



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

**For Supply and Installation of Customized High Quality Bench
(Furniture) at Indian Institute of Technology, Indore**

Tender for Supply and Installation of Customized High Quality Bench (Furniture)
at Indian Institute of Technology, Indore

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भारतीय प्रौद्योगिकी संस्थान, इंदौर
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Indian Institute of Technology Indore
Simrol, Khandwa Road, Indore- 453552

दूरभाष: 91- 0731-6603100 Ext 3159

Tel.: 91-0731-6603100 Ext 3159

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**Tender Document for Supply and Installation of Customized High Quality Bench
(Furniture) at Indian Institute of Technology, Indore**

Online Quotations are invited by IIT Indore (in Two Bid System) from the respective Original Furniture Manufacturers (OEM) their Authorized Distributors/ Dealers/Firms etc. for Supply and Installation of Customized High Quality Bench (Furniture) at Indian Institute of Technology, Indore with "PART A" as Technical Bid and "PART B" as Financial Bids. The details are as follows:

Sl. No.	<u>NIT No.</u>	Name of the Item	Qty.	EMD (in INR) - Online
01.	212	Customized High Quality Bench	1300	Rs.6,50,000.00 (Rupees Six Lakh Fifty Thousand Only) Online EMD Submission: Bidder can submit their EMD online by visiting to the below link: https://www.onlinesbi.com/sbicollect/icollecthome.htm

***NIT No.212 should be mentioned for the purpose of EMD Submission and the Tender No. should be referred for bid submission/communication etc.**

Note:

- I. Tender Documents with detail terms & conditions can be downloaded from our website: http://www.iiti.ac.in/tender_mms.php & <https://eprocure.gov.in/eprocure/app>
- II. The pre-bid report will be uploaded on the website & CPPP and the same will be a part of the tender document.
- III. All the details/document pertaining to the tender such as tender document, pre-bid report, corrigendum and any further updates will be available on IIT, Indore website and Central Public Procurement Portal.
- IV. Bids/Quotations may be submitted directly by the OEM or their Authorized distributors/Dealers/Resell Agents/Channel Partners with proof of authorization.

IIT Indore shall not be responsible for non-receipt bid due to internet issues or any other reasons.

For any issues related to tender please contact Material Management Section,

Tel: +0731-6603100 Ext 3159

Email: mms@iiti.ac.in

Administrative Officer (MM)
IIT, Indore

CHAPTER- 1
SCHEDULE OF TENDER

Sl. No.	Event	Date and Time/ Remarks
01	Commencement of Downloading of Tender Document	Oct 17, 2020 https://eprocure.gov.in/eprocure/app and http://www.iiti.ac.in/tender_mms.php
02	Submission of Queries for Pre-bid meeting	Oct 26, 2020 at 3:30 PM
03	Date & Time of Pre-Bid Meeting #	Oct. 28, 2020 at 03.30 PM
04	Date of Pre- Bid Report upload at CPPP	Nov. 02, 2020
05	Date of Submission of sample or physical demonstration of furniture #	Oct. 28 to Nov. 11 upto 05:00 PM
06	Furniture Sample Report upload	Nov. 13, 2020 at 10:00 AM
07	Bid Submission Start Date	Nov. 14, 2020 at 10:00 AM
08	Last date & Time of Submission of Bids Online (Technical and Financial Bid)	November 26, 2020 upto 03.00PM(IST) Please refer tender Terms at IITI
09	Date & Time of Opening of Technical Bids	November 27, 2020 at 03.00 PM, (IST) Please refer tender Terms at IITI
10	Date of Completion of Examination of Technical Bid	To be declared on https://eprocure.gov.in/eprocure/app or http://www.iiti.ac.in/tender_mms.php
11	Date & Time of Opening of Financial Bid	To be declared on https://eprocure.gov.in/eprocure/app or http://www.iiti.ac.in/tender_mms.php
12	All the communications with respect to the tender shall be addressed to:	Administrative Officer (MMS) IIT Indore, First Floor, Sodium Building, Khandwa Road, Simrol, Indore- 453552 Tel.: 0731-6603100 Ext 3159 Email: mms@iiti.ac.in
13	For taking assistance, if any	CPP Portal website: www.eprocure.gov.in CPP Portal Help Desk Toll Free No.: 18002337315, 180030702232

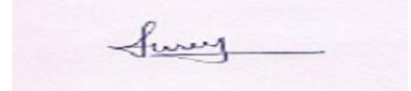
Note:

- 1) Pre-bid meeting is essential for vendors to attend for better comprehension of furniture requirements.
- 2) In view of the nationwide COVID-19 situation the PRE-BID Meeting would take place thorough Online Mode.
- 3) If the tender is not opened on the above date, due to unforeseen circumstances, then the next working day will be considered as tender opening date.
- 4) No freight charges or other expenses shall be paid for logistics for physical demonstration/sample of furniture
- 5) Physical demonstration or submission of sample is essential to qualify the bidder in the tender process. Only sample qualified bidder will be allowed for submission of bids.

CHAPTER- 2
INSTRUCTIONS TO THE BIDDERS

1. The tender shall be submitted in accordance with these instructions and any tender not confirming to the instructions as under is liable to be rejected. These instructions shall form the part of the tender and the contract.
2. For Online Bid Submission as per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)).The bidders are required to submit copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. More information useful for submitting the online bids on the CPP Portal is available/obtained at [URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app).
3. The Bidders are requested to read and tender document carefully and ensure all the compliance with instructions herein. Non-Compliance of the instructions contained in this document may disqualify the bidders from the tender process.
4. For Registration: Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
5. Foreign Bidders have to refer "DSC details for foreign Bidders" for Digital signature Certificates requirements which comes under Download Tab at <http://eprocure.gov.in/eprocure/app?page=Standard Bidding Documents &service=page> and the remaining part is same as above and below.
6. 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 tenderer stipulate any condition of his own, such conditional tender is liable to be rejected.
7. IITI reserves the right to reject any tender/bid wholly or partly without assigning any reason.
8. The Technical Committee constituted by the IITI shall have the right to verify the particulars furnished by the bidder independently.
9. Tenderer shall take into account all costs including Cartage, installation, training and commissioning etc. for giving delivery of material at site i.e. IIT Indore before quoting the rates. In this regard no claim for any extra payment for any reason shall be entertained.
10. The item should be delivered at IIT Indore, Khandwa Road, Simrol, Indore and the supplier shall be responsible for any damage during the transit of goods.
11. All the tender documents & price bid to be uploaded as per this tender are to be digitally signed by the bidder.
12. Interested bonafide and reputed manufacturers/Indian agents (on behalf of their foreign principals) may submit online bids for each of the above furniture alongwith all requisite documents and scanned copy of online EMD submission reference.
13. The Bidder(s) may note that ONLINE BIDS will ONLY be accepted. All the requisite supporting documents mentioned in the bid document must be uploaded On-line <http://eprocure.gov.in/eprocure/app> . **The Bids sent through FAX, E-mail, by hand and/or bypost shall not be accepted/ processed, in any case.**

14. The bidders may submit duly filled and completed bidding document ONLINE as per instructions contained in the bidding documents. Incomplete bid shall be rejected. The conditions of tender shall be governed by the details contained in complete bid document.
15. 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. The IITI reserves the right to accept or reject any or all the tenders.
16. The detailed instruction for online submissions of bid(s) through e-procurement module of Central Public Procurement of NIC, the bidder(s) may visit following link:-
<http://eprocure.gov.in>



**Administrative Officer (MM)
IIT, Indore**

CHAPTER - 3
INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app> by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 7) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 8) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 9) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of

documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected. **The vendor/firm should fill the complete details as mentioned in BOQ and exclusion of any cell of BOQ (Financial bid), the cost will be treated as inclusive of GST and other charges as mentioned in the BOQ column.**
- 4) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 7) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 8) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

GENERAL INSTRUCTIONS TO THE BIDDERS

- 1) The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in pdf format.
- 2) Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link “Information about DSC”.
- 3) Tenderer are advised to follow the instructions provided in the “Instructions to the Tenderer” for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>

Online Bid Form

The bidder shall complete the online bid form and the appropriate price schedule furnished in the online bidding documents, indicating, inter alia for the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

Online Bid prices

The Bidder shall indicate on the Price Schedule the unit price and total bid prices of the goods it proposes to supply under the Contract. To this end, the Bidders are allowed the option to submit the online bids for any one or more schedule specified in the ”Schedule of Requirement” and to offer discounts for combined schedules. However, Bidders shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such bids (for the schedule in question) will not be taken into account for evaluation and will not be considered for award.

