



DATE: 30/11/2023

INVITATION OF BIDS FOR NON-CONTACT TYPE PROFILOMETER
ENQUIRY NO: IITGOA/2023-24/017 DTD 30/11/2023

1. Quotations are invited in two bid system for the procurement of Non-Contact Type Profilometer in separate envelopes. Please mention the above-mentioned title, enquiry number and due date for submission of bids on the sealed cover to avoid the bid being declared invalid.
2. The address and contact numbers for sending bids or seeking clarifications regarding this RFP are given below –

**Deputy Registrar
(Stores & Purchase),
IIT GOA, At GEC Campus,
Farmagudi, Ponda – Goa.
403401
dr_sp@iitgoa.ac.in / purchase@iitgoa.ac.in**

3. This bid enquiry is divided into three parts as follows:
 - a. Part I – Contains General Information such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
 - b. Part II – Contains Instructions for the Bidders and essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Place of Delivery and Consignee details.
 - c. Part III – Contains Price Bid format, other details etc.
4. This bid enquiry is being issued with no financial commitment and the Institute reserves the right to change or vary any part thereof at any stage and to withdraw it at any stage.



Part I – General information

Tender No.		IITGOA/2023-24/017	
Tender Date		30.11.2023	
Tender Category		Goods	
Tender Type		Open	
No. of Envelopes		2	
Covers Information / Submission of Bids			
Cover No.	Cover Type	Description	Document Type
1	Technical	Technical Specification, Tender Document, Schedule of Requirement and Compliance, Bidders Information, PAC, Declaration of Local Content, Undertaking for Bid Security etc.	.pdf
2	Financial	Financial Bid	.pdf
<p>Two Bid System:</p> <ul style="list-style-type: none"> ❖ The two-bid system will be followed for this tender. In this system bidder must submit their offer in separate sealed envelopes as – Technical Bid and Financial Bid. ❖ Separate technical bid and financial bid envelopes should be clearly marked as "Envelope No. 1 - Technical Bid" and "Envelope No. 2 - Financial Bid". ❖ Both these sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed with our Tender No., Due Date and Name of the items quoted and to be submitted to the concern department/section mentioned in tender document. ❖ Bids should be forwarded by Bidders under their original memo / letter head inter alia furnishing details like GST number, Bank Details etc. and complete postal & e-mail address of their office. <p>Note:</p> <ul style="list-style-type: none"> • The technical offer should not contain any price information. If the price quoted is submitted in technical bid the tender will be rejected at the sole discretion of IIT Goa. • Initially Technical Bids will be opened and evaluated by the purchase committee. Financial Bid of only Technically qualified bidders will be opened later. • Contract/ Purchase Order will be awarded to the lowest bidder(L1) of Financial Bid among them. 			
Form of Contract		Supply	
Bid Validity (Days):		90 days	
Period of Work/Delivery Period (Days):		60 days	

Pre-Bid Meeting Date & Time:	Will be decided on request
Pre-Bid Meeting Place & Address:	N/A
Modification and Withdrawal of Bids:	A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 7 (Seven) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have participated the bidding documents.
Clarification regarding contents of the tender document/RFP:	A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by email but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
Rejection of bids:	Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD (if any). Conditional tenders will be rejected.
Unwillingness to quote:	Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
Contract Type:	Tender
Delivery Location:	Indian Institute of Technology Goa Goa Engineering College Campus, Bhausahab Bhandodkar Technical Education Complex, Veling, Farmagudi, Ponda, Goa
Pin Code:	403401
Bid Submission End Date/Date & Time Submission:	21.12.2023 at 17:00 Hrs
Place of Submission of Bid:	The Stores & Purchase Section, IIT Goa, Admin Block, At GEC Campus, Farmagudi, Ponda, Goa-403401
Bid Opening Date & Time:	22.12.2023 at 15:00 Hrs
Bid Opening Place:	IIT Goa, Admin Block, At GEC Campus, Farmagudi, Ponda, Goa-403401

