INDIAN INSTITUTE OF TECHNOLOGY GANDHINAGAR
Ground Floor, Room No. 101, Academic Block no. 3,
Palaj, Gandhinagar - 382 355. Email id – purchase@iitgn.ac.in
Website: www.iitgn.ac.in

NOTICE INVITING TENDER

Tender No.: IITGN/PHY/NONCONS/2018-19/181 **Date: 12th September, 2018**

SUB: Invitation of sealed tender (two bids) for Supply and Installation of "Ultra High Vacuum Compatible System for Organic/Metal Physical Vapor Deposition" as per details and specifications shown in the Annexure-I at IIT Gandhinagar.

Dear Sir/Madam,

Indian Institute of Technology Gandhinagar (IITGN) invites sealed tender (two bids) for **Supply and Installation of "Ultra High Vacuum Compatible System for Organic/Metal Physical Vapor Deposition" as per details and specifications shown in the Annexure-I** on the following terms & conditions:

1. Online Manual/Sealed bids are invited on single stage two bid systems for supply and Installation of "**Ultra High Vacuum Compatible System for Organic/Metal Physical Vapor Deposition**". Manual/Offline bids shall not be accepted.

2. Document Download: Tender documents may be downloaded from CPPP Site https://eprocure.gov.in/eprocure/app and Institute's website i.e. www.iitgn.ac.in (for reference only) as per the schedule as given in CRITICAL DATE SHEET as under:

CRITICAL DATE SHEET

Published Date and Time	**12th September, 2018, 11.00 AM**
Bid Document Download/Sale Start Date and Time	**12th September, 2018, 11.00 AM**
Clarification Start Date and Time	**12th September, 2018, 11.00 AM**
Clarification End Date and Time	**28th September, 2018, 04.00 PM**
Bid Submission Start Date and Time	**12th September, 2018, 11.00 AM**
Bid Submission Download/Sale End Date and Time	**9th October, 2018, 05.00 PM**
Bid Submission End Date and Time	**9th October, 2018, 05.00 PM**
Technical Bid Opening Date and Time	**11th October, 2018, 03.00 PM**

3. Bid Submission :

   Bids shall be submitted online only at CPPP website: https://eprocure.gov.in/eprocure/app.

   Tenderer/Contractor are advised to follow the instructions "Instructions To Bidder for Online Bid Submission" provided in the Annexure "For online submission of bids".

   Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4. Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s), director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

5. Tenderer who has downloaded the tender from the Institute's website i.e. www.iitgn.ac.in and Central Public Procurement Portal (CPPP) website https://eprocure.gov.in/eprocure/app, https://eprocure.gov.in/epublish/app shall not tamper/modify the tender document including downloaded price bid template In any manner. In case if the same found tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with IIT Gandhinagar.

6. Intending tenderers are advised to visits again Institute website i.e. www.iitgn.ac.in and CPPP website https://eprocure.gov.in/eprocure/app regularly till closing date of submission of tender for any corrigendum/addendum/ amendment.

The General Terms and Conditions of the tender are as under:

1. If the supplier/firm is manufacturer/authorized dealer/sole distributor of any item/equipment, the latest certificate to this effect should be attached.

2. The tender documents are to be submitted online in two parts as **Technical Offer and Financial offer:**

a.) The "Technical offer" should include the detailed specifications of main item/equipment and its accessories. All items should be numbered as indicated in the **Annexure-I.** The bidder should submit '**Technical Compliance Report'** as per **Annexure-II** of the quoted item/equipment. Moreover, the "Technical offer" must be accompanied by the 'Integrity Pact'(as per **Annexure-III**).

b.) The financial offer should include the cost of main item/equipment and its accessories numbered as in **Annexure-I**. If there is any separate cost for installation etc. that should be quoted separately. The total cost should be quoted in words as well as figures (typed or printed). Amendment should be avoided. Amendments, if any, should be duly initialed, failing which the offers are liable to be rejected.

c.) The two parts of the online offer should be submitted in separate envelopes/packets available in online mode which shall clearly mark as **"Technical Offer" & "Financial Offer"**. These two envelopes/packets along with envelope/packet for EMD and Tender Fee marked **"Tender Fee & EMD"** (total three envelopes/packets) must be submitted in online mode in respective envelope/packets available in tender.

d.) The Financial Offer must be submitted/mentioned in the BOQ format only. If the financial offer is not in the prescribed format, it will be rejected.