Prices indicated in the online price schedule shall be entered separately in the following manner.

I. For goods offered from within India:

- a. The price of the goods should be quoted for destination basis, charges towards freight; installation etc. may be mentioned inclusive of GST as applicable after referring the attached GST Notification.

- b. Any sales or other taxes/duties should be clearly mentioned, which will be payable on the goods in India if the contract is awarded.
- c. Charges for inland transportation, insurance and other local costs incidental to delivery of goods to their final destination should be mentioned.
- d. Any element of cost, taxes, duties levies etc. not specifically indicated in the online bid, shall not be paid by the purchaser. **If GST amount is not quoted in the BOQ (Financial Bid), the total cost will be treated as inclusive of GST. No further communication will be entertained later or else the EMD will be forfeited.**

II For goods offered from abroad

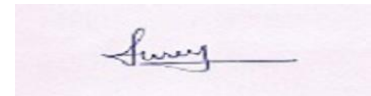
- a. The price of goods shall be quoted in Ex-Works/FCA/CIP and the same should be mentioned in terms & conditions of the firm.
- b. Charges for inland transportation, insurance and other local costs incidental to delivery of the goods from the port of entry in India to their final destination should be specified.
- c. The terms FOB, CIF, CIP etc. shall be governed by the rules and regulations prescribed in the current edition of INCOTERMS, published by the Chamber of Commerce, Paris.
- d. Prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account, unless otherwise specified in the Schedule of Requirements.

III. Bid currencies

- a. For domestic goods prices shall be quoted in Indian rupees only. Commission for Indian Agent, if payable, shall also be quoted in Indian Rupees only.
- b. For imported goods prices shall be quoted either in Indian rupees or may be quoted in foreign currency and the portion of the allied work and services, which are to be undertaken in India (like supply and installation of Furniture), are to be quoted in Indian currency.

IV. Indian Agent

- a. If a foreign bidder has engaged an agent in India in connection with its online bid it will be required to give the following information in the online bid:
 - i) *Name and address of the Indian agent with their permanent income tax number.*
 - ii) *Details of the services the agent will render*
 - iii) *Agency commission shall be indicated in the space provided for in the price schedule and will be paid to the bidder's agent in Indian rupees*



Administrative Officer (MM)
IIT, Indore

CHAPTER- 4
GENERAL TERMS AND CONDITIONS

1. **Bidder:** Tenders are invited only from **Original Furniture Manufacturers OR their Authorized Distributors/ Dealers/Firms etc.**, Vendors are requested to **attach proof** to show that they are the Authorized Dealers of the brand that they are quoting for the manufacturers of the product.
Bids of internationally recognized brand from authorized dealers only will be accepted. Tender Documents will also be available on institute website: http://www.iiti.ac.in/tender_mms.php.
2. **Tender Type: Two- Bid through Online Mode.** The Technical Bid will be considered for applicants who's Earnest Money Deposit (EMD) and Technically Eligibility Criteria mentioned at Chapter-7 is found in order. Financial Bid shall be opened for those bidders who have qualified in Technical Evaluation.
3. **Pre-Bid Meeting:** Pre-Bid meeting specified as mentioned date and time in Time Schedule of this document. The purpose of the meeting is to answer the questions of the prospective bidders on technical bid and commercial terms and conditions of this tender. In view of the above, prospective bidders are advised to submit their doubts / questions /clarifications as per **Annexure -VII**, if any, bearing tender no., title and marked "Queries for Pre-Bid Meeting" through Mail, (Mail ID: dushyant@iiti.ac.in) before the date of Pre-Bid meeting.
Any modification of the bidding documents which may become necessary as a result of the Pre-Bid meeting shall be made known to all the prospective bidders by the Evaluation Committee through a notification of amendment in the website of the IIT, Indore and CPP Portal clarifications will be entertained beyond the date of pre bid meeting
4. **Bid Submission:** Bidders are requested to submit the bids after issue of minutes of the pre bid meeting duly considering the changes made if any, during the pre bid meeting. Bidders are totally responsible for incorporating/complying the changes/amendments issued if any during pre bid meeting in their bid. All the two parts of the bid shall be submitted online on <http://eprocure.gov.in/eprocure/app>. **The Bids sent through FAX, E-mail, by hand and/or by post shall not be accepted/ processed, in any case.**
5. **Late Bids :** IIT Indore will not be responsible:
 - (a) For delayed / late quotations submitted / sent by post / courier etc.
 - (b) For submission / delivery of quotations at wrong places other than the mentioned in the tender.
 - (c) Any bid inadvertently received after the deadline i.e. due date & time for submission of bids, will not be accepted and returned.
 - (d) Fax / E-mail / Telegraphic / Telex tenders will not be considered.
6. **Bid Validity:** The bids shall be valid for a period of **180 days** from the date of opening of the tenders.
7. **Modification and withdrawal of bids:** No bid can be modified subsequent to the deadline for submission of bids. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval will result in the forfeiture of its bid security (EMD)

8. **Bid Security (EMD):** Bidder may submit Earnest Money Deposit (EMD) online via <https://www.onlinesbi.com/sbicollect/icollecthome.htm> and the payment reference should be attached in PDF with Cover I.
1. **EMD Exemption:**

Tenderer registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) shall be eligible for exemption from EMD.

In case the tenderer falls in this category, it should furnish copy of its valid registration details (with MSME or NSIC, as the case may be).

 - A) **The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.**
 - B) **Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME**
 2. The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 6 of GTC is 180 days, the EMD shall be valid for 225 days from Techno-Commercial Tender opening date
 3. Unsuccessful tenderers earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderers earnest money will be returned without any interest, after receipt of performance security from that tenderer.
 4. The EMD will be forfeited by IIT Indore if the bidder fails to accept the order based on his/her offer/bid or fails to supply the items.
 5. Startups recognized by the Department for Promotion of Industry and Internal Trade (DPIIT) are exempt from depositing EMD.
9. **Bid Evaluation Procedure:** For the purpose of selection of the bidder, a two-stage bidding process will be followed. The response to the tender should be submitted in two parts viz. Technical Bid & Commercial Bid.
10. **Opening of Tenders:** The decryption of the bids would be done as specified schedule mentioned in the tender document on the Central Public Procurement Portal. In the event of the specified date of Bid opening being declared a holiday for the IIT, Indore the Bids shall be opened at the appointed time and location on the next working day. In two-part bidding, the financial bid shall be opened only after technical evaluation
11. **Confidentiality:** Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.
12. **Preliminary Examination:** The technical evaluation committee shall examine the bids to confirm that all documents and technical documentation requested in Chapter-7 have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the offer shall be rejected.

- (a) Technical Bid and Price Bid,
- (b) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, are to be treated as unresponsive and ignored.

The financial offer/bid will be opened only for the offer/bid which submits all the required necessary documents and verified by the technical committee as technically qualified bidder as per Tender.

