.	ESI Registration No. of the Organization (copy should be enclosed)	
15.	Professional Tax Registration No. of the Organization (copy should be enclosed)	
16.	LWF Registration No. of the Organization (copy should be enclosed)	
17.	Labour Registration No. of the Organization as per CL&RA Act 1970 (registration copy should be enclosed)	

Date:

Place:

Company Seal

Authorized Signatory

Name:

Designation:

Contact No.:

प्रपत्र - 2 / FORM - II**निविदा शर्तों की स्वीकृति हेतु/ Acceptance of Tender Terms***(To be submitted on Service Provider/ Company Letterhead)*

Date: DD/MM/YYYY

To,
The Registrar
Indian IIT Indore of Technology Indore
Khandwa Road, Simrol
Madhya Pradesh - 453552

Sub: Acceptance of Tender No. (this tender number) dated (this tender date)

1. I/ We have downloaded/ obtained this tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely: _____.
2. I/ We hereby certify that I/ we have read the entire terms and conditions of this tender from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc), which form part of the contract agreement.
3. I/ We hereby unconditionally accept the tender conditions of above-mentioned tender and its corrigendum(s) (if any) in its totality / entirety. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of bid.
4. I / We do hereby declare that our firm has not been blacklisted/ debarred by any Govt. Department/Public Sector Undertaking/ Organization.
5. I / We do hereby declare that the prices quoted in our bid are inclusive of taxes, if not mentioned specifically.
6. I/ We agree to keep this offer open until **180 days** from the date of opening of the tender and shall be bound to provide the said services till the specified period.
7. I/ We agree that, in case, if we fail to provide the services as per the terms and conditions of this tender and agreement, then the IIT Indore has full power to deduct liquidated damages or forfeit the Bid Security/ EMD or take any necessary action as deemed fit.
8. I/ We declare that no legal/ financial irregularities are pending against the proprietor/ partner of this firm.
9. I/ We do hereby confirm that the prices/ rates quoted are fixed and are not higher than that approved by any other Govt. of State/ Central/ Institute/ Department/ PSUs during the current Financial Year. I/ We also offer to provide the services at prices and rates not exceeding those mentioned in the price bid.
10. I/ We do hereby confirm that I/ We are aware of the provisions of "Make in India"/ Startup initiatives and directives regarding Price Preference Policy to Make in India Registered Bidders. I/We undertake to follow the same as per directions of the IIT Indore in respect of this E-Bid Enquiry.
11. I/ We undertake that we shall be 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 the IIT Indore.

(Signature of the Bidder, with Official Seal)

प्रपत्र - 3 / Form - III

स्वच्छ छवि/कोई कानूनी कार्रवाई नहीं होने के संबंध में घोषणा पत्र
DECLARATION REGARDING CLEAN TRACK/NO LEGAL ACTION
(To be submitted on Service Provider/ Company Letterhead)

I hereby certify that my firm has neither been blacklisted/ debarred by any Institution of the Central or State Government, Govt. Departments/PSUs/Autonomous Bodies or concerned Bar Council in the last five years from the date of publishing of this tender and no bankruptcy/liquidation proceedings have been initiated against my firm by any entity/government or quasi-government agency of PSU.

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

Date:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:

Company Seal

Or

I/we declare the following:-

No.	Country in which the company is debarred / blacklisted / case is pending	Blacklisted / debarred by Government / Semi Government Organizations / Institutions	Reason	Since when and for how long

In case the above information is found false I/we are fully aware that the tender/contract shall be liable to be rejected/cancelled by the IIT Indore and EMD / SD shall be forfeited.

In addition to the above, IIT Indore will not be responsible to pay the bills for any completed / partially completed work.

Date:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:

Company Seal

(NOTE: In case the company/firm was blacklisted previously, please provide the details regarding the period for which the company/firm was blacklisted and the reason/s for the same)

प्रपत्र – 4 / FORM - IV**वार्षिक कारोबार की घोषणा और इनकम टैक्स रिटर्न****DECLARATION OF ANNUAL TURNOVER, PROFIT & LOSS AND
INCOME TAX RETURN***(To be submitted on Service Provider/ Company Letterhead)*

To,
The Registrar
Indian IIT Indore of Technology Indore
Khandwa Road, Simrol
Madhya Pradesh - 453552

Date: DD/MM/YYYY

Sub: NIT No. _____

Dear Sir,

I/we hereby declare that the details of our firm's for Annual Turnover and Profit & Loss is as mentioned below, and the documentary evidence of the Audited Accounts is placed as enclosure:

Financial Year	Turnover	Profit & loss	Remarks
2020-2021			
2021-2022			
2022-2023			

I/we hereby also declare that our firm had filed Income Tax Returns for the last three financial years and the filed copies of IT Return are enclosed.