3. The tender acceptance letter shall be attached along with the technical bid.

4. Fax and Email quotations are not acceptable.

5. Quotations should be valid for 120 days from the tender due date. The quotation should clearly indicate the period of delivery, warranty terms etc. A minimum **two years warranty** is required from the date of installation and commissioning of item/equipment(s). Further, a minimum of one year ten months warranty is required on vacuum pump from the date of installation and commissioning.

6. Relevant literature pertaining to the items quoted with full specifications (and drawing, if any) should be sent along with the Quotations, wherever applicable.

7. The Suppliers should submit copies of suitable documents in support of their reputation, credentials and past performance about the product/equipment which they have supplied to premier educational Institution(s). Without these documents the tender may be rejected by the Institute.

8. The tender document must be accompanied by copy of PAN, Certificate of firm/company registration, GST registration and service tax registration as applicable.

9. The quotations should be given for the items in the same order as in the tender document.

10. The required quantity of the cited item/equipment(s) is 1 (one) no. and may vary as per demand of the institute at the time of placing order.

11. The Vendor must be able to provide the product/items within specified time period as prescribed in the Purchase Order, failing which the EMD will be forfeited. Furthermore, on completion of the stipulated time period, Purchase Order will be cancelled and award will be given to another qualified bidder with the negotiated terms & conditions.

12. Imported supplies should be delivered by air and quoted for CIP, Ahmedabad only. Institute prefers the Insurance of the consignment from the vendor's warehouse to Institute's Workshop.

13. For Import purchase

(a) In case of payment through Letter of Credit (LC), 90% (Ninety Percent) of the payment will be released after completion of the supply/delivery. The balance 10% (Ten Percent) of the payment will be released after satisfactory installation of the item/equipment and submission of performance bank guarantee.

(b If the Payment is in the form of foreign currency draft/TT, the Institute may release the payment within 30 working days after supply/delivery, successful installation of the item and submission of performance bank guarantee at IIT Gandhinagar.

For indigenous purchase 'Advance Payment' is not allowed in any case. 100% payment will be released after completion of the supply/delivery, successful installation and submission of performance bank guarantee.

14. IIT Gandhinagar is eligible for concessional rate of GST i.e. @ 5% under the Notification No. 45/2017, Central Tax (Rate), State Tax (Rate) and/or 47/2017, Integrated Tax (Rate), dated 14.11.2017 subject to applicability of the cited clause of GST on items based on directives of DSIR and is also eligible for concessional rate of custom duty. Necessary certificate will be issued on demand. IIT Gandhinagar will make necessary arrangements for the clearance of imported goods at the Airport. Hence, the price should not include these charges.

15. In the event of any dispute or difference(s) between the vendee IIT Gandhinagar and the vendor(s) arising out of non-supply of material or supplies not found according to the specifications or any other cause whatsoever relating to the supply or purchase order before or after the supply has been executed, shall be referred to the concerned authority of IIT Gandhinagar who may decide the matter himself or may appoint arbitrator(s) under the arbitration and conciliation Act 1996. The decision of the arbitrator shall be final and binding on both the parties.

16. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.

17. All disputes shall be subject to Gandhinagar Jurisdiction only.

18. IIT Gandhinagar reserves the rights to accept/reject any offer in full or in part or accept any offer other than the lowest offer without assigning any reason thereof. Any offer containing incorrect and incomplete information shall be liable for rejection.

19. Any effort by a supplier to influence IITGN's tender evaluation, tender comparison or contract/order award decisions may result in the rejection of the supplier's tender and forfeiture of the supplier's EMD.

20. After opening of bids, information relating to the examination, clarification, evaluation and comparisons of bids and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.

21. The tender/bid (i.e. technical offer) will be opened on **11.10.2018** at **03:00 PM** at IIT Gandhinagar Premises.

a.) The suppliers or their authorized representative may also be present during the opening of the Technical offer, if they desire so, at their own expenses. The required technical specifications of the item/equipment(s) are mentioned in Annexure-I.

b.) Only those financial offers will be opened whose technical offers are found suitable by the expert panel/committee appointed for the concerned item/equipment and who fulfills all the technical specifications mentioned in the Annexure-I of the item/equipment.

c.) No separate information shall be given to individual bidders. In incomparable situation, the committee may negotiate price with the technically and financially qualified bidder before awarding the offer.

d.) The tender committee reserves its right to select or reject any or all of the items/equipment mentioned above without assigning any reasons.