- a) **Award Criteria:** *The Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.*
 - b) **Purchaser's Right to vary Quantities at Time of Award:** *The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the tender without any change in unit price or other terms and conditions. The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract.*
 - c) **Option Clause:** *The Purchaser reserves the right to increase or decrease the quantity of the required goods up to 25% (Twenty-Five) per cent at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period).*
 - d) **Purchaser's right to accept Any Bid and to reject any or All Bids:** *The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.*
 - e) **Notification of Award:** *Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or e-mail that the bid has been accepted and a separate purchase order shall follow through post.*
 - f) **Signing of Contract:** *Promptly after notification, the Purchaser shall send the successful Bidder the Agreement/Purchase Order.
Within twenty-one (21) days of date of the Purchase Order, the successful Bidder shall sign, date, and return it to the Purchaser.*
 - g) **Order Acceptance:** *The successful bidder should submit Order acceptance within 14 days from the date of issue of order/signing of contract, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited*
 - h) **Place of Delivery & Schedule:** *IIT Indore, SIMROL, Khandwa Road, Indore – 453552 and should be delivered within schedule.*
8. **Concession/Exemptions:** *IIT-I being an academic institute is entitled for availing Customs Duty exemptions in terms of Notfn. No. 51/96 dated 23.07.1996, Notfn. No. 28/2003- Customs dt. 01/03/2003, Notfn. No.43/2017- Customs dt. 30/06/2017 & notfn. No. 47/2017- Integrated Tax (Rate) dt. 14/11/2017, Notfn. No. 10/2018- Integrated Tax (Rate) dt.25/0/2018 and Notfn. No. 45/2017-Central Tax (rate) dt. 14/11/2017, Notfn. No. 45/2017-Union Territory Tax (Rate) dt. 25/01/2018 as amended from time to time. Presently this is valid till 31.08.2021 vide Order No. TU/V/RG-CDE(1145)/2016 Dt.28/02/2018 issued from DSIR-Min. of Sc.& Tech; Govt. of India. **Please state clearly that this Certificate is required.***
9. **Conflict of Interest among Bidders/Agent:** *The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:*
- a. they have controlling partner (s) in common; or
 - b. they receive or have received any direct or indirect subsidy/financial stake from any of them; or
 - c. they have the same legal representative/agent for purposes of this bid; or

- d. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- e. bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/subassembly/assemblies from one bidding manufacturer in more than one bid.
- f. in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 - 2. Indian/foreign agent on behalf of only one principal.
- g. Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- h. in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business

10. **Guarantee/ Warranty:** The furniture should be covered comprehensive on-site warranty against any manufacturing defect for a period **One years** from the date of successful installation and acceptance. Warranty certificate should be submitted with the bill(s).

Any deviation in the material and the specifications from the accepted terms may liable to be rejected and the bidders need to supply all the goods in the specified form to the satisfaction / specifications specified in the order / contract and demonstrate at their own cost. The payments shall be made only after receiving the material in the required specifications and quality to the satisfaction of the Institute authorities.

11. **Insurance:** Wherever necessary, the goods supplied under the contract, shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the contract. If considered necessary, insurance may cover “all risks” including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure to be incurred by the Procuring Entity for receiving the goods at the destination. Where delivery of imported goods is required by the purchaser on CIF/CIP basis, the supplier shall arrange and pay for marine/air insurance, making the purchaser beneficiary. Where delivery is on FOB/FAS basis, marine/air insurance shall be the responsibility of the purchaser

12. **Shipping, Packaging and Labeling:** All Material purchased hereunder must be packed and packaged to ensure its safe delivery in accordance with good commercial practices and where incorporated, the IIT, Indore packaging specification. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit, including the final destination. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in the contract and in any subsequent instructions ordered by the Purchaser. It is the sole responsibility of the vendor to provide/replace the item/goods, if it is lost or broken during the shipping or transportation due to whatever may be the reason. The date of

delivery should be strictly adhered to failing which the purchase order is liable to be cancelled. Penalty may be imposed as per P.O. terms & conditions. Goods should be securely, safely and adequately packed & dispatched and delivered at the risk of supplier. In case of damage consignment the same should be replaced without any cost to the Buyer and the supplier can collect the damaged consignment after satisfactory replacement.

13. **Inspection:** The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser. Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser. The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment. \
14. **Right of Acceptance:** This Institute does not pledge itself and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the firm shall supply the same at the rate quoted. The firm shall be at liberty to tender for the whole or any portion or to state in the tender that the rate quoted shall apply only if the entire quantity is taken from the firm.
15. **Patent Rights:** The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.
16. **Subletting of Work:** The firm shall not assign or sublet the work/job or any part of it to any other person or party. The tender is not transferable. Only one tender shall be submitted by one tenderer.
17. **Integrity Pact (IP):** Integrity Pact binds both buyers and sellers to ethical conduct and transparency in all activities from pre-selection of bidders, bidding and contracting, implementation, completion and operation related to the contract.
The Integrity pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:
 - a. Promise on the part of the Purchaser to treat all bidders with equity and reason and not to seek or accept any benefit, which is not legally available;
 - b. Promise on the part of bidders not to offer any benefit to the employees of the Purchaser not available legally and also not to commit any offence under Prevention of Corruption Act, 1988 or Indian Penal Code 1860;
 - c. Promise on the part of bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts; etc.

- d. Undertaking (as part of Fall Clause) by the bidders that they have not and will not sell the same material/equipment at prices lower than the bid price;
- e. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates;
- f. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary;
- g. Bidders to disclose any past transgressions committed over the specified period with any other company in India or Abroad that may impinge on the anti-corruption principle;
- h. Integrity Pact lays down the punitive actions for any violation.

Integrity Pact has to be signed and submitted by the Tenderer along with the filled up Tenders, failing which the Tender is liable to be rejected.

The Integrity Pact would be effective from the date of invitation of bids till complete execution of the contract.

18. **No correspondence/discussion/visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tenders for technical discussions/ price negotiations. Any violation of this will render the quotations invalid and the firm is liable to be blacklisted.**
19. **IITI reserves the right to call for techno-commercial/price negotiations. The company should depute competent representative for such discussion/negotiations whenever called for and he shall be competent to take on the spot decisions.**
20. IITI does not bind itself to accept the lowest or any tender and may cancel / withdraw the tender without assigning any reason and no claim whatsoever, for any reason arising out of such action, will be entertained by IITI.
21. IIT Indore is green zone campus, hence, after delivery and acceptance of item supplier should take back the waste packing material such as plastic, wrapping paper and toxic material. Further, any wooden packing material to be handed over to store.
22. **Force Majeure:** Neither the contractor nor the institute shall be liable to the other, for any delay in or failure of their respective obligations under this control caused by occurrences beyond the control of either party because of fire, floods, acts of God, acts of public enemy, wars, riots, strikes, lockouts, sabotage any law statute or ordinance order actions or regulations of the Government or any compliance there is similar to the above. Either party shall promptly notify the other of his commencement and cessation of such contingency and prove that such is beyond the controls and effects the implementation of this contract adversely.
23. **Fall Clause:** The price quoted by the supplier should not be higher than the maximum retail price, if any, for the stores and the same shall not be higher than the price usually charged by the supplier for stores of the same nature, class or description to any other purchaser. The price charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier sells the stores of identical description to any other person during the period till performance of all supply orders placed during the currency of the contract is completed. If at any time during the period the supplier reduces the sale price of such stores or sells such stores to any other person including his dealers at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the purchaser and the price payable under the contract for these items of stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced. If it is discovered that the supplier has contravened the above conditions, then without prejudice to any other action which might be taken against him, it shall be lawful for the purchaser to (a) revise the price at any stage so as to bring it in conformity with sub-clause(i) above, or (b) to terminate the contract and purchase the items of stores at the risk and cost of the supplier and in that event the

provisions of Clause 30 of General Terms Conditions of Contract shall, as far as possible, be applicable or recover the loss.

24. The firm may give any of their commercial term, if required, in their techno-commercial offer only, and price quotation should contain only price.
25. Please inform the IITI in writing whether the owner of the firm or any of their partners/employees has close relations working with IIT Indore. This is for record only.
26. **IITI reserves the right to modify/alter/Insertion or deletion on any part of the tender document to ensure fulfillment of its material & service requirement at any stage.**
27. The instructions about bidding given in this advertisement and the Tender Documents should be read thoroughly before bidding. IIT Indore reserves the right to accept or reject any or all quotations at any stage without assigning any reason whatsoever it may be.
28. **Breach of Terms and Conditions:** IIT- Indore reserves the right to accept or reject or cancel any or all enquiries or quotations at any stage without assigning any reason thereof. In case of cancellation of order due to Non-compliance of the Terms and Conditions and Breach of the Contract, No compensation will be paid towards progress of order/procurement.
29. **Governing Law:** The order placed will be contract between the supplier and the buyer and shall be governed by the LAWS of India and under the contract shall be taken by the parties only in Indore, India to competent jurisdiction.
30. For any dispute over this contract, IIT, Indore decision shall be final and binding.

