



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान भोपाल

Indian Institute of Science Education and Research Bhopal

NOTICE INVITING e-TENDER

Tender Enquiry No. IISERB/ SP /2016-17/

Dated:

Indian Institute of Science Education and Research (IISER), Bhopal, is an autonomous Institute established under Ministry of HRD, Government of India. Institute would like to procure -----
----- for **e-Tenders** are invited from the reputed & bonafide Manufacturers and Authorised Dealers/Distributors. The potential bidders are required to visit the website www.tenderwizard.com/IISERB for submission of tender.

1. Brief Details of item(s)/ material

Plant Growth Light Racks

The Detailed Technical Specifications of the material to be procured under this tender are given separately in [Annexure – I \(a\)](#)

2. The Bidders are requested to give detailed tender in two Parts i.e.

Part - I : Techno-Commercial Bid.

Part - II : Price Bid.

Detailed procedure for submission of bids/offers is given in [Annexure - III](#)

I - Techno-Commercial Bid

- Provide complete information in [Annexure-II](#). This part of the tender shall contain company profile and commercial terms & conditions of contract for the supplies to be made and services to be rendered.
- No brochures/leaflets etc. should be submitted in loose form. Please indicate page nos. on your quotation.
- Submission of compliance sheet as per [Annexure – I \(b\)](#) is essential part of Techno-Commercial Bid.** If there is any deviation in specifications of material/ items, record with complete details. Attach separate sheets wherever required. The Institute reserves the right to decide on such deviation/s.
- The technical offer should not contain any price information.**

II - Price Bid

- The Price Bid shall contain rates of the items. The price should be FOR Destination / FOB International Airport (in case of foreign manufacturer) and be quoted indicating the basic price, discount on basic price, taxes and duties as applicable.
- In case of any discrepancy in the rates indicated in the Price bid either in figures or words, the rates in words will be considered for evaluation.
- Format of price bid is enclosed with document and annexed as [Annexure-IV](#)

3. Contact for information:

- For any Technical Details: **Name:**
Tel. No
Email:

b) For any commercial terms and condition:

**Stores and Purchase Office, (IISER), Bhopal
Bhopal by Pass Road, Bhauri Bhopal-462066
Tel: +91-0755-6692311 / 312**

4. Submission of Bids:

- (1) Bid must be submitted only through e-tendering mode on www.tenderwizard.com/IISERB
- (2) Bid submission through any other mode will not be accepted. **EXCEPT** In case of Foreign Bidders without having Indian Agents can submit sealed offers to Stores & purchase office and without EMD by duly enclosing an undertaking to this effect on or before the date & time of submission of tender.
- (3) Bidders must submit print outs of the technical documents uploaded on the portal and any other literature except for price bid before due date and time. In case, of any discrepancy, the online submitted details will be considered.
- (4) Bidder should submit details of Physical /actual EMD on or before the closing time and date of closing date of online tender and upload the copies of thereof on the website. IISER Bhopal will not be responsible for any postal delay or delivery at wrong address. The tenders of bidders whose physical EMD is not received in time, are liable to be rejected as per decision of the institute.

- **Time and Date of Submission: On or before -----PM on -----,2016.**
- **Time and Date of opening Techno-Commercial Bid: At -----PM on-----,2016.**
- **Opening of part-II (Price) will be intimated later to technically qualified tenderers after scrutiny of Techno-Commercial part.**

5. Instructions to Bidders:

- a) If the bid is submitted by authorized dealer/ distributor for branded makes, a authorization letter from principals clearly indicating that the vendor is the authorized to sell and provide services for the items mentioned in the scope of supply given in tender documents shall be produced.
- b) Purchase Orders if any, for identical equipments supplied to other IISERs/IITs/Central Universities etc. for the preceding three years should be given together with the prices eventually or finally paid.
- c) Copy of CST/VAT/TIN No. and PAN No. allotted by the concerned authorities should be enclosed.
- a) In case of foreign quote, the address of Principal's / Manufacturer's and their Banker's details should be furnished along with certificate.
- b) All pages of the tender document shall be invariably signed by the authorized Personnel and Company's rubber stamp affixed. Photocopies of all certificates shall be self-attested by the authorized personnel. There shall be no corrections or overwriting in the tender document. Corrections, if any, should be made clearly and countersigned.
- c) The makes/brand and name and address of the manufacturer, Country of Origin, and currency in which rates are quoted are to be clearly mentioned.
- d) Period of delivery, Period of Warranty should be mentioned specifically.
- e) Training charges (if any) be quoted separately.
- f) Authorized dealer can submit bid on behalf of only one principal/OEM in the same tender for the same item/product.
- g) Either the authorized dealer on behalf of the principal/OEM or principal/OEM itself can bid but both cannot bid simultaneously for the item /products in the same tender.
- h) Bidders are required to mention INR value on the date of submission of tender, in case of foreign currency quotes. This INR value should remain same during the validity period of bid. However, any downward revision is to be passed on to IISER Bhopal.