22. In case the supplier requires any elucidation regarding the tender document, they are requested to contact to the Assistant Registrar (MM) through e-mail, purchase@iitgn.ac.in on or before **04:00 PM, 28.09.2018.**

23 (a). A demand draft of **Rs. 1,000/- (Rupees One Thousand Only)** towards non-refundable tender fee and a demand draft of **Rs. 70,000/- (Rupees Seventy Thousand Only)** towards refundable EMD from a nationalized bank/schedule bank in favor of "**IIT Gandhinagar**" payable at Gandhinagar placed in a separate envelope marked **"Tender Fee & EMD"** should be forwarded/submitted in the physical form to the Institute. Tender fee and EMD issued by co-operative banks are not accepted. Both the demand drafts should be valid for 90 days **(Demand Drafts must be complied with CTS 2010 standards prescribed by Reserve Bank of India).** Without the tender fee and EMD the bid will not be considered.

(b). **Valid NSIC and MSE Certificates will be accepted for relaxation of EMD and tender fee.** Presently EMD/Tender Fee exemptions and price preference are applicable to only Micro and Small Industries. In view of the above, if the vendor will claim for EMD/Tender Fee exemptions, the vendor should meet all the criterias for Micro and Small Industries. The vendor must have to submit the supporting documents like NSIC registration certificate, MSE registration certificate issued by competent government bodies to become eligible for the tender fee/EMD exemptions. **The certificates of the vendor (NSIC/MSE) shall cover the items tendered to get EMD/Tender Fee exemptions.** NSIC certificate shall be valid as on due date/extended due date of the tender. This is not applicable for non NSIC unit.

Note – In case the bid is submitted as an **Indian arm of a foreign bidder** and the eligibility criteria conditions were met through foreign company, then the **EMD exemption cannot be claimed under the MSME status of India arm/subsidiary**. Thus a bidder who solely on its own, fulfills each eligibility criteria condition as per the tender terms and conditions and who are having MSE status, can claim EMD exemption/tender fee.

(c). The **EMD of the successful bidder** will be returned without any interest after completion of **the successful installation**. The earnest money of **unsuccessful bidders** will be returned to them **without any interest within thirty (30) working days after awarding the offer**. **For further query regarding the EMD, vendor/bidder(s) are required to contact with Assistant Registrar (MM) through e-mail, purchase@iitgn.ac.in.**

24. Requisite Tender Fee and EMD have to be forwarded through speed post or registered post, courier, hand delivery to the following address so as to reach the following address on/before **05:00 PM, 09.10.2018.**

Assistant Registrar (MM)
Indian Institute of Technology Gandhinagar,
Ground Floor, Room No. 101, Academic Block no. 3,
Palaj, Gandhinagar -382 355
Email id – purchase@iitgn.ac.in

Other Terms & Conditions:

1. **Pre – Qualification Criteria**:

a. **Authorization:** In continuation of clause 1, bidder(s) should be the manufacturer / authorized dealer. 'Letter of Authorization' from Original Equipment Manufacturer (OEM)/Principal on the same and specific to this tender should be enclosed.

i) In this tender, either the Indian agent on behalf of the Principal/Original Equipment Manufacturer (OEM) or Principal / OEM itself can bid but both cannot bid simultaneously for the same item.

ii) If an Indian agent submits bid on behalf of the Principal/Original Equipment Manufacturer (OEM), the same agent shall not submit a bid on behalf of another Principal/OEM in this tender.

b. **Undertaking:** An undertaking from the Original Equipment Manufacturer (OEM) is required stating that they would facilitate the bidder on a regular basis with technology/product updates and extend support for the warranty period as well, as per **Annexure-IV.**

Note – The bid of the vendor/bidder which does not comply with pre-qualification criteria will not be processed/evaluated further.

2. **Performance Guarantee Bond:**

a. Performance Guarantee Bond is mandatory.

b. Successful supplier/ firm should submit performance guarantee as prescribed and to be received in the office of Assistant Registrar, Materials Management Division before the date of commencement of supply or 30 days from the date of acceptance of the purchase order, whichever is earlier. The performance guarantee bond to be furnished in the form of Bank Guarantee as per given proforma of the tender documents, for an amount covering 10% of the value of quantity of material on landed cost basis.

c. The Performance Guarantee should be established in favor of "**IIT Gandhinagar**" through any Nationalized Bank/Schedule Bank Situated at Gandhinagar with a clause to enforce the same on their local branch at Gandhinagar.

d. Validity of the performance guarantee bond shall be for a period of entire warranty period from the date of issue of installation & commissioning.

