



राष्ट्रीय प्रौद्योगिकी संस्थान वरंगल  
**NATIONAL INSTITUTE OF TECHNOLOGY WARANGAL**  
(शिक्षा मंत्रालय, भारत सरकार के अधीन राष्ट्रीय महत्व का एक संस्थान)  
(An Institute of National Importance under Ministry of Education, Govt. of India)  
तेलंगाना / Telangana – 506004, India.

No. NITW/PS-137/CPPP-O/D1/G3695/CED\_TD/Vision Screener SW/2025-26/

Date: 10-02-2026

**NOTICE INVITING e-TENDER (e-NIT)**

राष्ट्रीय प्रौद्योगिकी संस्थान वरंगल, भारत सरकार के मानव संसाधन विकास मंत्रालय के अधीन स्थापित एक स्वायत्तशासी संस्थान है जो दो कवर बोली प्रणाली के तहत सीपीपी पोर्टल के माध्यम से निम्नलिखित मद की खरीद की प्रक्रिया में है। संभावित एवं योग्य बोलीदाताओं को बोली अनुसूची एवं उचित दस्तावेजों के साथ बोली जमा करने/अपलोड करने के लिए वेबसाइट <https://eprocure.gov.in/eprocure> पर लॉग इन करना आवश्यक है। इच्छुक बोलीदाताओं से आग्रह किया जाता है कि वे सीपीपी पोर्टल के माध्यम से अपलोड किये गये विस्तृत शुद्धिपत्र की समय-समय पर जाँच करें।

National Institute of Technology Warangal, an autonomous institution established under the Ministry of Education, Government of India, is in the process for procurement of the following item through CPP portal under two cover bidding system. The potential and eligible bidders are required to visit the website <https://eprocure.gov.in/eprocure> for submission/uploading the bid with proper documentation within the bidding schedule. Interested Bidders are also requested to check the detailed corrigendum from time to time through the CPP portal which may be uploaded against this tender.

**बोली लगाने वाले का निर्माण/ INSTRUCTION TO THE BIDDER**

व्यय विभाग के निर्देशों के अनुसार, यह निविदा दस्तावेज केंद्रीय सार्वजनिक खरीद (सीपीपी) पोर्टल (<http://eprocure.gov.in/eprocure>) पर प्रकाशित किया गया है। बोलीदाताओं को डिजिटल हस्ताक्षर प्रमाण-पत्र का उपयोग कर इलेक्ट्रॉनिक तरीके से सीपीपी पोर्टल पर अपनी बोलियों की सॉफ्ट कॉपी जमा करनी होगी। नीचे दिए गए निर्देश सीपीपी पोर्टल पर पंजीकरण करने में बोलीदाताओं की सहायता करने, उनकी बोलियों को आवश्यकतानुसार तैयार करने और सीपीपी पोर्टल पर ऑनलाइन जमा करने के लिए हैं।

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (<http://eprocure.gov.in/eprocure>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

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**महत्वपूर्ण जानकारी / IMPORTANT INFORMATION**

<b>Item Name</b>	TENDER FOR SUPPLY, INSTALLATION, TRAINING AND COMMISSIONING OF " <b>VISION SCREENER WITH INBUILT VISIONARY SOFTWARE</b> " WITH <b>ONE YEAR</b> ON-SITE ALL INCLUSIVES COMPREHENSIVE WARRANTY PERIOD AS PER THE SPECIFICATIONS ATTACHED IN SECTION - 3.
<b>Tender Type</b>	Open Tender (Two Cover System)
<b>Time for Supply of item</b>	Eight weeks, after award of contract
<b>Date, Time &amp; Venue of Pre-Bid Conference</b>	Not Applicable
<b>Tender Document Download Start Date</b>	11-02-2026;
<b>Clarification Start Date</b>	Not Applicable
<b>Clarification End Date</b>	Not Applicable
<b>Online Tender Submission Start Date</b>	11-02-2026
<b>Online Tender Submission End Date</b>	25-02-2026; 3:00 PM
<b>Date of opening technical bid</b>	26-02-2026; 03:30 PM
<b>Tender Fee</b>	Not Applicable
<b>EMD</b>	Rs. 12,600=00
<b>Bank Account Details</b>	Account Name: DIRECTOR NITW Ac No.: 52109375198 Bank Name: State Bank of India IFSC Code: SBIN0020149 SWIFT CODE: SBININBBH14
<b>Purchase Officer Name and Contact (Related to purchase inquiry)</b>	Deputy Registrar (Purchase & Stores) NIT Warangal, Hanumakonda, Warangal, Pin Code - 506004, Telangana Email ID: <a href="mailto:dr_ps@nitw.ac.in">dr_ps@nitw.ac.in</a>

## **SECTION 1: INSTRUCTIONS FOR ONLINE BID SUBMISSION**

### **A. REGISTRATION:**

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

### **B. SEARCHING FOR TENDER DOCUMENTS:**

There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

1. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
2. The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

### **C. PREPARATION OF BIDS:**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are re-quired to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **D. SUBMISSION OF BIDS:**

1. Bidder should log into the site well in advance for bid submission so that they upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidders have to submit the EMD, on-line through RTGS (Challan Copy of submission of EMD should be uploaded along with the technical bid) or Demand Draft in favor of 'The Director, NIT Warangal,' payable at Warangal. Earnest Money is to be submitted by all bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) against submission of valid MSE Certificate.
4. A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128bit encryption technology. Data storage encryption of sensitive fields is done.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. The documents uploaded by the bidders should be clear and legible and concise in disk space.