My PAN No., GST Regn. No. are as follows:

PAN –
GST –

Date:

Authorized Signatory

Place:

Name:
Designation:
Contact No.:

Company Seal

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 after opening of technical bids. There is no need to upload an entire voluminous balance sheet.

प्रपत्र – 5 / FORM - V**पिछले और वर्तमान अनुभव का विवरण****DETAILS OF PREVIOUS & CURRENT EXPERIENCE***(To be submitted on Service Provider/ Company Letterhead)*

To,
The Registrar
Indian IIT Indore of Technology Indore
Khandwa Road, Simrol
Madhya Pradesh - 453552

Date: DD/MM/YYYY

Sub: NIT No. _____”

Dear Sir,

Details of previous and current experiences with the clients are furnished below:

Name of the Client and full address	Order No. and Date	Description of the services offered	Telephone and Email id of the client	No. of Manpower Deployed	Tenure of contract	Value of contract

Date:

Place:

Company Seal

Authorized Signatory

Name:

Designation:

Contact No.:

प्रपत्र – 6 / FORM - VI**सहमति – पत्र / Letter of Consent***(To be submitted on Service Provider/ Company Letterhead)*

Tender Ref. No. _____

Date: DD/MM/YYYY

To,
The Registrar
Indian IIT Indore of Technology Indore
Khandwa Road, Simrol
Madhya Pradesh - 453552

Name of Work: “End-to-End Cleaning, Sanitation and Sanitization Solutions for IIT Indore”

Dear Sir,

1. I/ We understand the nature and quantum of work to be carried out. I/ We have read the various conditions to tender including general conditions and hereby agree to abide by the said terms and conditions. I/ We also agree to keep this tender open for acceptance for a period of 180 days from the date of opening of Tender.
2. In case, the tender is withdrawn within the validity period or the contract if awarded is not accepted, I/ We understand that my/ our “Earnest Money Deposit” submitted along with the tender will be liable for forfeiture. The rate quoted is firm and I/ We will execute the work as per the rates quoted in the attached schedule and hereby bind myself/ ourselves to carry out the work during the entire contract period as per the letter of acceptance of the tender/ contract.
3. I/ We also hereby agree to abide by the rules and regulations of the IIT Indore, general conditions of the contract as amended from time to time and to carry out the work according to the conditions of the contract laid down by the IIT Indore.
4. A sum of Rs..... (Rupees.....) only is hereby forwarded as Earnest Money Deposit (EMD) via online. The full value of EMD shall stand forfeited without prejudice to any other right to remedies if I/ We do not execute the contract document within 7 (seven) days after getting information from the IIT Indore, or I / We do not commence the work within 15 (fifteen) days after getting information from the IIT Indore.
5. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us, subject to modifications, as may be mutually agreed between us and indicated in the letter of acceptance of my/ our offer for this work.

Date:

Authorized Signatory

Place:

Name:

Designation:

Contact No.:

Company Seal

Note: The formats have been made available in the word format in the document titled 'Annexures'. The format may also be downloaded; no change should be made by the tenderers except filling up details. In case any change is made in the contents of the formats, except filling -up details, it shall be treated as unauthorized and such tender will stand automatically disqualified.

प्रपत्र – 7 / FORM - VII**उपक्रम का प्रपत्र / FORM OF UNDERTAKING***(to be submitted by the successful company/agency before deployment of manpower)*

Tender Ref. No. _____

Date: DD/MM/YYYY

To,
The Registrar
Indian IIT Indore of Technology Indore
Khandwa Road, Simrol
Madhya Pradesh - 453552

Name of Work: “End-to-End Cleaning, Sanitation and Sanitization Solutions for IIT Indore”

We hereby declare that the advertisement inviting applications for deployment of Housekeeping Manpower and Machineries at IIT Indore has been published in _____ newspaper dated _____ exclusively and wide publicity has been given. The candidates have been evaluated with regard to the qualitative requirement as mentioned in the published invitation of application.