Other Terms & Conditions:	As mentioned in technical specification
Technical Clarification:	Name: Dr. Priyabrata Sahoo School of Mechanical Sciences IIT Goa Email: priyabrata@iitgoa.ac.in
Tender Inviting Authority:	Name: Registrar Address: IIT Goa Email: dr_sp@iitgoa.ac.in / purchase@iitgoa.ac.in IIT Goa, Admin Block, At GEC Campus, Farmagudi, Ponda, Goa - 403401
Signing Authority:	Registrar



Part II: Instructions to Bidders

1. **Schedule of Requirements** – List of items are attached as **Annexure ‘A’**
2. **Technical Details:** Technical details are attached in **Annexure ‘B’**
3. **Two-Bid System:** In respect of Two-bid system, Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any.

i) The Bidders are advised to submit the following documents along with Technical Bid–

- a) Compliance certificate in the following format;

Para of tender enquiry specification item-wise (As per annexure B)	Specification of Item offered	Compliance – whether YES/NO	In case of non-compliance, deviation to be specified in unambiguous terms

The offers must strictly be as per the specifications given in Annexure-A. At the same time, it must be kept in mind that mere copying of our specifications in the quotation shall not make the technical bid eligible for consideration. **A bid has to be supported with original catalogue (not of photo copy) of the quoted model duly signed by the OEM and the same must be sent along with the technical bid.** The quoted model should not become obsolete for a minimum period of 5 years (This is for the availability of spares). Therefore, the model quoted should invariably be highlighted in the leaflet/literature enclosed with the quotation. Non-compliance with above shall be treated as incomplete/ambiguous and the bid may be ignored without giving an opportunity to the bidder for further clarification/negotiation etc.

- b) Bidders Information (**Annexure ‘C’**).
- c) A copy of Indian Agent Agreement / Authorization letter from OEM / OEMs along with tender to be submitted by All Indian Agents, if the manufacturer/supplier is based in abroad.
- d) GST and PAN details
- e) The Bidder should provide a list of customers of previous supply of a similar/ same range of equipment to IIT's/ NIT's/Universities with contact details and feedback.
- f) IIT Goa shall compare all substantially responsive bids to determine the lowest evaluated bid. The Institute is following and abide with the revised Public Procurement (Preference to Make in India), Order 2017 P- 45021/2/2017 – B. E. -II dated 16.09.20 issued by DPIIT, Ministry of Commerce and Industry, Govt. of India & subsequent amendments/instructions of Ministry. Accordingly, preference will be given to the make in India products while evaluating the bids. However, it is sole responsibility of the bidder(s) to specify the product quoted by them is of Make in India along with respective documentary evidence in the technical bid itself.
- g) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). This is also applicable for bidders bidding for finished goods procured directly/indirectly from the vendors from the countries sharing land border with India.
- h) The bidder must be either OEM or authorized dealers or resellers of the original manufacturer of the proposed equipment in India. Both cannot bid simultaneously for the same item/product in the same tender.

ii) The following documents should be submitted along with Financial Bid –

- a) Price Bid. (**Annexure ‘D’**)
- b) Previous order of supplies/justification of quoted rates. (**Annexure ‘E’**)

4. **Delivery Period** – Supply to be made within **60 days** from the effective date of issuance of Purchase Order. Please note that P.O. can be cancelled unilaterally by the Institute in case items are not received within the delivery period. Extension of delivery period will be at the sole discretion of the Institute, with applicability of LD clause.

5. **Delivery and Transportation** - Place for supply / installation is '**Indian Institute of Technology Goa, Ponda – Goa**'. The transportation cost & Insurance charges up to the destination is to be borne by the bidder.