6. Other Terms and Conditions

1. IISER, BHOPAL reserves the right to accept or reject any bid in part or full without assigning any reason whatsoever. The Institute will not hold any responsibility for postal loss or delay of any bid.
2. **Period of validity of bids:** Bids shall be valid for a minimum period of **90 days** from the date of

- opening of the Techno-Commercial Bid.
3. **Delivery Period:** The required quantities of material have to be delivered and --- weeks from acknowledgement of the Purchase Order by Supplier or date of LC acknowledgement.
 4. In case your quote is Ex-works basis estimated insurance coverage charges may please be indicated.
 5. In case of Foreign Quote, the mode of dispatch should be by Air / Post Parcel. The approximate dimensions of the packages and weight of consignment are to be indicated.
 6. In case of INR bids the price quoted should be on F.O.R., IISER Bhopal. Govt. Levies like excise duty, sales tax, octroi, WCT etc., if any, shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price, Excise Duty, VAT/ Central Sales Tax etc. Please note that IISER Bhopal is exempted from payment of Central Excise duty vide Govt. Notification No.10/97-Central Excise dated 1st March, 1997.
 7. Being an Educational and Research Institute IISER, BHOPAL is exempted from payment of Custom Duty vide Govt. Notification No.51/96-Customs dated 23rd July, 1996. **The Institute shall provide standard exemption certificate on request by the vendor and certificate in any other format may be issued on specific request solely based on discretion of the Institute. Any other commercial terms & conditions mentioned by the vendor will not be binding on the Institute in any way unless agreed specifically beforehand by the Institute in writing.**
 8. For imported items the agency commission payable to Indian Agent may be indicated. Agency commission will be paid in INR after satisfactory commissioning and acceptance of the item.
 9. Bidder shall provide duly signed certificate as enclosed at [Annexure-V](#) with Techno-Commercial Bid.
 10. Completely filled up **Integrity Pact** placed at Annexure VII is to be enclosed.
 11. **EMD: EMD should be in the form of bank transfer (SBI I-Collect) / challan at the campus branch of SBI, IISERB only. Except in case of foreign bidders without having Indian agents may be exempted for EMD by enclosing an undertaking.**

The Techno-commercial Bids must **accompany details of EMD payment**. No interest shall be paid on earnest money deposited. Bidders having valid registration with NSIC for tendered item and value will be considered for exemption from EMD amount as per extant rules.

12. In accordance with the Ministry of Finance Office memorandum No F 20/2/2014 PPD (Pt) dated 25th July 2016 the institute may relax condition of prior turnover and prior experiences for Startups and MSMEs subject to meeting of quality and technical specifications on case to case basis.

13. **Penalty for delayed supply and installation**

Time is the essence of the contract and the supplier shall pay or allow the Institute to realize the sum equivalent to 01(One) per cent of the total order value per week, subject to a maximum limit of 10% of the order value, as agreed compensation for delay for the period during which the supply and installation shall remain incomplete beyond the offered time of completion/execution or beyond the time duly extended in writing by the Institute. The Institute may deduct such damages from any money due to the supplier.

14. **Payment Term**

- 7.1. For Indigenous items : 100% payment shall be made against satisfactory delivery, acceptance and successful installation & commissioning.
- 7.2. For imported items : (a) 100% payment shall be made by wire /telegraphic transfer after delivery, acceptance and installation.

OR

(b) 100% payment shall be made by Irrevocable Letter of Credit. Out of which 90% will be paid against submission of following documents:

1. Air way Bills – 2 copies
2. Packing List – 2 copies
3. Invoice for shipping – 4 copies

Balance 10 % will be paid after installation and satisfactory

commissioning of item by purchaser.