We will be liable to appropriate action as per the contract in case of any short-comings omission and commission.

SIGNATURE OF THE BIDDER OR HIS AUTHORIZED
SIGNATORY

ADDRESS WITH SEAL OF THE AGENCY /FIRM

प्रपत्र – 8 / FORM - VIII**बोली-पूर्व प्रश्न प्रपत्र****PRE-BID QUERY FORM***(To be submitted on Service Provider/ Company Letterhead)*

Name of the Bidder: _____

Address: _____

Email ID: _____

Contact No.: _____

Sl. No	Reference of the Clause No. of the Tender Document	Query/Clarification/Deviati on sought	Clarification/Response from IIT INDORE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

प्रपत्र - 9 / FORM - IX**सरकारी / अर्ध-सरकारी / स्वायत्त संगठन में प्रदान की गई****हाउसकीपिंग सेवाओं के लिए प्रदर्शन रिपोर्ट****Performance Report for Housekeeping Services provided in
Government/ Semi-Government/ Autonomous Organizations***(To be issued by the organization where facility is being provided)*

1. Name of the Owner:
2. Name of the Company/Service Provider & Address:
3. Name and address of the organization where housekeeping services are provided:
4. Name and contact no. of the person in the organization for verification:
5. Date of award of contract:
6. Date of expiry of license/completion of contract:
7. Value of work in Contract:
8. Performance Report: Please tick/circle the correct option.

(a)	Quality of service	Excellent/Very Good/Good/Fair
(b)	Resourcefulness	Excellent/Very Good/Good/Fair
(c)	Behaviour and Attitude	Excellent/Very Good/Good/Fair
(d)	Redressal of complaints and Promptness	Excellent/Very Good/Good/Fair

Seal of the Organization

Signature of the Organization's Official
Designation:

Date:

प्रपत्र - 10 / FORM - X**परफॉरमेंस सिक्योरिटी प्रारूप / PERFORMANCE SECURITY FORMAT***(To be submitted on Service Provider/ Company Letterhead)*

To,

.....

WHEREAS (name and address of the service provider) (hereinafter called "the service provider") has undertaken, in pursuance of contract no. Datedto supply (description of goods and services) (hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the service provider 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 service provider such a bank guarantee:

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the service provider, 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 service provider 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 service provider(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 made by us under this bond shall be a valid discharge of our liability for payment thereunder and the service provider(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 service provider 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 service provider 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:.

प्रपत्र - 11 / FORM - XI**गैर-प्रकटीकरण समझौता (एनडीए)/तृतीय पक्ष गैर-प्रकटीकरण समझौता****Non-Disclosure Agreement (NDA)/ Third Party Non-Disclosure Agreement***(To be submitted on Service Provider/ Company Letterhead)*

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with IIT Indore on contract is confidential and that the nature of the business of the IIT Indore is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the IIT Indore. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting of but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data.

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return all documents and property of IIT Indore to IIT Indore, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to IIT Indore's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes, or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the IIT Indore and are reasonable given the nature of the business carried on by the IIT Indore. I agree that this agreement shall be governed by and construed in accordance with the laws of the country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at _____, this ____ day of, 20____.

Date:

Authorized Signatory

Place:

Name:
Designation:
Contact No.:

Company Seal

प्रपत्र – 12 / FORM – XII**समग्रता समझौता****INTEGRITY AGREEMENT**

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

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

BETWEEN

IIT Indore, represented through Registrar, 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:
 - (a) 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.
 - (b) 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.
 - (c) 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 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)

3. 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.
4. 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 service provider, 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 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 participates 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.
5. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
6. The Bidder(s)/Contractor(s) will not, directly or through any other person or service provider indulge in fraudulent practices means a wilful 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.
7. The Bidder(s)/Contractor(s) will not, directly or through any other person or service provider 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:

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 conforming 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 an 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

1. 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.
2. 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 Headquarters 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.
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 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/Contract documents with regard to 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:

Assistant Registrar (MMS), IIT INDORE
Date & Place:

सहायक कुलसचिव
(सामग्री प्रबंधन विभाग)

WITNESSES: Assistant Registrar
(Materials Management Section)

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

2.
(Signature, name and address)

BIDDER Signature with Seal
Date & Place:

WITNESSES:

1.
(Signature, name and address)

2.
(Signature, name and address)