Benefits to Micro and Small Enterprises (MSEs):

With reference to the Order of the Ministry of MSME , under the Public Procurement Policy March 2012 , Micro and Small Enterprises shall be entitled for benefits, subject to terms and conditions, as under:

a) *Qualifying Criteria for MSEs , SC/ST vendors :*

- i. MSE bidders must submit registration certificates from any of the following (or any other body specified by the Ministry of MSME) :
 - National Small Industries Corporation (NSIC)
 - District Industries Centres (DIC)
 - Coir Board
 - Khadi and Village Industries Commission (KVIC)
 - Khadi and Village Industries Board (KVIB)
 - Directorate of Handicrafts and Handloom
 - Adhar Udyog Memorandum
- ii. SC/ST owned enterprises (i.e. SC/ST proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies) shall additionally submit relevant SC/ST certificates issued by any of the following:
 - District/Additional District Magistrate /Collector/Deputy Commissioner/ Additional Deputy
 - Commissioner/Deputy Collector/1st Class Stipendiary Magistrate/Sub-divisional Magistrate /
 - Taluka Magistrate / Executive Magistrate/ Extra Assistant Commissioner
 - Chief Presidency magistrate /Additional Chief Presidency magistrate /Presidency magistrate
 - Revenue Officer not below the rank of Tehsildar
 - Sub-divisional Officer of the area where the individual and/or his family normally resides
- iii. The registration shall be valid as on date of placement of order. A self- attested photocopy of the relevant certificate shall be submitted as a support document.
- iv. The registration must be for the items/category of items /services relevant to the tendered items/category of items/services.

b) *Purchase Preference for MSE :*

In tenders, where the L1 (evaluated price) bidder is a non-MSE, up to 25% of the tendered quantity shall be allowed to be supplied by participating MSEs provided that the tendered quantity is divisible into two or more orders and adequate for the purpose; all qualifying bidders have agreed for acceptance of part-order quantity and participating MSE matches the L1 rate.

A share of 4% out of this 25% shall be allowed to be supplied by participating MSEs owned by Scheduled Cast/Scheduled Tribe entrepreneurs. In the case of an SC/ST owned MSE failing to participate in the tender or not meeting the tender requirements , this 4% sub-target shall be met by other participating MSEs .

A share of 3% out of this 25% shall be allowed to be supplied by participating MSEs owned by Women Entrepreneur (proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Company).

The above shall be subject to that the participating MSE (including SC/ST & Women Entrepreneur) bidders shall have quoted a price within +15% of the L1 bid price and further that they shall agree to match their quoted price with the L1 price.

In case that two or more MSEs are within the L1 +15% band, all such MSEs will be offered the opportunity to match the L1 rate and 25% of the order will be shared equally by them.

Where the MSE is SC/ST owned or Women Entrepreneurs, they shall be exclusively awarded a share of 4% & 3% of the above 25% in addition to equally sharing the balance 18% with other non-SC/ST or Women Entrepreneur MSEs .

In case of more than one SC/ST or Women Entrepreneur MSE matching the L1 price, they shall equally share 4% & 3% of the order , and additionally share the balance 18% with other non-SC/ST & Women Entrepreneur MSE bidders.

c) Exemption from Earnest Money Deposit (EMD)/ Tender cost and Security Deposit (SD) for MSE:

- i) Tenders shall be provided free of cost and tender documents are downloadable from the websites of IIT, Indore (<http://www.rcfltd.com>) and the Central Public Procurement (CPP) Portal (<http://www.eprocure.gov.in/epublish/app>).
- ii) MSE units qualifying as at (a) above shall be exempt from paying EMD.
- iii) No exemption shall be allowed for the submission of Security Deposit/ Performance Bank Guarantee, if applicable in the particular tender.

Public Procurement (Preference to Make in India), Order 2017

Purchase preference shall be given to all local Suppliers in all procurements undertaken by the Purchaser in the manner prescribed by the Department for Promotion of Industry and Internal Trade, Govt. of India, vide OM No. P45021/2/2017-PP (BE-II) dated 04 June 2020.

Purchase preference shall be given to Class I local suppliers in all procurements undertaken by the purchaser in the following manner:

- a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- b) If L1 bid is not a 'Class-I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c) In the procurements of goods which are not divisible in nature the Class-I local supplier shall get purchase preference over 'Class-II local supplier' as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a Class-I local supplier, the contract will be awarded to L1.
 - ii. If L1 is not from a 'Class-I local supplier', the lowest bidder among the 'Class-I local suppliers, will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local suppliers' within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder 'Class-II local supplier'.
 - iv. 'Class-II local supplier' will not get purchase preference in any procurement undertaken by the procuring entity

CHAPTER- 5
SPECIAL TERMS AND CONDITIONS

1. **Payment:** Payment will be released through wire transfer/bank RTGS transfer after Supply, , installation testing, inspection & commissioning of the item(s) and if found satisfactory with regard to quality, quantity and specifications ordered. The payment will be released after statutory deductions within 30 days. For the payment, the firm has to submit Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value; challans(s), Manufacturer's guarantee certificate;, bank details/cancelled cheque, installation report, performance bank guarantee (if required) etc. to the Joint Registrar (MM), IIT Indore.

In case of indigenous, the payment term may be

- (i) 80% of the unit cost will be paid against delivery of the goods received in good conditions at IIT Indore
- (ii) 10% of the balance of each unit cost will be paid after satisfactory installation.
- (iii) 10% of the balance payment will be paid after submission of PBG.

In case of import, the payment term may be

- i) 100% through Letter of Credit (LC)/Wire Transfer – 80% against dispatch documents
- ii) 20% balance after successful delivery & installation.

2. **Performance Security:** Within Twenty Days (21) days from date of the issue of notification of award, the firm has to submit a performance security of 10% of the total order value to be submitted from an Indian Scheduled Bank before release of final payment and after successful installation and commissioning of the furniture in the form bank guarantee **valid upto sixty (60) days** beyond the warranty period. No interest will be payable by the Purchaser on the Performance Security deposited. In case supplier fails to provide satisfactory after sale service within the warranty period, the Performance Security submitted by the firm is liable to be forfeited.
3. **Sample:** Each of prospective Tenderer, who want to participate, shall be required to place its sample of furniture for sample display at IIT Indore, before last date of submission of bid. The sample shall be inspected by the Technical Committee. Bids submitted without the sample will be rejected.
4. Delivery desired is within **04 weeks** from the date of releasing the supply order. Specify your delivery period. Items should be delivered only on Working Days (Monday to Friday) during office Hours only i.e. between 10.00am to 04.00pm.
5. **Liquidated Damages:** - As Time is the essence of an order, the date of delivery should be strictly adhered to, otherwise the delivery in full or in part may not be accepted and penalty for late delivery will be imposed @ 0.5% (Half Percent) per week subject to a maximum of 10% of the total value of supply order & beyond 10% subject to approval of IITI. In case of delay in installation and Commissioning, Inspection, Certification etc. also the same rate of penalty shall be leviable.
6. Delivery: **Free delivery at IIT Indore in case of indigenous orders.** In case of imported offers standard Inco-terms shall be applicable. **The bidders must quote both in EXWORK/FOB/FCA and CIP/CIF value for deciding the mode of shipment in case of Import.**

7. In case furniture offered requires maintenance after the expiry of the warranty, please indicate approximate cost of comprehensive and on call basis maintenance and also availability of local support or otherwise.
8. Please note clearly that faxed, mailed and opened quotations are liable to be rejected.