Note. I. All bank charges outside India shall be borne by the supplier.

II. LC will be opened on receipt of unconditional acceptance of purchase order.

III. Accepted term of payment shall be clearly indicated in Tender / Offer document

The bidder must give unconditional acceptance to payment terms and condition, delivery period. Any contrary terms & conditions will not be acceptable unless specifically agreed by the Institute.

7.3. Payment for comprehensive warranty & manpower provided for operation and functioning of the instrument shall be paid on half yearly basis separately against satisfactory service.

15. **Warranty:** 1 year. Warranty period will start from the date of installation and satisfactory commissioning.

.14 Jurisdictions

The disputes, legal matters, court matters, if any, shall be subject to Bhopal Jurisdiction only.

Stores and Purchase Officer

Specifications for -----

COMPLIANCE SHEET

SL. No.	Desired Specifications of -----	Technical Compliance Please write Yes/No
1		-
2		
3		
4		
5		
6		-
7		-
8		-
9		-
		-
11		-
		-
12		-
13		
14		
Name of Authorised Signatory:		
Name of Company:		
Date:		-

TECHNO-COMMERCIAL BID
For supply of Plant Growth Light Racks to IISER, Bhopal

1.	Name of Tendering Company with Registration No. & Date issued by appropriate authorities (Please enclose copy of certificate of registration)													
2.	Do you possess trade license issued by Competent Authorities in India? If so, please enclose a copy.													
3.	Name of Proprietor / Director													
4.	Furnish following particulars of the Registered Office													
	a. Complete Postal Address													
	b. Telephone No.													
	c. Fax. No.													
	d. E-Mail Address													
5.	Furnish following particulars of the Local Branch Office. (if any)													
	a. Complete Postal Address													
	b. Telephone No.													
	c. Fax. No.													
	d. E-Mail Address													
6.	PAN No. (Attach Attested Copy)													
7.	TIN No. (Attach Attested Copy)													
8.	If Manufacturer – Pl. attach the certificate of Registration If Authorised Dealer / Distributer – Pl. attach relevant certificate.													
9.	Financial turnover for the three financial Years.(Please attach copy of certificate by Chartered Accountant in original)													
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Financial Year</th> <th style="width: 30%;">Amount (` In Lakhs)</th> <th style="width: 40%;">Remarks, if any</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">20 - 20</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">20 - 20</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">20 - 20</td> <td></td> <td></td> </tr> </tbody> </table>	Financial Year	Amount (` In Lakhs)	Remarks, if any	20 - 20			20 - 20			20 - 20			
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20 - 20														
20 - 20														
20 - 20														
	(Attach separate sheet if space provided is insufficient)													

10.	<p>Give details of the major clients – Educational Institutes/Universities, Government Departments, Research Organisations, to whom item/material of same type have been supplied by the bidder during the last five years in the following format.</p>			
Sl. No	Name & address of the client with details - Name of the contact person, telephone no., Fax no., e-mail id	Name & quantity of the items sold	Purchase Order/Indent No. & Date	Amount `
1				
2				
3				
4				
5				
(If the space provided is insufficient, a separate sheet may be attached)				
11.	<p>The agency should not have been black listed or banned by any Govt. Department, Government Organization, PSU, University, Autonomous Institute etc. A notarized certificate to this fact should be enclosed with techno-commercial bid as per Annex. V</p>			
12.	<p>Are you an ISO certified manufacturer? If so, please attach a copy of the certificate.</p>			
13.	<p>Please specify the minimum time required to supply the item / material from the date of receipt of the Purchase Order</p>			
14.	<p>Additional information, if any (Attach separate sheet, if required)</p>			

(The Annexure II must be submitted in the given format on the website only)

SPECIAL INSTRUCTIONS FOR TWO PART e-TENDER

1.1 MANNER AND METHOD FOR SUBMISSION OF TENDERS

1.1.1 All tenders in response to this invitation shall be submitted in Two Parts on the e-tendering website i.e. **www.tenderwizard.com/IISERB**

- (i) Part I (Techno-Commercial) (Bidders don't need to send hard copies. All the documents shall be submitted on e-tendering website only.)
- (ii) Part II (Price needs to be uploaded in given format on the website. don't submit the hard copies of part II)

1.1.2 A. PART-I (TECHNO-COMMERCIAL) This part of the tender shall include/contain all technical details, technical specifications, drawings and also the commercial terms and conditions of contract for the supplies to be made and the services to be rendered **EXCLUDING ANY PRICE DETAILS THEREOF.**

B. PART-II (PRICE) This part should contain only the prices of the stores offered for supply and the charges for the services to be rendered.