**CONTACT INFORMATION:**

Any queries relating to the tender document and the terms and conditions or technical specification, bidders may contact to the following officer:

Designated Officer: Deputy Registrar

Section: Purchase & Stores Section

Email ID: [dr\\_ps@nitw.ac.in](mailto:dr_ps@nitw.ac.in)

## **SECTION 2: INSTRUCTION TO BIDDER(S)**

### **PRE-QUALIFICATION/ ELIGIBILITY CRITERIA:**

1. Particulars of the Tender Fee (If applicable only).
2. Proof of payment Earnest Money Deposit (EMD) (If applicable only) or Bid Security Declaration (**Annexure-I**) submission against valid MSE certificate.
3. Income Tax Permanent Account Number (PAN)
4. GST Registration certificate
5. Details of the bidder profile including the office address and the contact person as per the **Annexure-II**.
6. Valid Trade License as per the Labour act, issued by Labour Commissioner or related competent authority and Incorporation Certificate.
7. Duly Stamped and Signed copy of the Acceptance of Tender document as per the **Annexure-III**.
8. Undertaking that the successful BIDDER agrees to give a Performance Security amounting to 5% of the purchase order value in favor of "The Director, NIT Warangal" as per **Annexure-IV**.
9. Declaration Regarding Non-Blacklisting/ Non-Debarring for taking part in tender (On Letterhead) as per **Annexure-V**.
10. Bidders should be the original equipment manufacturer (OEM) or an authorized dealer. The Letter of Authorization from original equipment manufacturer (OEM) on the same and specific to the tender should be enclosed as per the **Annexure-VI**. An authorized dealer is strongly discouraged to authorize another sub dealer to quote on their behalf. "OEM should have NABL accredited NABL Calibration and repair facility in India. Related documents to be provided along with a quote".
11. Self declaration of Local Content Certificate as per the **Annexure-VII**.
12. The firm should have the experience in similar field in last 3 years (date of reckoning shall be taken from the last date of submission of tender) with at least one executed annual contract of **₹ 3.15 LAKHS** in the Central Government/Semi-Government/PSU/Large Educational Institutes preferably IITs/NITs/ IISERs/IISc.). (Enclose copy of purchase order/contract copy/Satisfactory performance certificate of the same in the technical bid). Agreements/Purchase Orders/Completion certificates, for similar contracts should be given together with the prices eventually or finally paid with contact details of persons as per **Annexure-VIII**.
13. The OEM Average Annual Business Turnover for last three financial years i.e. 2022-23, 2023-24 & 2024-25 should not be less than **₹ 25.20 LAKHS**. (Enclose copy of Audited Annual Accounts in the technical bid). The Turnover should be duly certified (signed and stamped) by a registered Chartered Accountant.
14. A copy of the Balance sheet or Profit & Loss A/c., or ITR, for the last 3 years should be enclosed.
15. Price Reasonability cum Fall Cause Certificate in the format provided in **Annexure-IX**.
16. A Declaration in Company Letterhead to the effect that there is no vigilance/CBI case/enquiry pending against the bidder/ firm/supplier.
17. Integrity Pact as per the **Annexure-X**.
18. Duly Stamped and Signed copy of each page including all annexures as per the tender document.
19. Duly filled in the checklist should be **submitted in chronological order**, along with the **Technical Bid** as per **Annexure-XI**.
20. Only the relevant documents as per the tender clauses are to be uploaded along with duly completed checklist as per the Annexure-XI. Uploading of other than the required documents may liable for rejection of the bid.

### **SECTION 3: SCHEDULE OF REQUIREMENTS, SPECIFICATIONS AND ALLIED DETAILS**

**DETAILED TECHNICAL SPECIFICATIONS FOR SUPPLY, INSTALLATION, TRAINING AND COMMISSIONING OF  
"VISION SCREENER WITH INBUILT VISIONARY SOFTWARE" WITH ONE YEAR ON-SITE ALL INCLUSIVES  
COMPREHENSIVE WARRANTY PERIOD.**

Quantity : **One No.**  
Warranty : **01 Year**  
Training : **One day for 20 members**  
Delivery Period : **8 weeks**

#### **Detailed Specifications for Vision Screener With inbuilt Visionary Software**

Sl No	Description of Item	Unit Quantity
1	<ul style="list-style-type: none"><li>• Large Viewing Lens to accommodate Multifocals</li><li>• Elliptech Soft Touch Membrane Control Panel</li><li>• Glare Recovery (at night / low light)</li><li>• Contrast Sensitivity (at night / low light)</li><li>• Colour Vision</li><li>• Stereo Depth Perception / Stereopsis</li><li>• Horizontal and Vertical Visual Peripheral Test</li><li>• Night Vision Acuity Test</li><li>• Long-Life True White Light LED'S</li><li>• Built-in Head Sensor</li></ul>	Nos. 1

## **SECTION 4: CONDITIONS OF CONTRACT**

### **A. GENERAL TERMS AND CONDITION OF THE CONTRACT**

#### **1. BID VALIDITY:**

The bids must be valid for acceptance for 180 days from the date of opening of the Financial/Price Bid of the tender, as prescribed by the Director, Warangal. No claim for escalation of the rate will be considered after the opening of the tender. In the event the Institute requests an extension of the bid validity period, the bidder shall confirm in writing that the quoted prices will remain firm and valid for the extended duration. No price escalation shall be entertained during this period.