3. Integrity Pact: The vendor/Tenderer(s) are required to submit the Integrity Pact (**as per Annexure-III)** along with the tender document.

4. Delivery: The item/equipment should be delivered and installed within the period as specified in the purchase order and be ready for use within two weeks of delivery unless otherwise prescribed.

5. Penalty: If the suppliers fails to deliver and place any or all the equipment or perform the service by the specified date, penalty at the rate of 1% per week of the total order value subject to the maximum of 10% of total order value will be deducted.

6. Training: Suppliers need to provide adequate training at IIT Gandhinagar to the nominated person(s) of IIT Gandhinagar at their cost. IIT Gandhinagar will not bear any training or living expenditure in this regard. The Supplier should arrange for regular visit to the IITGN campus by its technical team and assist in maintenance of the item/equipment within warranty period. Assistance limited to locking companies with manufacturer will not be considered sufficient.

7. Installation & Warranty Declaration: Suppliers must give the comprehensive onsite warranty as required from the date of successful installation of item/equipment against any manufacturing defects. In the

installation report the model number of instrument and all spares parts/accessories numbers should be in the line of purchase order and suppliers are required to submit the warranty certificate **(as per Annexure-V).** If any item covered under warranty fails, the same shall be replaced free of cost including all the applicable charges (shipping cost both ways). **Installation must be done within stipulated time period from the date of delivery of the item/equipment as specified in the purchase order.**

Any deviation in the material and the specifications from the accepted terms may liable to be rejected and the suppliers need to supply all the goods in the specified form to the satisfaction / specifications specified in the Purchase order and demonstrate at the their own cost.

Assistant Registrar (MM)

Form A

PARTICULARS TO BE FILLED BY THE BIDDER

1. Name of the Supplier:

2. Complete Address of the Supplier:

3. Availability for demonstration of instruments at IIT Gandhinagar: Yes / No [Please √]

4. Cost of the Tender enclosed: Yes/No [Please √] If yes,

   a.) Name of the Bank_____

   b.) Amount in (₹)_____

   c.) Demand Draft No. _____

5. Earnest Money Deposit enclosed: Yes / No [Please √] if Yes,

   a.) Name of the Bank_____

   b.) Amount in (₹) _____

   c.) Demand Draft No. _____

   d.) Last Validity date of the enclosed DD _____

6. Communication details of the concerned contact person to whom all references shall be made regarding this tender enquiry. [NOTE: Any changes after submission of Tender documents kindly update IIT Gandhinagar]

   a.) Full Name :

   b.) Complete Postal Address:

   c.) Telephone No.:

   d.) Fax No.:

   e.) Mobile No.:

   f.) E-mail:

   g.) Website Address:

Note: - Demand Drafts must be complied with CTS 2010 standards prescribed by Reserve Bank of India.

Form B

PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/UNSUCESSFUL BIDDER

RTGS/National Electronic Fund Transfer (NEFT) Mandate Form

1	Name of the Bidder	
2	Permanent Account No (PAN)	
3	Particulars of Bank Account	
	a) Name of the Bank	
	b) Name of the Branch	
	c) Branch Code	
	d) Address	
	e) City Name	
	f) Telephone No	
	g) NEFT/IFSC Code	
	h) RTGS Code	
	i) 9 Digit MICR Code appearing on the cheque book	
	j) Type of Account	
	k) Account No.	
4	Email id of the Bidder	

Note: - Please attach original cancelled cheque along with the RTGS/National Electronic Fund Transfer (NEFT) Mandate Form.