1.1.3 Part-I (Techno-Commercial) should contain/include only technical specifications, technical details, literature, reference to earlier supplies of similar equipment without enclosing the purchase order copies, drawings, quantity, time required for submission and approval of drawings, manufacturing and delivery schedule, inspection/testing procedure itemized list of spares and quantity (without price) recommended by the tenderer for purchase term of price mode and terms of payment, mode of dispatch, the quantum/percentage of statutory levies payable by the Purchaser as extra and all related commercial terms and conditions for the supplies and for the services like erection and commissioning to be rendered by the tenderers. The tenderer shall take special care **NOT TO MIX UP** the price of the stores in this part of the tender.

1.1.4 Part-II(Price) shall include/contain only price, price break-up, freight/safe delivery charges, charges for training of the Purchaser's engineers wherever applicable, lumpsum charges for erection and commissioning work as is envisaged in the Purchaser's tender document, testing charges, third party inspection charges etc. This part of the tender i.e. Part-II (Price) shall be enclosed separately in the sealed envelope.

1.2 TECHNICAL CLARIFICATIONS

1.2.1 After opening the Part-I (Techno-Commercial) of the tender, if it becomes necessary for the technical authorities/user department to seek clarification from the tenderers, the same will be sought for from the tenderers by the Technical authorities/user department, in such an event, the tenderer shall-

- (i) Furnish all technical information/clarification to the concerned technical authority directly in the sealed envelope to reach on or before the due date, and time fixed by the technical authorities in an ordinary envelope indicating the Purchaser's tender reference. If the technical clarification/details sought for by the technical authorities from the tenderers do not reach them on or before the due date and time fixed for its receipt, such tenders will be liable for rejection at the discretion of purchaser.

- (ii) Have an option to modify the price based on the technical clarifications or discussion the tenderers had with the user department. In case they wish to make any revision in the price, they should communicate such a revision in price in sealed cover within due date.

1.3 OPENING OF TENDERS

- 1.3.1 Part-I (Techno-Commercial) of the tender will be opened at the first stage on the due date and time indicated for opening in the tender notice. While the Part-II (Price) will be opened at the second stage on the date and time as intimated after scrutiny of Part-I (Techno-Commercial).
- 1.3.2 While all the tenderers who submit tenders online on e-tendering website within the due date and time specified for its receipt will be permitted to participate in the opening of Part-I (Techno-Commercial) of the tender on the due date and time indicated in the tender inquiry, the opening of the Part-II (Price) of the tender can be attended to only by such of those tenderers whose tenders are found to be technically suitable/acceptable to the Purchaser and to whom intimation thereof is given by the Purchaser by Fax/Telegram, Letter, etc.
- 1.3.3** The tenders whose Techno-Commercial Part (Part-I) are found suitable/acceptable to the Purchaser, will be given advance intimation by the Purchaser to enable such tenderers to depute their representative to participate in the opening of the Part-II (Price) of the tender. The technically unqualified tenderers will neither be given any intimation about the due date and time for opening Part-II (Price) of the tender nor will they be permitted to participate in the opening of the same. **Part-II (Price) of the technically disqualified tenderers will not be opened.**

Note:- 1. Part-I (Techno-Commercial) and Part-II (Price) should be uploaded and submitted **on e-tendering website i.e. www.tenderwizard.com/IISERB only.**

Tenders not submitted on e-tendering website will be summarily rejected.