#### **2. PRICES:**

- i. The Bidder should quote prices in BOQ only, offers indicating rates anywhere else shall be liable for rejection.
- ii. The price should be quoted on F.O.R basis (**Delivery up to NIT Warangal**) including applicable Taxes, Charges etc. The bidder shall specify the amount of each item, the total of each section and the grand total of the whole tender.
- iii. The online financial bid (BOQ) form should be submitted as mentioned in the Para D(4) of Section 1 of the tender document.
- iv. Indian bidders should quote firm prices in Indian Rupees only, unless otherwise specified elsewhere in this tender; prices quoted in any other currency will not be considered.
- v. The quoted rate/offer must remain valid for the entire duration of the contract, including any extensions.

#### **3. FINANCIAL BID:**

The bidder, agency, company, or firm must provide details of their technical soundness and submit the duly completed prescribed bid form in the Excel (.xls) format (BOQ format of Financial Bid as mentioned in the Para D(4) of Section 1 of the tender document), which includes the price offered. The price offered must be quoted in both figures and words and uploaded online through the e-Tendering portal at <http://eprocure.gov.in/eprocure/app>. This envelope must be uploaded online only as the "Financial Bid." After the evaluation of the technical bid, the technically successful bidder will be notified via email to witness the opening of their financial bid, along with the date, time, and venue. The financial bid will only be opened for those bidders who are declared "Technically Successful" or "Technically Responsive." Both Cover No. 1 and Cover No. 2 must be uploaded through the online portal (<http://eprocure.gov.in/eprocure/app>).

#### **4. BID EVALUATION:**

- i. NIT Warangal shall apply its own criteria and methodologies to evaluate and compare bids; no other evaluation criteria or methodologies will be considered.
- ii. On the specified due date, the Technical Bids will be opened and referred to the Tender/Purchase Committee constituted by the Director of NIT Warangal. This Committee will review the technical aspects of each bid and recommend shortlisted firms. The Committee's recommendations will be final and binding on all parties. The Committee may conduct site visits to the bidder's office or request the bidder's presence to assess their capability to execute the contract as per the scope of work. If any shortcomings or defaults are observed, the Institute reserves the right to take action accordingly, even if the bidder was initially pre-qualified.
- iii. The Institute reserves the right to accept or reject any bid and to annul the bidding process entirely, rejecting all bids at any stage before contract award, without incurring any liability to the bidders. In the event of annulment, all submitted bids and associated bid securities will be promptly returned to the bidders.

#### **5. FINANCIAL EVALUATION:**

- a. The financial bid shall be opened of only those bidders who are found to be technically eligible.
- b. Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is, the unit price shall prevail and the total price shall be corrected by the Institute. If there is a discrepancy between words and figures, the lesser amount shall be considered as valid. If the Supplier does not accept the correction of the errors, his bid shall be rejected.



## **6. RIGHT TO ACCEPT OR REJECT ANY BID / CANCELLATION OF TENDER**

- a. Notwithstanding anything specified in this tender document, NIT Warangal, in its sole discretion and without having to assign any reasons, reserves the right:
  - i. To accept or reject the highest-discount-offered bid, any other bid, or all bids.
  - ii. To accept any bid, either in full or in part.
  - iii. To reject any bid that does not conform to the terms of the tender.
  - iv. To exercise purchase preference in favor of Public Sector Undertakings, when applicable, in accordance with Government policies or guidelines.
- b. The Director, NIT Warangal, reserves the right to accept any bid and to annul the bidding process and reject all bids at any time, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for NIT Warangal's action.
- c. Conditional bids or bids submitted in a format other than the prescribed Proforma shall be rejected.
- d. No Bidder shall be permitted to withdraw its bid before the specified timeframe. Any such withdrawal shall render the bid disqualified.
- e. Each page of the Tender Document must be signed and sealed by the Bidder or an authorized representative of the Bidder.
- f. Any unsigned document or sheet within the Tender Document will lead to the bid's rejection. The Director, NIT Warangal, does not commit to accepting the highest-discount-offered bid or any particular bid and reserves the right to accept the whole or any part of any bid. Upon acceptance, the Bidder shall execute the scope of work as defined.

## **7. CLARIFICATION OF TENDER DOCUMENT:** Through pre-bid Conference (Under Section 4, clause No. 29 (If applicable only)).

## **8. BID/PERFORMANCE SECURITY:**

- i. The bidder shall deposit applicable bid security in the form of an Earnest Money Deposit (EMD) (If applicable only) upon submission of the bid. This deposit must be made via Demand Draft in favor of 'The Director, NIT Warangal,' payable at Warangal, or through NEFT/RTGS/online banking. Failure to provide the required bid security will result in the rejection of the submitted bid. The Finance & Accounts Section will verify the EMD credits in the Institute's account before the technical bid are opened.
- ii. Only valid MSE certificates issued for the relevant category (Manufacturing/Services, as applicable to the tendered item) shall be considered for exemption from payment of EMD. In the absence of such a certificate, the bidder shall remit the prescribed EMD to participate in the bid.
- iii. The EMD of unsuccessful bidders will be returned within thirty (30) days following the award of the contract, on application.
- iv. The EMD of the successful bidder will be returned upon submission of the Performance Security which will be retained by NIT Warangal until the completion of all contractual obligations without interest.
- v. The successful bidder must submit a Performance Security in the form of an irrevocable bank guarantee issued by any Indian Nationalized Bank for five percent (5%) of the order value, within fourteen (14) days from the date of the Letter of Intent. The guarantee must be valid for sixty (60) days beyond the completion of all contractual obligations without interest.
- vi. The format for the Performance Bank Guarantee shall be as specified in Annexure-IV.
- vii. The EMD of any tenderer will be forfeited if the tenderer withdraws, amends its tender, or derogates from the tender in any respect within the validity period. If the successful tenderer fails to furnish the required Performance Bank Guarantee within the specified period, its EMD will also be forfeited.
- viii. The Performance Security will be forfeited in case of unsatisfactory performance, including failure to supply medicines, drugs, surgical items, etc., that do not conform to the indent provided by the Institute or do not meet quality standards.
- ix. The Performance Security is subject to forfeiture for unsatisfactory performance by the firm/agency, including failure to adhere to the contract's terms and conditions.
- x. The Performance Security will be forfeited and credited to the Institute's account in the event of a breach of

contract by the supplier. The decision of the Competent Authority of NIT Warangal in this regard will be final and binding on all stakeholders. The Performance Security may be refunded to the supplier without interest after the completion of all contractual obligations.