Part III: Conditions of Contract

1. Award of Contract:
 - i. IIT Goa shall award the contract to the technically qualified eligible BIDDER whose bid has been determined as the lowest evaluated financial bid.
 - ii. If more than one BIDDER happens to quote the same lowest price, IIT Goa reserves the right to award the contract to more than one BIDDER or any BIDDER.
2. Prices:
 - a. It is mandatory to quote prices in INR – F.O.R., IIT Goa basis only.
 - b. In case of multiple options of same product, bidders are requested to quote only one best option and not multiple options.
 - c. The supplier shall pay and bear all other liabilities, taxes and duties not specifically agreed by the Purchaser in the contract.
3. Pre-installation:
 - i. Please also mention the pre-installation requirements for the equipment like cabling, ambient temperature, humidity, civil work, weather specifications, power specifications, etc. When items are provided full performance satisfaction should be demonstrated.
4. Installation:
 - i. Supplier shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty period and thereafter as mentioned in the contract.
 - ii. Installation / demonstration to be arranged by the supplier free of cost and the same is to be done within 30 days of the arrival of the equipment at site.
5. Training:
 - i. The supplier shall submit training proposal for the operation and maintenance to the personnel of IIT Goa on the offered equipment/machinery.
 - ii. Wherever needed, our technical persons should be trained by the supplier at the project site free of cost. In case the person is to be trained at supplier's site abroad or in India it should be mentioned in the quotation clearly. The supplier should bear all the expenses for such training including 'to & fro' fares and lodging & boarding charges.
6. Terms of Payment:
 - i. 100% within 30 days after the delivery and successful installation of the items at IIT Goa.
 - ii. Payments towards AMC shall be paid at the end of each quarter/ year.
7. Legal Matter:
 - i. All disputes are subject to Goa jurisdiction only.
8. Rights to Accept, Reject, Amend, Modify:
 - i. The basic eligibility conditions and conditions of contract are broad guidelines for pre-qualification and the Director, IIT Goa reserves the right to relax / alter / modify / add / delete any or all the conditions without notice. The Director, IIT Goa also reserves the right to accept or reject any or all bids without assigning any reason in public interest.
9. Penalty/ Liquidated Damages:
 - i. Timely delivery is essence of the contract and hence if any consignment be delayed, liquidated damages at the rate 0.5% of the price of the delayed consignment, for each week or part whereof shall be levied and recovered subject to maximum of 10% of total purchase order value.
 - ii. IIT Goa reserves the right to cancel the order in case the delay is more than 6 weeks. Penalties if any will be recovered by forfeiting PBG at vendor's cost and risks.
10. Supervision of Erection and Commissioning:
 - i. Successful BIDDER shall depute concerned specialist, for supervision of erection & commissioning of the machine to be carried out. The successful BIDDER shall make necessary arrangement at their own expenses for stay, transport and other expenses of their Specialist during their stay in Goa which also includes imparting free of cost training to IIT Goa personnel.

11. Performance Guarantee (GFR 2017 Rule 171):

- i. Performance Guarantee Bond is mandatory.
- ii. Successful tenderer/ bidder should submit performance guarantee as prescribed above to be sent to The Deputy Registrar, Stores & Purchase section, IIT Goa on or before 15 days from the due date of issue of order acknowledgement. The PBG to be furnished in the form of bank guarantee as per proforma or annexure of the tender documents, for an amount covering 3 % of the purchase order value.
- iii. The Performance Guarantee should be established in favour of "The Registrar, IIT Goa".
- iv. PBG to be established through any of the National Banks (whether situated at Goa or outstation) with a clause to enforced the same on their local branch of Goa or any scheduled bank (other than national bank) situated at Goa. Bonds issued by co-operative banks will not be accepted.
- v. Performance Guarantee Bond shall be for the due and faithfully performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the purchaser under the terms & conditions of acceptance to the tender.
- vi. The successful tenderer is entirely responsible for due performance of the contract in letter and spirit and all other documents referred to in the acceptance of tenders.
- vii. The PBG shall be kept valid during the period of contract and shall continue to be enforceable for a period of one year/two years (as mentioned in the tender document) or up to warranty period, plus 60 days whichever is later from the date of order acknowledge. In case PBG needs extensions up to warranty period then supplier shall initiate extensions to PBG one month prior to expiry of PBG.
- viii. **No interest shall be payable by the buyer to the Bidder on PBG.**