CHAPTER- 6
Technically Eligibility criteria

LIST OF DOCUMENT TO BE UPLOADED WITH TECHNICAL BID

Sl. No	Details	Compliance Yes/No	Deviations/Remarks, if any
01	<p>This Invitation for Bids is open to all manufacturers (OEMs)/Authorized Distributors/Dealers/firms etc. to quote in response to this NIT.</p> <ul style="list-style-type: none"> • The Bidder should be OEM/Authorized Distributors/Dealers/Firms etc. and should have existence of firm for a minimum period of 10 Years –(Certificate of Incorporation/Registration Certificate of the firms)(Copy to be enclosed). • Self-certified copy of PAN card, • Copies of valid GST registration certificate, • Bidder Information. Annexure I • List of other Govt. Departments, Public Sector units and Central Autonomous Bodies for which the bidder is supplying material or having the similar type of contracts and a certificate regarding the satisfactory performance of the contract. Annexure II • Bidder Acceptance of Tender Document Annexure III • The bidder should not have been black listed by any Government / Semi Government / Board /Corporations /Autonomous Body/ PSU. An undertaking/declaration in this regard should be closed. If any such matter i.e. of blacklisting /suspension is subjudice, even then the concerned firm shall be technically disqualified. Annexure IV • CA certified copies of last three years, • Income tax return filing statements, • The Firm should have a valid factory license for Manufacturing. Assembling and Supply of furniture. Copy of the same must be attached with the technical bid. • A Statement of Account Balance Sheet for the financial year 2017-18. 2018-19 and 2019-20 duly certified by the valid Chartered Accountant must be enclosed with the technical bid. Annexure V 		
03	<p>CERTIFICATIONS: The firms should possess at least one of the following prevalent certifications related to quality & safety possessed by most of the brands of furniture manufacturers: ISO 9001:2015, ISO 14001:2015, BIFMA, Greenguard, OHSAS</p>		

	18001:2015, AIOTA Certificate. Self-certified copy of minimum one of the aforementioned and currently valid certifications to be attached as proof.		
04	<p>WORK EXPERIENCE: The Vendors / Bidders should have work experience as per following parameters. Supportive documents like copy of P.O. completion certificate etc. should be uploaded in this regard.</p> <p>a) Three similar completed work costing not less than Rupees Eighty Five Lakh in last 3 (three) years for any Govt./Semi Govt./Centrally Funded Technical Institutes (CFTI) which includes IITs, IISERs, IIMs, NITs, IIITs, NITTTRs, IISc and IEST), CSIR Institutes, Central Universities and /or DAE Institutes (NISER, TIFR) where they have completed the similar works including Supply of Dual Desk (Two Seater) Furniture.</p> <p>b) Two similar completed work costing not less than Rupees One Crore in last 3 (three) for any Govt./Semi Govt./Centrally Funded Technical Institutes (CFTI) which includes IITs, IISERs, IIMs, NITs, IIITs, NITTTRs, IISc and IEST), CSIR Institutes, Central Universities and /or DAE Institutes (NISER, TIFR) where they have completed the similar works including Supply of Dual Desk (Two Seater) Furniture.</p> <p>c) One similar completed work costing not less than Rupees Three Core in last 3 (three) years for any Govt./Semi Govt./Centrally Funded Technical Institutes (CFTI) which includes IITs, IISERs, IIMs, NITs, IIITs, NITTTRs, IISc and IEST), CSIR Institutes, Central Universities and /or DAE Institutes (NISER, TIFR) where they have completed the similar works including Supply of Dual Desk (Two Seater) Furniture.</p> <p>If the bidder has successfully executed similar work at IIT Indore within last five year would be preferred.</p>		
05	<p>FINANCIAL TURNOVER: The firm should have annual financial turnover more than Rs.50 Lakh (Rupees Fifty Lakh only) during the past three financial years namely 2017-18. 2018-19 and 2019-20. An undertaking in this regard should be enclosed. A Statement of Account Balance Sheet for the financial year 2017-18. 2018-19 and 2019-20. Duly certified by the valid Chartered Accountant must be enclosed with the technical bid</p>		

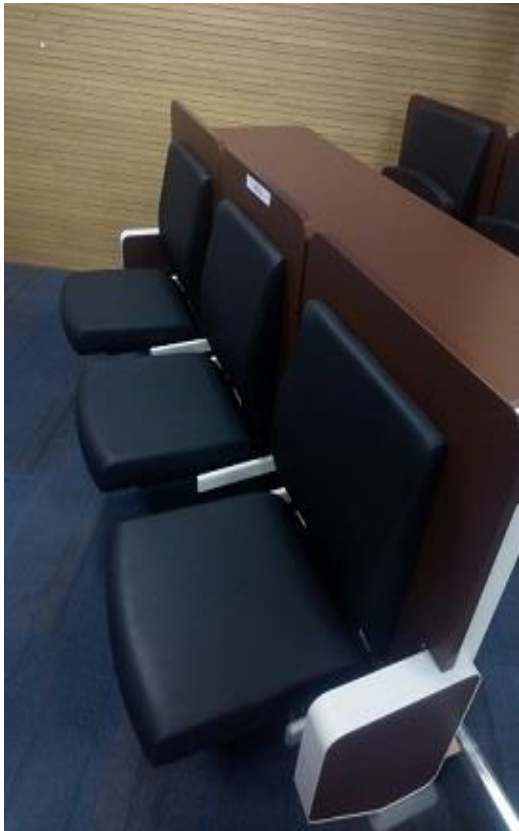
	OEM should have average annual Turnover of Rs. 10 Crore (Rupees Ten Crore) for the last 03 financial years.		
06	<p>SAMPLE: Bidders will display sample of each items before opening of technical bid financial bid as mentioned date in document. The displayed samples should be lifted by the vendor within 28 days post finalization of the tender otherwise IIT Indore will not be responsible for any misplaced sample.</p> <p>Note:-</p> <ul style="list-style-type: none"> • Financial Bids of approved samples and technically qualified bidder will be opened only • No freight charges or other expenses shall be paid for logistics of displayed samples. 		
07	The Vendors / Bidders should not have incurred any loss during the last 3 (five) years (as of 31 st March, 2020). Profit after Tax should be positive for the above mentioned period.		
08	Solvency Certificate required of Rs. 2 Core or more than in case of OEM. The certificate should have been issued within 6 months from original last date of the submission of the tender.		
09	The quoted products should not be under end of sales or end of support in next 05(five) years from the date of submission (Declaration from OEM should be submitted)		
10	The bidding firm/company must be a single company and no consortium should be allowed.		
11	Delivery Period: Within 01 months from the date of order.		
12	Warranty: 3 years comprehensive warranty should be there and after warranty period mode of support needs to be mentioned.		
13	INSTALLATION & COMMISSIONING: Free of cost Installation is the responsibility of supplier.		
14	PREDISPATCH- Firm should arrange the predispach inspection prior to packing & dispatching of the item. Firm should share the entire detail of the furniture with images and schematic diagram before packing. Virtual inspection may be done.		
15	AFTER SALES SERVICE: OEM/Authorized Dealer/Distributors/Firm should have their authorized agent in Indore for providing after sales service.		
16	CATALOGUE: Firm should share the item wise catalogue of the offered product along with the technical bid.		
17	Make and model no. of item must be mentioned along with detailed specification, else tender will not be accepted.		

Chapter-7
Technical Specification Bid

(Bidder should submit compliance matrix along with Technical Bid)

Item details and technical specification as mentioned below:

ITEM: **Supply & Installation of Dual Desk (Two Seater)**

Sr. No.	Description	Qty	Unit	Design
1	Customized High Quality Bench and Seater	1300	Nos.	
	<p>Structure: Should be made of high- quality anti-corrosion metal, structure, the mould is integrally formed, and the powder coated painted surface. Material of Support Structure or Side Pannel 50.8 mm X 25.4 mm X 1.2 mm thick rectangular ERW tubes (As per IS: 7138/Latest) with duly epoxy polyester powder coated min 40-45 micron thicknedd.</p> <p>Height of Desk Top in mm (± 5 mm) 750 Width of Desk Top in mm (\pm mm) 450.</p> <p>Legs: Legs are made of MS ERW tube of size 75 x 25 x 2 mm thick rectangular tube with 5 mm thick HR brackets as per IS and 2 mm thick CRCA brackets as per IS-513 Welded on to the tubes. Assembly is powder coated with epoxy Polyester. Leg Height varies from 705 to 1005 in pitch of 50 as per layout. Sturdy anchoring by anchor bolts on to base of 8 mm thick plate for proper resting of leg, shoe made of nylon are provided at the bottom for covering the base plate.</p> <p>Side Clads: Two side clads made of 18 mm thick plate with 0.8 mm thick PVC lipping and on the outside cobered with welded metal structure made of 2 mm thick CRCA as per IS powder coated with epoxy polyester.</p> <p>Seat/back & support structure: Material of seat and Backrest 12 mm Thick Plywood, upholstered with polyurethane foam which is covered with leatherette, Material of Support Structure supports (4 Nos.) provided at the rear back and understructure of seat madeof 25.4 mm x 1.2 mm thick</p>			

round ERW tubes- 31.8 mm x 1.2 mm thick round ERW tubes and 28.6 mm x 1.2 mm thick round ERW tubes (As per IS: 7138/ Latest) welded together and hooks of 2 mm thick MS sheet with duly epoxy polyester powder coated min 40-45 microns thickness