**9. PAYMENT:** No advance payments shall be made by NIT Warangal under any circumstances. Payment will be made only after the supply and installation of the item in good and satisfactory condition and receipt of performance security by the supplier. The payments shall be made subject to statutory deductions at source (TDS/TDS-GST) as per prevailing government rules.

**10. DETERMINATION OF SUCCESSFUL BIDDER:** The technically qualified bidder whose offer is evaluated as **the lowest price** shall be the successful bidder subject to its meeting the statutory requirements.

**11. PRICE VARIATION:** The price quoted by the bidder shall be throughout the contract period. No price variation clause applies to this contract.

**12.** The item to be used is strictly according to the specification and subject to test by the Institute/concerned authorities. It must be delivered and installed in good working condition.

**13.** Details of the item to be carried out, approximate quantity and the specifications are mentioned in **"Section 3"** appended to this Notice Inviting Tender.

**14. CANVASSING:**

- a) Canvassing in connection with tenders is strictly prohibited and the Tenders submitted by the Tenderers who resort to canvassing shall be liable to rejection.
- b) Subject to the provisions concerning clarification of Bids, no Bidder shall contact the purchase committee on any matter relating to its bid from the time of the bid opening up to the time that the contract is awarded.
- c) Any effort by the Bidder or Bidder's representative however described to influence the purchase committee in any way concerning scrutiny, consideration, evaluation of the Bid(s) or decision concerning award of contract shall entail rejection of Bid and action against the bidder as deemed fit.
- d) The purchase committee will deal with the Bidder on a Principal basis, without involvement in any manner in India or abroad of any agent or consultant or associate or another person howsoever described.

**15. CORRUPT OR FRAUDULENT PRACTICES:**

- i. NIT Warangal requires that all Bidders adhere to the highest standards of ethics during the procurement and execution of contracts.
- ii. In pursuance of this policy, the following terms are defined:
  - a) "Corrupt Practice" refers to the offering, giving, receiving, or soliciting of anything of value to influence the actions of a public official in the procurement process or in contract execution;
  - b) "Fraudulent Practice" refers to the misrepresentation of facts to influence the procurement process or execution of a contract to the detriment of NIT Warangal, as well as collusive practices among Bidders (either prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels, thereby depriving NIT Warangal of the benefits of free and open competition.
- iii. NIT Warangal will reject a proposal for award if it determines that the recommended Bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.
- iv. NIT Warangal will declare a firm ineligible for contract award, either indefinitely or for a specified period, if it determines at any time that the firm has engaged in corrupt or fraudulent practices in competing for or executing the contract.

**16. DISQUALIFICATION AND REJECTION:**

- A. The Bidder and their bids shall be disqualified, and their bid rejected, if they withdraw their tender during the period of bid validity. In the case of a successful Bidder, if the Bidder fails:

- i. To sign the contract in accordance with the terms and conditions, and
  - ii. To furnish the Performance Security as specified in the terms and conditions.
- B. The tender has been issued under the Single Stage Two Bid System. Therefore, the bidders are strictly prohibited from disclosing their prices in the technical offer. The technical bid must include all techno-commercial details, excluding any prices or costs. Bidders acknowledge that any disclosure of pricing in the technical bids will result in the rejection of their offer at any stage of the tendering process.

**17. MINISTRY OF FINANCE OM NO. 6/18/2019-PPD DATED 23<sup>rd</sup> JULY 2020:**

The Institute has adopted and will comply with Ministry of Finance OM No. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020. Any bidder from a country sharing 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). If applicable, relevant supporting document is required to be submitted in the technical bid itself.

**18. DISPUTES AND JURISDICTION:**

Any legal disputes arising out of any breach of contract pertaining to this tender shall be settled in the court of competent jurisdiction located within Hanumakonda, Warangal, Telangana State.

**19. FORCE MAJEURE:**

The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**20. DELIVERY PERIOD:** The delivery of the consignment(s) is/are required to be made within **Eight weeks** from the issue of the Purchase Order.

The Delivery Period/Time shall be deemed the essence of the Contract, and delivery must be completed no later than the specified date(s). Failure by the Supplier to perform its obligations within the stipulated Delivery Period/Date mentioned in the Contract will constitute a breach of the Contract, granting the Institute the right to cancel or withdraw the Contract for the unsupplied portion after the expiry of the original or extended delivery date or period as stipulated. Such cancellation due to non-performance by the Supplier would entitle the Buyer to forfeit the EMD/Performance Security, in addition to other actions such as debarment from the Institute, in accordance with GFR 2017.

**21. INSTALLATION:** Installation of the supplied goods/accessories must be done by the successful bidder at our site with your instruments, accessories, tools & tackles and by deploying appropriate manpower as required, at your own cost as per the specifications of the tender document, if applicable only.