Annexure - A

List of items required

Sl. No.	Description of Items	Qty
1	Non-Contact Type Profilometer	01

Annexure – B

S. No	Specifications for Non-contact profiler	
1.	Method	Interferometry
2.	Technology type	PSI (Phase shifting), CSI (Coherence Scanning)
3.	Illumination Source	Broadband light source or White Light Source (with monochromatic filter/source for phase-shifting interferometry)
4.	Application Materials	Measurement and analysis should be possible on opaque, transparent, specular or scattering coated or uncoated materials like metals, polymer, paper, plastic, transparent glass, silicon wafers, ceramics, etc.
5.	XY Sample Stage or Travel Range	100 mm × 100 mm or higher; Motorized, Automatic Stitching
6.	Sample stage dimensions	200 mm × 200 mm or higher
7.	Z Focusing range or Z Stage total range or Sample Height	Upto 100 mm travel
8.	Z Scan Range for measurement	Upto 20mm with suitable objective
9.	Tip/Tilt Function of stage	≥ ±4° (Manual or Automated)
10.	Interference Objective Magnifications	2.0/2.75x, 5.0/5.5x, 10x, 20x, 50x or better
11.	Objective Mounting or Turret	Automated turret with 4 (Four) or more positions
12.	Optical Zoom	1X
13.	Vertical Resolution or Surface Topography Repeatability	Better than 0.1nm on all available data acquisition mode (Should be demonstrated during technical bid evaluation on standard samples.)
14.	Step Height repeatability or Standard deviation of measurement:	Better than 0.3 %; on step height below 2 μm at 1 sigma
15.	Step Height Accuracy or	Better than 0.3 %; on step height below 2μm

	Uncertainty of measurement:	
16.	Repeatability of RMS	Better than 4nm on all available data acquisition mode (Should be demonstrated during technical bid evaluation on standard samples.)
17.	Camera or Measurement Array	1.9 MP or higher
18.	Measurement parameters	2D and 3D surface profile: surface roughness (line and area both), step height, surface texture, surface form Raw data of the surface roughness value should be imported to Microsoft excel or similar format
19.	Active Vibration Isolation	Active Vibration isolation table or unit must be quoted if required; (The complete and indented performance capability of the instrument must be demonstrated in noisy/ambient environment if not provided/quoted)
20.	Sample/Surface Reflectivity Range	At least covering the range of 0.05% to 100%
21.	Computer	Branded PC with original Windows 10 or higher operating system, i7 or higher processor, 16 GB or more RAM, 1 TB hard drive, Flat panel colour LCD 22” or more
22.	Software	Compatible software from OEM for Data Acquisition, measurement and analysis with focusing and Stitching capability. 3 rd party software will not be accepted. The supplier is responsible for any issue related to the software within the life of the machine. No intermittent purchasing/renewal of software will be asked to the purchaser for the working of the machine till the life of the machine. Computer should be supplied with all necessary interfaces along with MS windows OS, imaging software and a full complement of 3-D data acquisition and image analysis software. Provision should be available for extraction of raw measurement data for analysis by other means/software.
23.	Software tools:	<ol style="list-style-type: none"> 1. Easily defined line and area 2. Recipes 3. Export raw data and images 4. Real time display
24.	Functions	<ol style="list-style-type: none"> 1. Leveling 2. Zooming

		3. Area selection and form removal tools
25.	Operating Temperature	15-50°C
26.	Experimental Data	Raw interferogram recorded by the image sensor of the instrument to be provided in “.bmp” or “.tiff” format
27.	Documentation (Manual, Drawings, if any and Literature)	Complete set of documentation in hard copy as well as softcopy must be supplied with the system.
28.	Installation and Commissioning	The instrument is to be installed, tested and commissioned by the manufacturer’s qualified engineer/representative at IIT GOA and performance must be tested by the engineer on the supplied standard.
29.	Warranty	12 months or more of warranty after successful installation/commissioning
30.	Standards	NIST Certified Standards for: 1. Step Height (max 2um) 2. Surface Roughness of Sq = 0.2nm or better

Additional terms and conditions:

- 1) In the technical bid, the Bidder should provide a list of customers of last 5year’s supply of a similar/ same equipment to IIT’s/ NIT’s/ reputed Universities with contact details and feedback.
- 2) A scrutiny of the technical bid documents will be carried out initially and, the bidders who qualify the technical scrutiny will be asked to provide an online/offline demonstration of the equipment. The bidders who qualify in the technical bid scrutiny and online/offline demonstration will be considered as technically qualified.