Width of seating in mm (± 10 mm) 550

Height of Seat in mm (± 10 mm) 460

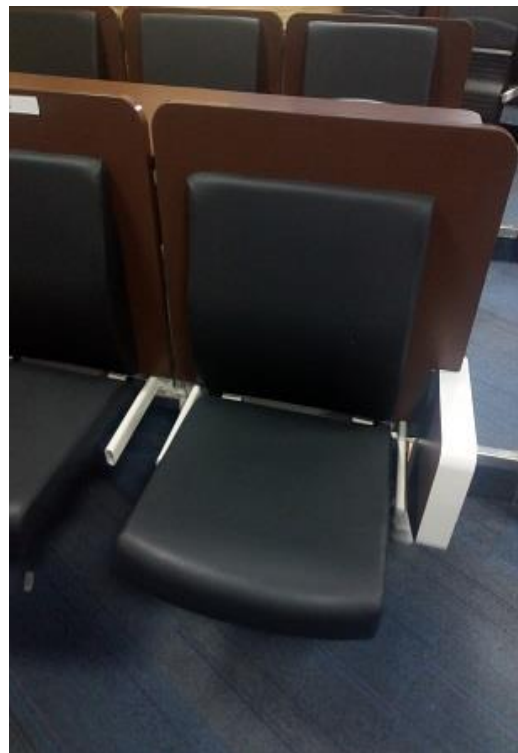
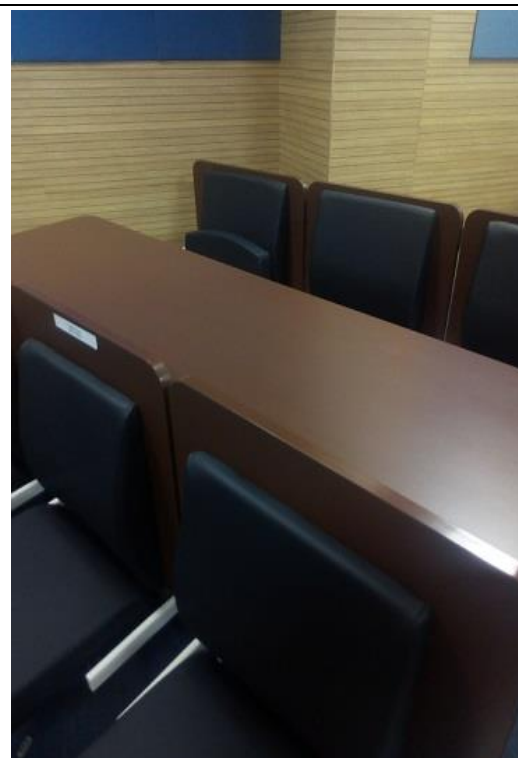
Width of backrest if provided in mm (± 5 mm) 470.

Worktop: Worktops are made of 25 mm thick pre-laminated board of E1-P2 Grade and approved shade conforming to IS. All the edge of work surface are provided with machine pressed 2 mm thick PVC edgeband glued with hot melt glue.

Modesty: Modesty is made of 25 mm thick pre-laminated twin board of E-1 P2 grade and approved shade conforming to IS all the edge of modesty are provided with machine pressed 2 mm thick pvc edgeband with hot melt glue.

Note:

- a) Actual size and quantity of bench may vary due to space optimization while installation.
- b) The layout of the hall is attached herewith for reference.



Note :

- B. The bidder should submit his acceptance against each column as YES/NO and if No, bidder should specify the deviation.
- C. Firm Should quote separately for each item as per BOQ.

- D. Proof of document in support of claim to be enclosed with technical bid.
- E. The Quantity mentioned above are also indicative and might change in the final order. Prospective bidders can quote Rate Per Unit and the institute will decide on final order quantity.

(Signature of the Bidder, with Official Seal)

CHAPTER- 8
Financial Bid

FINANCIAL BID – Schedule of price bid in the form of BOQ format:

1. The below mentioned Financial Proposal/Commercial bid format is provided as BoQ along with this tender document at <https://eprocure.gov.in/eprocure/app>
2. **Bidders are advised to download this BoQ.xls** as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid.
3. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD shall be forfeited.
4. Any element of cost, taxes, duties levies etc. not specifically indicated in the BOQ, shall not be paid by the purchaser. **If GST amount is not quoted in the BOQ (Financial Bid), the total cost will be treated as inclusive of GST. No further communication will be entertained later or else the EMD will be forfeited.**
5. The tender shall remain valid for acceptance for **180 days**, from the date of tender opening.

OTHER CONDITIONS FOR PRICE BIDS

1. No unilateral revision in price will be admissible.
2. INCOTERMS (in case of imported item) should be clearly mentioned on the bid
3. Rates should be quoted in the accounting units (A/U) mentioned in this tender. Rates must be quoted clearly on free delivery basis at IIT Indore and total value is also indicated in words.
4. Any optional indicated in techno-commercial bids must be priced separately.
5. In case spares/accessories are applicable, their list and price should be clearly indicated separately.
6. The price must be stated for each item separately. The percentage of reduction, in the unit price should also be quoted, should an order to that extent be placed with you.

Signature of the Tenderer

Name of the Firm:

Contact No.:

Email:

Seal:

Annexure-I
PERFORMANCE SECURITY FORMAT

To,

.....

WHEREAS (name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract no. Datedto supply (description of goods and services) (herein after called “the contract”).

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

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)

Name and designation of the officer
Seal, name & address of the Bank and address of the Branch
Phone No., Fax No. & e-mail id.

Annexure- II
BIDDER'S INFORMATION
 (On Company/ Firm's Letterhead)

Details of Bidders		
1.	Registered Name of the Bidder	
2.	Year of Establishment	
3.	Registered Address of the Bidder	
4.	Status of the Company (Public Ltd./Pvt Ltd.)	
5.	Valid GST Registration No. with GST Registration State Name	
6.	Details of the Incorporation of the Company	
7.	Permanent Account No.(PAN)	
8.	Name and Designation of the Contact Person	
9.	Contact No. Email Address of the Contact Person	
10.	Bank Details of the Agency: Bank Name Name of the Branch Branch Code Bank Address Bank Type of Account Account Number NEFT/IFSC Code RTGS Code 9 Digit MICR Code	

Annexure-III
CLIENT DETAILS

(On Company / firm's Letterhead)

To,
The Joint Registrar
Materials Management Division
I.I.T. Indore,
Simrol, Khandwa Road
Indore – 453 552.

Date :

**Sub: NIT No. . IITI(MM)/AQ/6/6B/212/EPK/2020-2021 dated 17th Oct, 2020 for
“Supply and Installation of Customized High Quality Furniture”**

Dear Sir,

Brief particulars of the similar work done in government institutions: (Please attach copy of work orders for our reference)

Order Placed by (full add of client)	Order No. & date	Brief Description of similar work done Rate Contract with other Companies / govt organization	Value of order	Date of completion of contract	Contact Person along with Telephone No., Fax No. And email Address.

Yours faithfully
(Signature of the bidder)
Printed Name
Designation
Seal

Annexure-IV
TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

To, _____

Sub: Acceptance of Terms & Conditions of Tender. Tender Reference No:

Name of Tender / Work: - _____

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We do hereby declare that we have quoted our firm rates inclusive of taxes if not mentioned extra.
7. I/We agree to hold this offer open until **180 days** and shall be bound to supply/commission/install the furniture and dispatch the same within the specified period.
8. I/We agree to supply and commission/install the furniture and complete the whole of the work and hand over to the purchaser within the stipulated period, after receipt of intimation regarding acceptance of this tender/receipt of supply/service order.
9. **I/We agree that in case if we fail to deliver the goods/complete the work within the specified period, then institute shall be liable to claim liquidated damages from me/us by invoking EMD.**
10. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ 33rganization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

**(Signature of the Bidder,
Printed Name
Designation with Official Seal)**

Annexure-V
DECLARATION REGARDING CLEAN TRACK
 (On Company / firm's Letterhead)

To,
 The Joint Registrar
 Materials Management Division
 I.I.T. Indore,
 Simrol, Khandwa Road
 Indore – 453 552.