Form C

Checklist for Supply and Installation of "Ultra High Vacuum Compatible System for Organic/Metal Physical Vapor Deposition"

Checklist – Tender Fee & EMD (Online)			
Sr. No.	**Particulars**	**Documents to be attached wherever applicable (Please '✓')**	
		Yes	**No**
1.	Demand Draft of Rs. 1,000/- (Rupees One Thousand Only) towards non-refundable tender fee is enclosed. ****Demand Drafts must be complied with CTS 2010 standards prescribed by Reserve Bank of India**		
2.	Demand Draft of Rs. 70,000/- (Rupees Seventy Thousand Only) towards refundable EMD is enclosed. ****Demand Drafts must be complied with CTS 2010 standards prescribed by Reserve Bank of India**		
3.	Envelope/Packet is marked as "**Tender Fee and EMD**"		

Checklist – Technical Offer (Online)			
Sr. No.	**Particulars**	**Documents to be attached wherever applicable (Please '✓')**	
		Yes	**No**
1.	Original/Endorsed documents attached indicated in the tender document i. 'Letter of Authorization' from Original Equipment Manufacturer (OEM)/Principal on the same and specific to this tender. ii. Copy of PAN, Certificate of firm/company registration, GST Registration (Sales tax) and Service tax registration as applicable. iii. Relevant literature pertaining to the items quoted with full technical specifications etc. iv. Relevant document related to the experience to supply the same item/equipment to the Institutions/organizations		
2.	Total no. of pages of the technical offer		
3.	Whether the Tender Acceptance Letter submitted		
4.	Technical Compliance Report for technical specifications as per Annexure-II		
5.	Submission of Integrity Pact (refer Annexure-III), Undertaking (refer Annexure-IV) and Warranty Declaration (refer Annexure-V)		
6.	Duly filled Form – A & Form –B along with Cancelled Cheque		
7.	Envelope/Packet is marked as "**Technical Offer**"		

Checklist – Financial Offer (Online)			
Sr. No.	**Particulars**	**Documents to be attached wherever applicable (Please '✓')**	
		Yes	**No**
1.	Financial Offer of the item/equipment as per BOQ		
2.	Total no. of pages of the financial offer		
3.	Envelope is marked as "**Financial Offer**"		

PARTICULARS FOR PERFORMANCE GUARANTEE BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of Two Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED BANKS (WHETHER SITUATED AT GANDHINAGAR OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT GANDHINAGAR. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.)

To,
Assistant Registrar (MM),
Indian Institute of Technology Gandhinagar
Palaj, Gandhinagar – 382 355
Gujarat, India

LETTER OF GUARANTEE

WHEREAS Indian Institute of Technology Gandhinagar (Buyer) have invited Tenders vide Tender No..... Dt..... for purchase of ..... AND WHEREAS the said tender document requires the supplier/firm (seller) whose tender is accepted for the supply of instrument / machinery, etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favor of **"IIT Gandhinagar"** in the form of Bank Guarantee for Rs..... [**10% (ten percent) of the purchase value]** which will be valid for entire warranty period (up to date……) from the date of installation & commissioning, the said Performance Guarantee Bond is to be submitted within 30 (Thirty) days from the date of Acceptance of the Purchase Order.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said supplier/firm (seller) failing to abide by any of the conditions referred to in tender document / purchase order / performance of the instrument / machinery, etc. this Bank shall pay to Indian Institute of Technology Gandhinagar on demand and without protest or demur Rs ..... (Rupees.....).

This Bank further agrees that the decision of Indian Institute of Technology Gandhinagar (Buyer) as to whether the said supplier/firm (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

We, ... (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the supplier/firm (Seller) and/ or Indian Institute of Technology Gandhinagar (Buyer).

Notwithstanding anything contained herein:

a. Our liability under this Bank Guarantee shall not exceed Rs.....

(Indian Rupees ..... only).

b. This Bank Guarantee shall be valid up to .....(date) and

c. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if IIT Gandhinagar serve upon us a written claim or demand on or before..... (date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at ..... situated at.....

……
……

(Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of the Bank:

Complete Postal Address:

Date:

Annexure-I

Name of the Item/ Equipment: Ultra High Vacuum Compatible System for Organic/Metal Physical Vapor Deposition

Required Quantity: 1 No.

Required Technical Specifications of "Ultra High Vacuum Compatible System for Organic/Metal Physical Vapor Deposition":

UHV compatible System for Organic/Metal Physical Vapor Deposition comprising of:

- Vacuum chamber with various ports and 2 UHV view ports.
- Turbo pump (~250 lit/sec) with backing pump (10m^3/hr), gauges for main chamber (Pfeiffer/Agilent)
- Stainless Steel gate valve for main chamber (manual operation)
- Turbo pump (60lit/sec) with backing pump (2.5m^3/hr), gauge for loadlock
- Loadlock with magnetic transfer arm and gate valve
- Organic effusion cell with shutter and PID controller (2 nos.)
- Heater with shutter and PID controller and rotation for 600°C temperature
- Thermal evaporator (1 no.) with room temperature sample holder along with power supply. 1 set
- Frame to support chamber and rack for instruments
- PID programmable water chiller 1KW capacity.
- Thickness monitor in chamber and loadlock.
- Baking tapes for main chamber and power supply and thermocouple.