**22. TRAINING:** Training on operation, routine maintenance shall have to be provided to the Scientist / Student / Technicians after the installation and commissioning at our site as needed and when requested to do so, as per the specifications of the tender document, if applicable only.

**23. BANK CHARGES:** All applicable bank charges, including NEFT/RTGS and outstation bank charges, shall be borne by the bidder.

**24. SUPPORTING EQUIPMENT:** If equipment will require indigenous supporting instruments/accessories (computer,

printer, online UPS etc.) at the time of the installation, the same should be quoted in separate quotation, as per the specifications of the tender document, if applicable only.

**25. WARRANTY PERIOD:** Guarantee and Warranty period should be specified for the complete period conforming to **section 3** of this tender document. During the warranty period, if the issue is not resolved within seven (7) working days from the date of complaint, a penalty shall be imposed as per the rules in vogue. The downtime shall be calculated from the date and time the complaint is lodged within business hours.

**26. LIQUIDITY DAMAGES:**

Timely delivery is of utmost importance in this contract. Therefore, if the firm fails to deliver items/services within the specified original or extended delivery periods outlined in the contract, NIT Warangal shall be entitled to deduct or recover Liquidated Damages for the delay. This will apply unless the delay is due to Force Majeure conditions, and such damages shall be calculated at a rate of 0.5% per week, or part thereof, of the delayed period as pre-estimated damages, not exceeding a total of 10% of the contract value. This deduction shall be made without any dispute or controversy of any kind.

**27. AMMENDMENT OF TENDER DOCUMENT**

At any time prior to the last date for receipt of bids, Institute may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender document by an amendment. Further, Institute may at its own discretion extend the last date for the receipt of bids.

**28. RESOLUTION OF DISPUTES:**

The dispute resolution mechanism to be applied pursuant shall be as follows:

- i. The Contract is based on mutual trust and confidence. Both parties agree to carry out the assignment in good faith. If any dispute or difference of any kind whatsoever (for which a decision is not otherwise provided herein) arises between NIT Warangal and the bidder in connection with or arising out of the Contract—whether during the contract period, upon completion, or after termination, abandonment, or breach of the Contract—it shall be referred to the courts.
- ii. In case of a dispute, the matter will be subject to Warangal jurisdiction only. The competent courts at Warangal shall have exclusive jurisdiction to decide any disputes arising under this Contract.
- iii. Any fees, including advocate or lawyer fees, required for court proceedings before an award is made and published, shall be borne by the Licensee/Contract holder.
- iv. The court's award shall be final and conclusive.

**29. PRE-BID CONFERENCE (if applicable):**

- a) All prospective bidders are requested to kindly submit their queries through E-mail to dr\_ps@nitw.ac.in & cc to cssupdt@nitw.ac.in so as to reach the buyer, **on or before \_\_\_\_\_ (if applicable only).**
- b) A Pre-bid Conference shall be held as indicated in Invitation to Bid. All prospective bidders are requested to kindly attend the Pre-bid Conference. In order to facilitate NIT Warangal for the proper conduct of the Pre-bid Conference, all bidders are requested to submit their queries through E-mail to the indicated mail address (with Tender No. and Date) so as to reach the Buyer as indicated in Invitation to Bid.
- c) NIT Warangal shall answer the queries during the pre-bid conference, which would become a part of the proceedings of the Pre-bid Conference. These proceedings will, in turn, become a part of clarifications/amendments to the bidding documents and would become binding on all the prospective bidders. These proceedings would also be hosted on the NIT Warangal website www.nitw.ac.in for the benefit of all prospective bidders. Before formulating and submitting their bids, all prospective bidders are advised to surf through the NIT Warangal website after the Pre-bid Conference, in order to enable them to take cognizance of the changes made in the bidding document.
- d) All or any clarifications provided by NIT Warangal to one bidder shall apply to all bidders in the fray. Any Statement made at the pre-bid conference shall not modify the terms of the bidding documents unless such

statement is made part of clarification in the proceeding of the Pre-Bid Conference followed by the issue of an addendum or corrigendum.

- e) Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by NIT Warangal exclusively through the issue of an addendum or corrigendum and not through the minutes of the pre-bid meeting.
- f) Only queries formally submitted in advance, will be answered in the pre-bid conference and will become part of the Corrigendum/Amendment. Any Query / clarifications beyond the scheduled date and time or on or after pre-bid meeting will not be entertained.

**30. CLARIFICATION OF TENDER DOCUMENT:** A prospective bidder requiring any clarification of the Tender Document may communicate to the contact person given in this notice inviting tender. The contact person will respond to any request for clarification for the Tender Document received not later than 7 working days prior to the last date for the receipt of bids.

**31. FALL CLAUSE:** The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/system or sub-system was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded. In this regard, the bidder should submit the Price Reasonability cum Fall Cause Certificate in the format provided in **Annexure-IX**.

**32. GOVERNING LANGUAGE:**

The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

**33. RELAXATION FOR STARTUPS, MSEs, MAKE IN INDIA WILL BE AS PER GOI NORMS.**

**34. Abnormally quoted low bid will be liable for rejection as per the OM No.F.12/17/2019-PPD of Department of Expenditure, Ministry of Finance dated 6th February 2020.**

**35. FORFEITURE OF EMD/PERFORMANCE GUARANTEE/SECURITY DEPOSIT:** If NIT Warangal has disqualified the Bidder(s) from the tender process prior to the award of the Contract or terminate/determinate the Contractor has accrued the right to terminate/determinate the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to NIT Warangal, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Security of the Bidders/Contractor.