Date :

Sub: NIT No. IITI(MM)/AQ/6/6B/212/EPK/2020-2021 dated 17th Oct, 2020 for “Supply and Installation of Customized High Quality Furniture”

Dear Sir,

I/we carefully gone through the Terms & Conditions contained in the above referred NIT. I/we hereby declare that my company / firm is not currently debarred / black listed/convicted by any Government / Semi Government Organizations / Institutions in India or abroad. I/we further certify that I'm competent officer in my company /firm to make this declaration.

Or

I/we declare the following

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

In case the above information found false I / we are fully aware that the tender / contract will 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.

Yours faithfully
 (Signature of the bidder)
 Printed Name
 Designation
 Seal

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

Annexure-VI
DECLARATION OF ANNUAL TURNOVER AND INCOME TAX RETURN
(On Company / firm's Letterhead)

To,
The Joint Registrar
Materials Management Division
I.I.T. Indore,
Simrol, Khandwa Road
Indore – 453 552.

Date :

Sub: NIT No. IITI(MM)/AQ/6/6B/212/EPK/2020-2021 dated 17th Oct, 2020 for “Supply and Installation of Customized High Quality Furniture”

Dear Sir,

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

F.Y 2017-18	F.Y 2018-19	F.Y 2019-20

And,

2) I/we hereby declare that, our firm had filed Income Tax Returns for last years i.e. F.Y.2017-18, 2018-19 & F.Y. 2019-20. Supported by copy of ITR of three years.

Yours faithfully,
(Signature of the bidder)
Printed Name
Designation
Seal
Date :
Business Address :

Annexure-VII
PRICE REASONABILITY CERTIFICATE

I/We _____ hereby certify that the prices quoted by us in our offer letter No.....are not higher than prices to any Government Department/PSU/Institution.

2. I/We further certify that I/We have not supplied or quoted for any item in offer letter at prices lower than those quoted for the relevant items to any Government/Semi Government/ Public/Institution within the period of 90 days preceding the last date of submission of the offer.

3. I/We hereby undertake that I/We will not supply or quote for any item in offer letter at prices lower than those quoted for the relevant items to any Government/Semi Government/ Public/ Institution/ within the period of validity of the offer.

4. I/We also undertake to bring the attention of the Authorities, any incidence of breach of any of the above paras within 30 days from the occurrence of the breach and further undertake to refund/reimburse the difference which may arise due to breach of any of the above paras and I/We also understand that the decision of Authorities, regards to the determination of quantum payable shall be final.

(Signature of the bidder)

Printed Name

Designation

Seal

Date :

Business Address :

Annexure-VIII
PRE-BID QUERY FORM

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

Annexure-IX
Technical specifications compliance Sheet

1. The technical compliance bid must be in this sheet only, otherwise it should be assumed that bidder is not able to offer technically desired product. Information provided elsewhere or in different form will not be considered.
2. All the columns of this sheet should be filled in compulsorily by the bidder, merely asking the office to refer catalogue or brochure will not be entertained.
3. The bidder shall assume full responsibility of the information provided in this sheet. Any false statement should render the breach of basic foundation of the tender.

S. No.	Technical specification	Features available write (Yes/No)	Offered Specification	Any deviation from specification	Remarks
1	Technical Specification as per Tender Document				
2					

Note: Bidder should submit with Technical Specification Compliance Sheet with Technical Specification Bid.

Annexure-X
INTEGRITY PACT

To

.....,
.....,
.....

Sub: NIT No. IITI(MM)/AQ/6/6B/195/EPK/2020-2021 for the work of “Supply of Dual Desk (Two Seater) Furniture at IIT Indore.”

Dear Sir,

It is here by declared that IIT Indore is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the Integrity Agreement, which is an integral part of the tender/bid documents, failing which the tender/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the IIT Indore.

Yours faithfully,

Jt. Registrar (MM)

[TO BE SUBMITTED DULY SIGNED BY THE BIDDER ALONGWITH BID DOCUMENTS]

To,
Jt. Registrar, Material Management
IIT Indore,
Simrol Khandwa Road
Indore-453552

Subject: Submission of Bid for the work of at
IIT Indore.

Dear Sir,

I / We acknowledge that IIT Indore is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I / We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I / We will sign the enclosed integrity Agreement, which is an integral part of tender / bid documents, failing which I / We will stand disqualified from the tendering process. I / We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I / We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by IITD. I / We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I / We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, IITD shall have unqualified, absolute and unfettered right to disqualify the tenderer /bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Signature of the bidder)
Printed Name
Designation
Seal
Date
Business Address

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

INTEGRITY AGREEMENT

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

BETWEEN

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

AND

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

Preamble

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

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

Article 1: Commitment of the Principal / Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles
No employee of the Principal / Owner, personally or through any of his / her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (a) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

- (b) The Principal/Owner shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PoC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.
- 3) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PoC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or coercion or collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
- a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PoC Act. Further the Bidder(s) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal / Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly Bidder(s) / Contractor(s) of Indian Nationality shall disclose names and addresses of foreign

agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practices means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

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

Article 4: Previous Transgression

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

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

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

Article 6: Duration of the Pact

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

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

Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head Quarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board Resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: Legal and Prior Rights

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

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

.....
(For and on behalf of Principal / Owner)

.....
(For and on behalf of Bidder / Contractor)

WITNESSES:

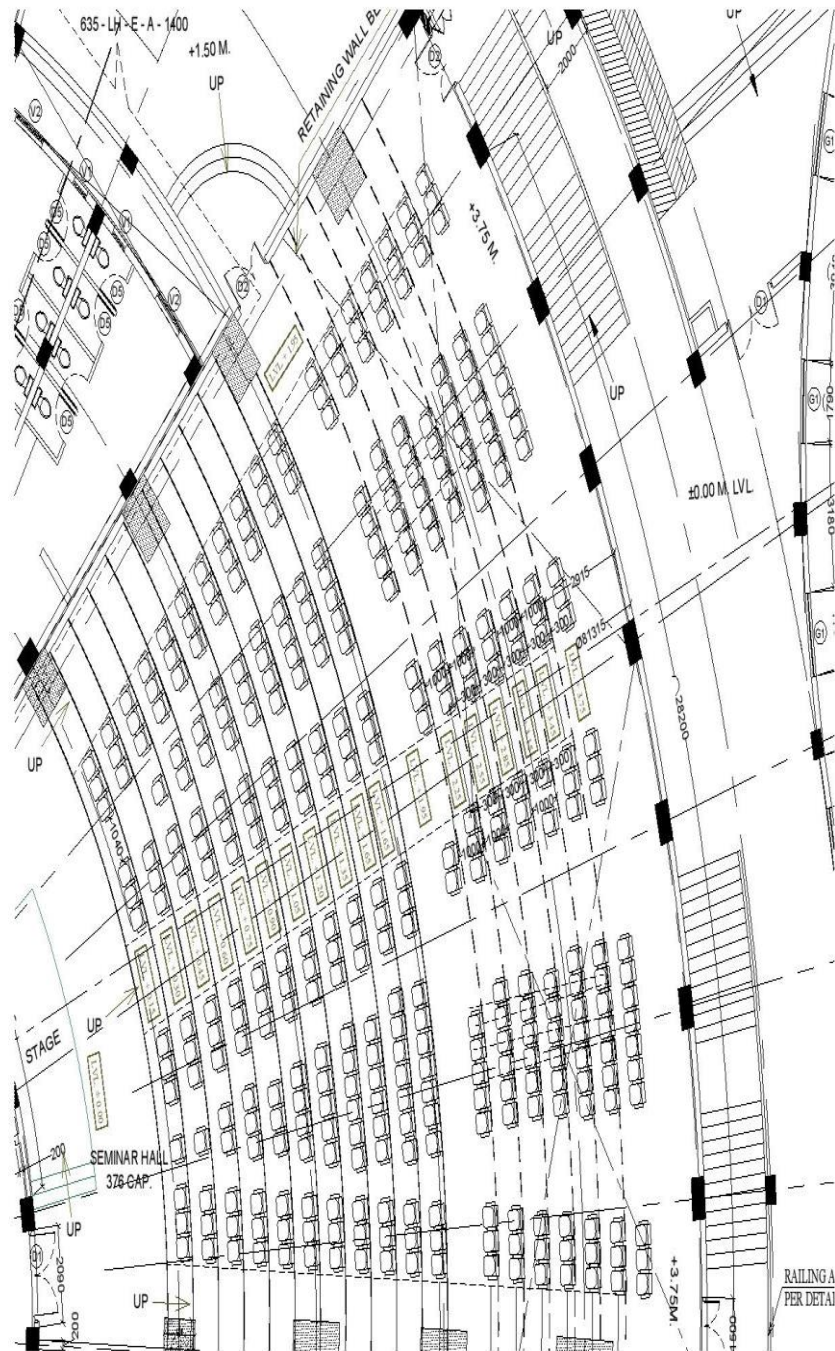
1.
(Signature, name and address)