Quote must have a technical compliance report as prescribed in Annexure-II.

Annexure-II

Technical Compliance Report for Supply and Installation of "Ultra High Vacuum Compatible System for Organic/Metal Physical Vapor Deposition"

Sr. No.	Required Technical Specifications of Ultra High Vacuum Compatible System for Organic/Metal Physical Vapor Deposition	Numerical Values & Other Informations	Whether Comply (Yes/No)
1.	Vacuum chamber with various ports and 2 UHV view ports.		
2.	Turbo pump (~250 lit/sec) with backing pump ($10m^3$/hr), gauges for main chamber (Pfeiffer/Agilent)		
3.	Stainless Steel gate valve for main chamber (manual operation)		
4.	Turbo pump (60lit/sec) with backing pump ($2.5m^3$/hr), gauge for loadlock		
5.	Loadlock with magnetic transfer arm and gate valve		
6.	Organic effusion cell with shutter and PID controller (2 nos.)		
7.	Heater with shutter and PID controller and rotation for 600°C temperature		
8.	Thermal evaporator (1 no.) with room temperature sample holder along with power supply. 1 set		
9.	Frame to support chamber and rack for instruments		
10.	PID programmable water chiller 1KW capacity.		
11.	Thickness monitor in chamber and loadlock.		
12.	Baking tapes for main chamber and power supply and thermocouple.		

Annexure-III

INTEGRITY PACT

To,

……..,

……..,

……..

Sub: Tender No.…….for the supply of ……

Dear Sir,

It is hereby declared that IITGN is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject tender 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 IITGN.

Yours faithfully,

Authorized Officer, IIT Gandhinagar

INTEGRITY PACT

To

Authorized Officer

IIT Gandhinagar

Sub: Submission of Tender for the supply of _____

Dear Sir/Madam,

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

I / We agree that the cited tender 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 tender.

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 IITGN. 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, IITGN shall have unqualified, absolute and unfettered right to disqualify the tenderer / bidder and reject the tender / bid is accordance with terms and conditions of the tender / bid.

Yours faithfully,

(Duly authorized signatory of the Tenderer / Bidder)

To be signed by the bidder and same signatory competent / authorised to sign the relevant contract on behalf of IIT Gandhinagar

INTEGRITY AGREEMENT

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

BETWEEN

Director IITGN, Gandhinagar represented through Authorized Officer, IIT Gandhinagar (Hereinafter referred as the '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 ..... (here-in-after 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 (No.....) (here-in-after referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for

.....

(Name of work)

Here-in-after 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) / Contract(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.

d) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose (with each tender as per performa 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 wilful misrepresentation or omission of facts or submission of fake / forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

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 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 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 vendor/tenderer 12 months after the completion of warranty period under the contract or till the continuation of defect liability period, whichever is more and for all other bidders/tenderers, 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, IIT Gandhinagar.

Article 7- Other Provisions

1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal / Owner, who has floated the Tender.

2) Changes and supplements need to be made in writing. Side agreements have not been

made.

3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

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 there of 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: -

Annexure-IV

Undertaking

{Submitted on Letterhead of Original Equipment Manufacturer (OEM)}

An undertaking from the Original Equipment Manufacturer (OEM) is required and stating that they would facilitate the bidder on a regular basis with technology/product updates and extends support for the warranty as well.

Sign of authorised person (OEM):-_____

Date: - _____

Name of the authorised

Person (OEM):-_____

Annexure-V

Warranty Declaration

{Submitted on Letterhead of bidder/supplier)

The warranty declaration states that "everything to be supplied by us hereunder shall be free from all defects and faults in material, workmanship and shall be of the highest quality and material of the type ordered, shall be in full conformity with the specification and shall be complete enough to carry out the experiments, as specified in the tender document."

Sign of authorised person of bidder: -_____

Date: - _____

Name of the authorised

Person of bidder:-_____