**36. TERMINATION FOR DEFAULT:** The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

1. If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser; or
2. If the Supplier fails to perform any other obligation(s) under the Contract.
3. If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

## **SECTION 4: CONDITIONS OF CONTRACT**

### **B. OTHER TERMS AND CONDITIONS OF THE CONTRACT**

1. The supplier should quote the rate for FOR Destination.
2. The rate should be quoted in INR only.
3. The rate quoted should be on a unit basis. Taxes and other charges should be quoted separately, duly considering any exemptions, if applicable.
4. The rate quoted should be inclusive of FOR destination, Supply, Testing, Installation, Commissioning, and training of equipment.
5. No custom duty exemption certificate will be provided by the Institute.
6. The Guarantee and Warranty period should be specified for the entire period, conforming to **Section 3** of this tender document.
7. The period required for the supply and installation of the item should be specified, conforming to **Section 3** of this tender document.
8. Payment: No advance payment will be made. Payment will be made only after the supply and installation of the item in good and satisfactory condition, and receipt of the performance security from the supplier. The payments shall be made subject to statutory deductions at source (TDS/TDS-GST) as per prevailing government rules.
9. In case of a dispute, the matter will be subject to the jurisdiction of Hanumakonda only.

### **SECTION 5 - PRICE BID**

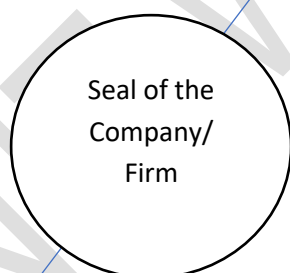
[The BoQ bid to be submitted online as per the Para D(4) of Section 1 of the tender document]

**PLEASE DO NOT QUOTE HERE**

<b>Sr. No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Quoted Price (incl.of taxes)</b>
1	Supply, Installation, Training and Commissioning of " <b>Vision Screener with Inbuilt Visionary Software</b> " with <b>One year</b> on-site all inclusive comprehensive Warranty period to NIT Warangal as per the specifications attached in Section-III of tender document.	01 No.	

1. I/We undertake to keep the above uniform quoted rate till the duration of this contract/extension of contract.
2. The basic rate to be quoted inclusive of Govt. taxes such as GST etc.
3. All Terms & conditions accepted as mentioned in the Notice Inviting Tender.
4. Rate to be quoted both in figures and in words.

#### **Sign of Bidder**



**Name:**

**Address:**

**Telephone No.:**

**Email ID:**

**Station:**

**Date:**

**FORM OF BID-SECURITY DECLARATION****(Printed on Organization Letter Head)****(To be submitted by Micro and Small Enterprises along with valid MSE Certificate)**

To  
 The Registrar  
 National Institute of Technology Warangal  
 Hanumakonda Dist. - 506004, Warangal Urban, Telangana State.

Tender Ref. No. \_\_\_\_\_ Dated \_\_\_\_\_

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) Have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fails or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)  
 in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

(Note: This letter should be on the letterhead of the quoting firm and should be signed by a Competent Authority. Non-submission of this will lead to DISQUALIFICATION of bids).



**BIDDER/COMPANY DETAILS**

Name of the bidder		
Date of Incorporation / Registration details		
PAN Number		
GST Registration Number		
Bidder's Bidding Capacity for the tendered items (As a Manufacturer/ Trader/ dealer / channel partner / system integrator, etc.)		
Bank Details	Account Number	
	IFS Code	
	Bank Name	
	Branch Name	
Registered Office Address		
Authorized Signatory Details  (Company/Firm Authorization by the competent authority, to be attached)	Name	
	Designation	
	Email	
	Phone	
Details of Contact other than Authorized Signatory	Name	
	Designation	
	Email	
	Phone	

**Date:****Signature and Seal of the Tenderer:****Place:****Name in Block Letter:****Designation:****Contact no.**

**निविदा की स्वीकृति / ACCEPTANCE OF TENDER**  
(TO BE PRINTED ON ORGANIZATION LETTERHEAD)

**Bid Ref. No.:**

To  
The Director  
National Institute of Technology Warangal  
Hanumakonda Dist. - 506004, Warangal Urban, Telangana State.

I/ We \_\_\_\_\_ (name and designation of the bidder) on behalf of \_\_\_\_\_ (name of the organization/company) have downloaded / obtained the tender document(s) for the above mentioned 'Tender from the website(s). I/ We hereby certify that I/ we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), specification terms and condition etc.), which form part of the contract agreement and I/ we shall abide hereby by the terms / conditions / clauses contained therein. The corrigendum(s) issued from time to time by your organization have also been taken into consideration, while submitting this acceptance letter.

I/ We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety. I/ We do hereby declare that our organization/company has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking. I/We certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract.

(Signature of the Authorized Person with Organization Seal)

Designation with Contact No:

Company Name:

**निष्पादन सुरक्षा फॉर्म / PERFORMANCE SECURITY FORM****MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To  
The Director  
National Institute of Technology Warangal  
Hanumakonda Dist. - 506004, Warangal Urban, Telangana State.

WHEREAS ..... (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no. .... dated .....to supplies (description of goods and services) (herein after called "the contract").

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

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

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

We 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

Note: Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

<b>FOR SUPPLIER</b>	<b>FOR PURCHASER</b>
Signature .....	Signature .....
Name.....	Name.....
Designation .....	Designation .....
Date .....	Date .....