PRICE BID

Enquiry No. IISERB/SP/2016-17/ dated -----

for Supply of :-----

Currency : _____

Sl. No	Description of Material	Qty	Currency	Rate Quoted per Unit	Total Amount
1.	Plant Growth Light Racks (Specifications as per Annexure I(a))	08			
	Total				
	Discount Offered				
	Discounted Price				
	Taxes & Duties				
	Net Price Offered (in Fig. and words)				

Note :

- The basic price should be FOR, Institute. / FOB International Airport (in case of foreign supply) Please indicate basic price, discount offered, Taxes, Duties, separately.*
- Price of Optional items and accessories shall be quoted separately.*

Name of Authorised Signatory:

Name of Company:

Date:

CERTIFICATE & DECLARATION

It has been certified that all information provided in tender form is true and correct to the best of my knowledge and belief. No forged / tampered document(s) are produced with tender form for gaining unlawful advantage. We understand that IISER, Bhopal is authorized to make enquiry to establish the facts claimed and obtain confidential reports from clients.

In case it is established that any information provided by us is false / misleading or in the circumstances where it is found that we have made any wrong claims, we are liable for forfeiture of EMD/SD and or any penal action and other damages including withdrawal of all work / purchase orders being executed by us. Further IISER, Bhopal is also authorized to blacklist our firm/company/agency and debar us in participating in any tender/bid in future.

I / We assure the Institute that neither I / We nor any of my / our workers will do any act/s which are improper / illegal during the execution in case the tender is awarded to us.

Neither I / We nor anybody on my / our behalf will indulge in any corrupt activities / practices in my / our dealing with the Institute.

Our Firm/ Company/ Agency is not been blacklisted or banned by any Govt. Department, PSU, University, Autonomous Institute or Any other Govt. Organization.

Date

Signature of the Tenderer

Place

Stamp

Note: This certificate should be executed on duly notarised ` 100/- NJ Stamp Paper.

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To

WHEREAS
(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated to supply (description of goods and services) (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 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 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

To,

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

Sub:

Dear Sir,

It is here by declared that IISER Bhopal 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 tender/bid documents, failing which the tenderer/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 IISER Bhopal.

Yours faithfully,

Stores and Purchase Officer

To,
Stores and Purchase Officer
IISER Bhopal

Sub:

Dear Sir,

I/We acknowledge that IISER Bhopal 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 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 IISER Bhopal. 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, IISER Bhopal 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

(Duly authorised signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorised to sign the relevant contract on behalf of IISER Bhopal.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on thisday of 20.....

BETWEEN

Director IISER Bhopal represented through Stores and Purchase Officer, IISER Bhopal, (Hereinafter referred as the institute, '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 to as the (Details of
duly authorized signatory)

"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 for.....
(Name of work)
hereinafter referred to as the **"Contract"**.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as **"Integrity Pact"** or **"Pact"**), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

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

Article 1: Commitment of the Principal/Owner

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

reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

- (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC 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) commit 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/PC 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.

- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 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 **practice 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 Contractor 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:

- i. 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 of 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 Indian Penal code (IPC)/Prevention of Corruption 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 Subcontractors/ 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 12 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, IISER Bhopal.

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
Date

INSTRUCTION TO SUPPLIERS/BIDDERS:

The tender shall be accepted **only through online e-tendering process** and all details pertaining to the tender and guidelines for e-tendering are available on the website www.tenderwizard.com/IISERB.

Intending contractors need to register themselves on the e-tendering website www.tenderwizard.com/IISERB to get the USER ID and PASSWORD by paying required registration fee (Annual & Non-Refundable) through e-payment only and completing the steps specified on above referred website.

Special Note: The price bid and other documents has to be Submitted separately online at www.tenderwizard.com/IISERB. The date of Submission of online Technical and Financial will be as per tender notice.

Requirement for Vendors:-

P.C. Connected with internet

Registration with portal www.tenderwizard.com/IISERB

Class-III Digital signature certificate in the name of the company of the vendor is mandatory(in the name of the company who will be submitting the EMD & general information).this may be obtained by calling our helpdesk (09981783170 and 011-49424365).Bids will not be recorded without Digital signature Certificate.

Bidders will have to pay Tender Processing fee **Rs/- including service tax (Non-Refundable)** through e- payment in favour of M/S ITI Ltd.

Note: Please check the Digital Signature Certificate. For more details bidders may visit e-tendering portal and download the help manuals uploaded in the website.

Contact Person:-

Mr. Ranjit Kumar Ranjan Mob: 09981783170

Email: twhelpdesk674@gmail.com

Mr.Nikhil Sanal Mob: 09650544776

Email: twhelpdesk673@gmail.com

Help Desk No: 011-49424365