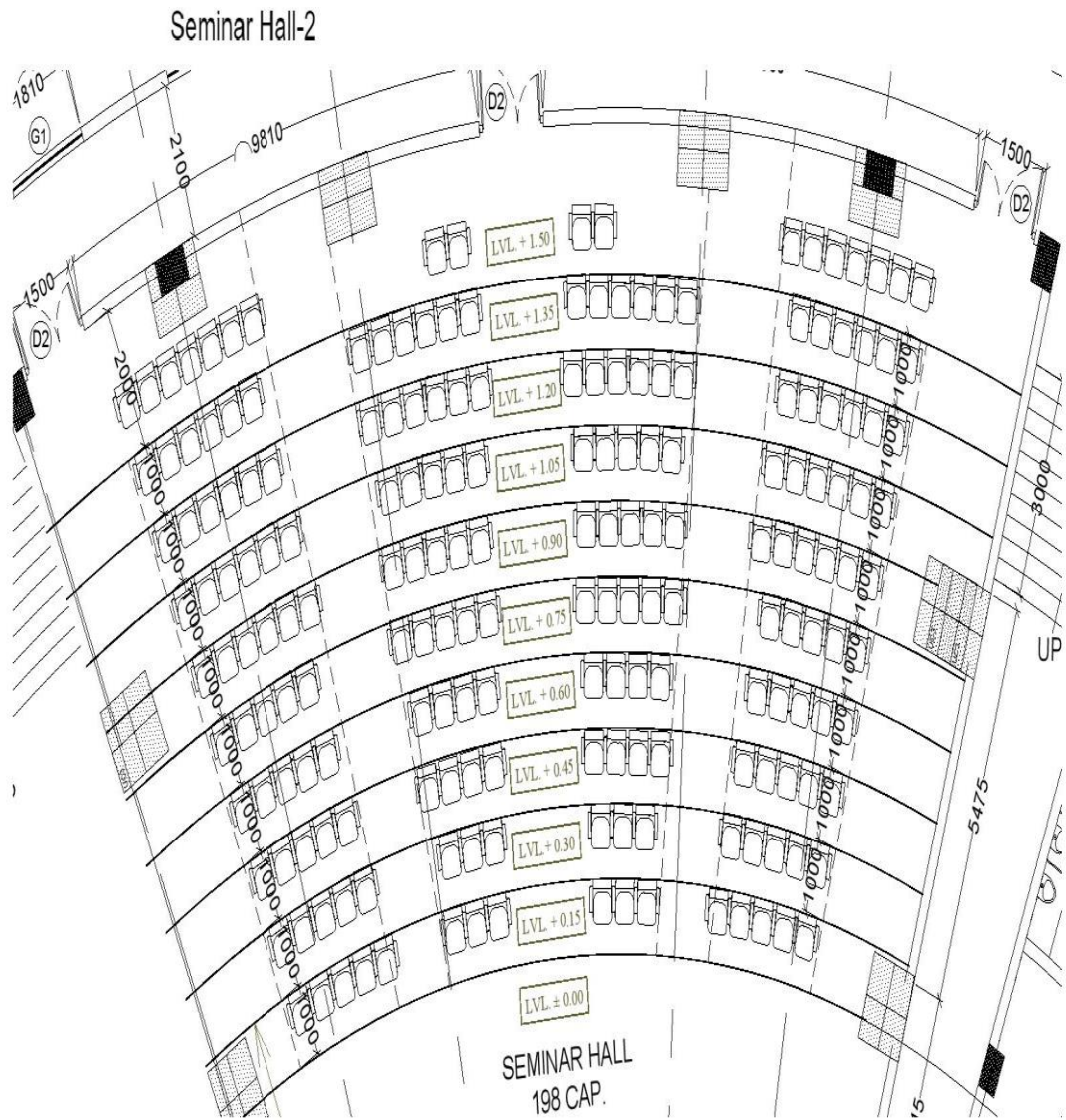
2.
(Signature, name and address)

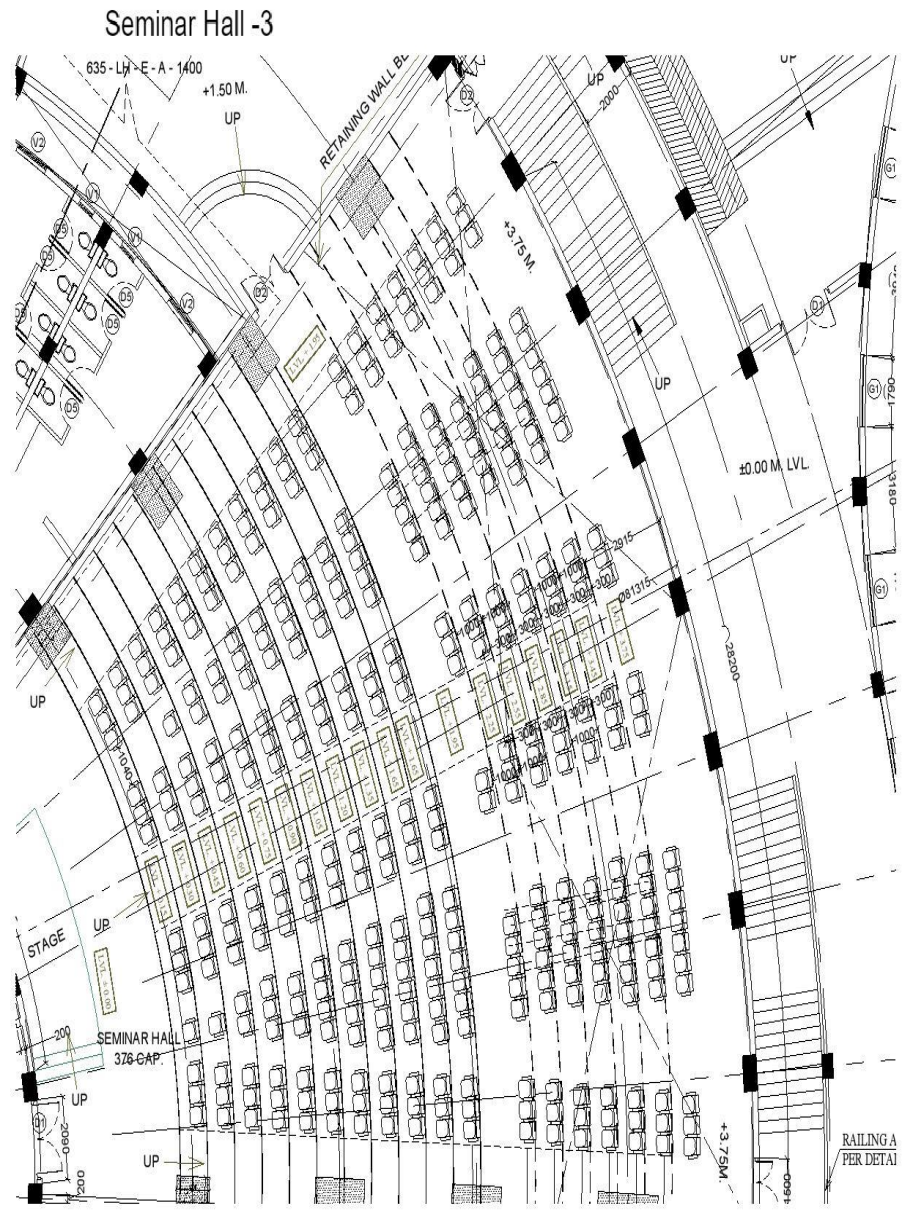
Place:

Dated:

Seminar Hall-1







Seminar Hall- 4