**DECLARATION REGARDING NON-BLACKLISTING / NON-DEBARRING FOR TAKING PART IN TENDER**

I/We..... (Bidder) hereby declare that our Firm/Agency namely M/s..... has not been Blacklisted or Debarred in the past by Union / State Government/Autonomous Institute/CPSE or any other organization from taking part in Government Tenders in India.

(Or)

I/We..... (Bidder) hereby declare that our Firm /Agency namely M/s..... was Blacklisted or Debarred by Union / State Government/Autonomous Institute/CPSE or any other organization from taking part in Government Tenders for a period of Years w.e.f \_\_\_\_\_ to \_\_\_\_\_. The period is expired on and now the Firm/Company is entitled to take part in Government Tenders.

In case the above information found false, I/ We are fully aware that the Tender / Contract will be rejected / cancelled by Director, NIT Warangal and Performance Security Deposit (PSD/PBG) shall be forfeited.

In addition to the above, Director, NIT Warangal, will not be responsible to pay the bills for any completed / partially completed work/supplies made.

DEPONENT

Attested:

(Public Notary / Executive Magistrate)  
Name

Signature:

Full Name:

Address:

Mobile No:

Aadhar No:

**FORMAT OF MANUFACTURERS' AUTHORIZATION FORM**

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer].*

**Bid Ref. No with Date:**

To

The Director  
National Institute of Technology Warangal  
Hanumakonda Dist. - 506004, Warangal Urban, Telangana State.

Dear Sir:

We \_\_\_\_\_ who are established and reputable Manufacturers of \_\_\_\_\_ having factories / office at \_\_\_\_\_ (address of factory/office) do hereby certify that \_\_\_\_\_ (Name of the Authorized Dealer) is our authorized dealer to quote against your tender enquiry no \_\_\_\_\_ dated \_\_\_\_\_.

We hereby extend our full guarantee and warranty in accordance with the General Conditions of Contract, with respect to the Goods / Services offered by the above authorized company.

Yours faithfully,

Name of the Signatory:

Contact Number

Name of Manufacturer

Seal and Signature

**SELF DECLARATION**  
**[FOR LOCAL CONTENT OF PRODUCTS, SERVICES OR Works]**  
 (On company letter head)

To  
 The Director  
 National Institute of Technology Warangal  
 Hanumakonda Dist. - 506004, Warangal Urban, Telangana State.

Tender Reference Number:

1. With reference to Order no P.-45021/2/2017 PP (BE-II) dated 04.06.2020 of DPIIT, Ministry of Commerce and Industry, Govt. of India, we fall under the following category of supplier (please tick the correct category) for the items for which this tender has been floated and the bids are being submitted.
  - Class I local supplier – has local content equal to more than 50% ☐
  - Class II local supplier – has local content more than 20% but less than 50% ☐
  - Non –local supplier – has local content less than or equal to 20% ☐
2. We are solely responsible for the abovementioned declaration in respect of category of supplier. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which we may can be debarred for up to 2 years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Detail of the location(s) at which the local value addition is made: \_\_\_\_\_  
 Note:

1. In case of procurement value more than 10 crores, this certificate is to be issued by Statutory Auditor/Cost Auditor/ practicing Cost Accountant / practicing Chartered Accountant as applicable as per the aforesaid order).
2. The bidders offering the imported product will fall under the category of non-local suppliers. They can't claim themselves as class-I local suppliers/Class-II local suppliers by claiming the service such as transportation, insurance, Installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.

(Signature of the Authorized Person with Organization Seal)

सेवा समर्थन विवरण (सरकारी। संगठन/ विभाग की सूची)

**SERVICE SUPPORT DETAILS (LIST OF GOVT. ORGANIZATION/DEPARTMENT)**

List of Government Organizations for whom the Bidder has undertaken such work during last three years (must be supported with supply orders)

Name of the organization	Name of Contact Person/ User with Designation	Year of Supply/Installation	Contact No.

(Signature of the Authorized Person with Organization Seal)

Designation with Contact No:

Company Name:

**PRICE REASONABILITY CUM FALL CLAUSE CERTIFICATE  
(ON THE LETTER HEAD OF THE COMPANY)**

It is certified that the rate quoted against the NIT Warangal tender number \_\_\_\_\_ dated \_\_\_\_\_ for the supply, installation and commissioning of \_\_\_\_\_, is not more than the rates charged to any other Institutions, for similar supplies made by our firm, during past 1 year. If at any stage, it has been found that the quoted rate to NIT Warangal is higher than the rates charged to other Institutions, then in such a situation / condition, NIT Warangal shall have the right to take legal action against us, for recovery of excess rates.

Yours faithfully,

Authorized signatory of Bidder with Seal

Name \_\_\_\_\_

Designation \_\_\_\_\_



**INTEGRITY PACT**

(To be printed on Supplier's letterhead)

**General**

"BUYER" of the First Part and M/s.....  
represented by Shri/Smt/Ms ....., Director /Chief Executive Officer/ General  
Manager hereinafter called the "BIDDER/Seller" of the Second Part.

WHEREAS the BUYER proposes to procure ..... (Name of  
the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores 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/Department  
of the Government of India performing its functions on behalf of the President 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 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 prevent 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:

**1. Commitments of the BUYER**

1.1.The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will  
demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward,  
favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for  
any person, organization or third party related to the contract in exchange for an advantage in the bidding process,  
bid evaluation, contracting or implementation process related to the Contract.

1.2.The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the  
same information and will not provide any such information to any particular BIDDER which could afford an  
advantage to that particular BIDDER in comparison to other BIDDERS.

1.3.All the officials of the Buyer will report to the appropriate Government office any attempted or completed  
breaches of the above commitments as well as any substantial suspicion of such a breach.