(To be printed on letterhead of the bidder)

Annexure - C

Bidders Information

1.	Name of the Bidder	
2.	Address of the Bidder	
3.	PAN No.	
4.	GSTIN	
5.	State of GST Registration	
6.	E-mail	
7.	Contact Person's Name & Designation	
8.	Mobile No.	

(To be printed on the letterhead of the bidder)

Annexure - D

Price Bid format

Sl. no.	Description	Qty	Unit Price In INR.	GST @ _____ in INR.	Total Price in INR.
1	Non-Contact Type Profilometer	01			
Grand Total					
Amount In Words:					

Place: _____

Date: _____

(Signature of the Bidder, with date and seal)

Reasonability of Prices

Please quote best minimum prices applicable for a premier Educational and Research Institution. The party must give details of at least two purchase orders identical or similar equipment, supplied to any IITS/Research Institutions/ other organisation as per below Format **(to be enclosed in Financial Bid)** along with the final price paid and details are mandatory.

Previous Supply Orders

Name of the Firm _____

S.No.	PO No. & Date	Description & Quantity of ordered equipment	Value of Order	Date of completion of delivery as per contract	Remarks indicating reasons for late delivery, if any and justification of price difference of their supply order & those quoted to us	Has the equipment being installed satisfactorily (attach a certificate from the Purchaser/ Consigner)	Contact Person along with Telephone no., Fax No. and e-mail address

Place: _____

Date: _____

(Signature of the Bidder, with date and seal)

FORMAT FOR PERFORMANCE GUARANTEE BOND

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

To,
The Registrar,
Indian Institute of Technology, Goa
Farmagudi, Ponda,
Goa – 403401

LETTER OF GUARANTEE

WHEREAS Indian Institute of Technology, Goa (Buyer) have invited Tenders vide Tender No..... Dt. for purchase of

AND

WHEREAS the said tender document requires that any eligible successful tenderer (seller) wishing to supply the equipment / machinery, etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of “**Registrar, Indian Institute of Technology, Goa**” in the form of Bank Guarantee for Rs (**3% (three percent) of the purchase value**) and valid till **one year or up to warranty period plus sixty days whichever is later** from the date of issue of Purchase Order. Performance Guarantee Bond may be submitted within 15 (Fifteen) days from the date of Order Acknowledgment as a successful bidder.

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

This Bank further agrees that the decision of Indian Institute of Technology, Goa (Buyer) as to whether the said Tenderer (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 Tenderer (Seller) and/ or Indian Institute of Technology, Goa (Buyer).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs. (Indian Rupees only).
2. This Bank Guarantee shall be valid up to(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if IIT Goa serve upon us a written claim or demand on or before(date).
4. 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).

Date:

Yours truly,
Signature and seal of the Guarantor:

Name of Bank:

Instruction to Bank: Bank should note that on expiry of Bond Period, the Original Bond will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.

UNDERTAKING FOR BID SECURITY
(To be issued by the bidder on company's letterhead in lieu of EMD)

To,
The Registrar,
Indian Institute of Technology Goa,
At GEC Campus, Farmagudi, Ponda – Goa

We, M/s (name of the firm), with ref. to enquiry no. dtd hereby undertake that:

- 1) We accept all the terms and conditions of the tender document.
- 2) We accept that, we will not modify our bid during the bid validity period, submit performance guarantee within the stipulated period and honor the contract after award of contract.
- 3) In the event of any modification to our bid by us or failure on our part to honor the contract after final award or failure to submit performance guarantee, our firm may be debarred from participation in any tender/contract notified by Indian Institute of Technology, Goa for a period of one year.

Yours faithfully,

(Signature of the Bidder, with date and seal)

DECLARATION OF LOCAL CONTENT

(To be given on company letter head - For tender value below Rs.10 crores)
(To be given by Statutory Auditor/Cost Auditor/Cost Accountant/CA for tender value above
Rs.10 crores)

Date:

To,
The Registrar,
Indian Institute of Technology Goa,
At GEC Campus, Farmagudi, Ponda - Goa

Sub: Declaration of Local content

Tender Reference No: _____

Name of Tender: - _____

Country of Origin of Goods being offered: _____
We hereby declare that an item offered has _____ % local content. _____

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

We understand that, as per Office Memorandum dated 04/03/2021 issued by Ministry of Commerce and Industry, services such as transportation, insurance, installation, commissioning, training and after sales support like AMC/CMC etc. are not considered as local value addition.

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

Yours faithfully,

(Signature of the Bidder, with date and seal)

PRE-CONTRACT INTEGRITY PACT

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of.....2023, between, on one hand, Indian Institute of Technology Goa, Acting through The Registrar, (hereinafter called the "BUYER/Principal", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.represented by Shri.....,(hereinafter called the "BIDDER/Seller/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure Non-Contact Type Profilometer at IIT Goa and the BIDDER/Seller is willing to offer/has offered the goods and

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an Autonomous body that comes under the Ministry of Education Government of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the BUYER to obtain the desired said Services/stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to preventing corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and

agree as follows: **Section I - Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a 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 will, during the tender process treat all Bidder(s) with equity and reason. The Principal 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. Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/Contractor(s)

(1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during 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's employees involved in the tender process or the 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 Bidders 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 introduce cartelisation 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 purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal 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 name and address of the Agents/representatives in India, if any, similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. *The guidelines and terms and conditions for Indian agents of foreign suppliers shall be as per the provisions in Annexure-XVI (a) of this document.*

e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s)/contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from the tender process and exclusion from future contracts

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled

to exclude the Bidder/Contractor/Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage, the exclusion will be imposed for a minimum of 6 months and a maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidence within his/her knowledge concludes that there is a reasonable ground to suspect a violation of any commitment listed under Section 2 i.e. "Commitments of Bidder(s)/Contractor(s)".

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder/Contractor/Supplier can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely."

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to the Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders/Contractors/Subcontractors

(1) In the case of Sub-contracting, the Principal Contractor shall take responsibility of the adoption of the integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)

If the Principal obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

(1) The Principal appoints a competent and credible Independent External Monitor for this pact after approval by the central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/contractors as confidential. He/she reports to the Director, IIT Goa.

(3) The Bidder(s)/contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the principal including that provided by the contractor. The contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/contractor(s)/Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Director, IIT Goa and recuse himself/herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the principal and the contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner refrain from action or tolerate action.

(7) The Monitor will submit a written report to the Director, IIT Goa within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Director, IIT Goa, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Director, IIT Goa has not, within the reasonable time taken visible action to proceed against such offence or reported it to the chief vigilance officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/ Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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.

Section 10 - Other provisions

(1) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(2) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement with their original intentions.

(4) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

(5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

Section 11 - Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Section 12 - Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

Section 13 - Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place -----

Place -----

Date -----

Date -----

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Pre-Contract Integrity Pact:

The bidders will have to upload along with their offer, the duly filled-in, signed and stamped (on each page) Pre-Contract Integrity Pact on plain paper as per the format enclosed failing which their offer may not be considered. The tenderer should sign and stamp all pages of the Pre-Contract Integrity Pact with the name and designation of the signatory and witnesses on the last page of the Integrity Pact.

Name of the Independent External Monitor(s) (IEMs) for this tender are as follows:

Sl. No.	Name of IEM(s)	Address	E-Mail Id
1	Dr. Parvez Hayat	B-4/69-A. Safadarjung Enclave, New Delhi - 110 029	Email: phayatips@gmail.com
2	Shri. Dinesh Kumar Batra,	G-1/106, Elegant House, Ramprastha Greens, Vaishali , Sector - 7, Ghaziabad - 201 012 (UP)	Email: dineshbatra11@gmail.com

In case of any grievance, bidders may approach Independent External Monitor(s) (IEMs). The e-mail or the envelope should carry the subject line "Complaint to the IEM regarding Tender".

Failure to confirm the above may render the offer liable for rejection without any further correspondence.