- 2.** In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER to the BUYER,  
with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary  
proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and  
such a person shall be debarred from further dealings related to the contract process. In such a case while an  
enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

- 3. Commitments of BIDDERS:** The BIDDER commits itself to take all measures necessary to prevent corrupt  
practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract  
stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, consideration, gift, reward, favour,  
any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any  
official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization  
or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and

implementation of the Contract.

- 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
- 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4. BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.
- 3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER, or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term relative for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4. Previous Transgression**

- 4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India, that could justify BIDDER's exclusion from the tender process.
- 4.2. The BIDDER agrees that if it makes an incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Performance Guarantee:**

- 5.1. Performance Guarantee Bond is mandatory.
- 5.2. Successful tenderer/ bidder should submit performance guarantee as prescribed above to be sent to Assistant Registrar, Purchase & Stores Section, NIT Warangal on or before 15 days from the due date of issue of order acknowledgment. The Performance Guarantee to be furnished in the form of bank guarantee as per proforma or annexure of the tender documents, for an amount covering 5% of the purchase order value.
- 5.3. The Performance Guarantee should be established in favour of "The Director, NIT Warangal".
- 5.4. PBG should be established through any of the National Banks (whether situated at Warangal or outstation) with a clause to enforce the same on their local branch of Warangal or any scheduled bank (other than national bank) situated at Warangal. Bonds issued by co-operative banks will not be accepted.
- 5.5. 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.
- 5.6. 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.
- 5.7. The PBG shall be kept valid during the period of contract and shall continue to be enforceable for a period of two years (as mentioned in the tender document) or upto warranty period, whichever is later from the date of order acknowledged. In case PBG needs extensions upto warranty period then supplier shall initiate extensions to PBG one month prior to expiry of PBG.
- 5.8. For successful suppliers, if PBG is not submitted within 15 days from the date of Order Acknowledgement, then the Purchase Order will be cancelled with forfeiting of EMD.
- 5.9. No interest shall be payable by the buyer to the Bidder on PBG.

## **6. Sanctions for Violations**

6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled

to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of two years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2. The BUYER will be entitled to take all or any of the actions mentioned at para 7.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act 1988 or any other statute enacted for prevention of corruption.

6.3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

## **7. PRICE FALL CLAUSE:**

The BIDDER undertakes as per Annexure-XI that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/system or sub-system was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **8. Independent monitors**

8.1. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Chief Vigilance Officer, NIT Warangal).

8.2. The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3. The Monitor shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.

8.4. Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of the meetings.

8.5. As soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7. The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8. The Monitor will submit a written report to the designated Authority of BUYER/ Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **9. Facilitation of Investigation**

9.1. 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 & documents in English and shall extend all possible help for the purpose of such examination.

## **10. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and Jurisdiction is the Seat of the BUYER.

## **11. Other Legal Actions**

11.1. 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.

## **12. Validity**

12.1. 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.

12.2. 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.

## **The Parties hereby sign this Integrity Pact:**

Registrar, NIT Warangal

Name & Signature with seal (BIDDER)

Date & Place:

Date & Place:

Witness Witness

1. \_\_\_\_\_ (Indenter)

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

**CHECK LIST FOR BIDDERS**

It is hereby certified that, I/we have uploaded the relevant documents as per the tender requirement in compliance with the Qualifying Criteria by checking "Yes" against each of the following documents.

Sl. No.	Documents	Content	Document Uploaded
1	Technical Bid	Technical Compliance Sheet	(Yes /No) Pg. No
2		Particulars of the Tender Fee	(Yes /No) Pg. No
3		Proof of Payment of Earnest Money Deposit (EMD) or Bid Security Declaration (Annexure-I) against submission of valid MSE Certificate along with Bid Security Declaration.	(Yes /No) Pg. No.
4		Self-Attested copy of GST & PAN Number	(Yes /No) Pg. No.
5		Bidder/Company Details as per Annexure-II	(Yes /No) Pg. No.
6		Valid Trade License and Incorporation Certificate	(Yes /No) Pg. No.
7		Acceptance of Tender document as per the Annexure-III	(Yes /No) Pg. No.
8		Undertaking for Performance Security as per Annexure-IV	(Yes /No) Pg. No.
9		Declaration for Non-Blacklisting as per the Annexure-V	(Yes /No) Pg. No.
10		Manufacturers' Authorisation as per the Annexure-VI	(Yes /No) Pg. No.
11		Local Content Certificate as per the Annexure-VII	(Yes /No) Pg. No.
12		Similar work experience in the last 3 years with at least of one annual contract of <b>INR 3.15 lakhs</b> as per the Annexure-VIII	(Yes /No) Pg. No.
13		OEM Annual Turnover of not less than <b>INR 25.20 lakhs</b> (for last 3 years)	(Yes /No) Pg. No.
14		Three consecutive years of similar work experience	(Yes /No) Pg. No.
16		Balance sheet, Profit & Loss A/c., ITR, Trade or Manufacturing A/c for the last 3 years	(Yes /No) Pg. No.
17		Price reasonability cum fall clause certificate as per the Annexure-IX	(Yes /No) Pg. No.
18		A Declaration in Company Letterhead to the effect that there is no vigilance/CBI Case/Enquiry pending against the bidder/firm/supplier.	(Yes /No) Pg. No.
21		Integrity Pact as per the Annexure-X	(Yes /No) Pg. No.
22		Check list for bidders as per the Annexure-XI	(Yes /No) Pg. No.

23		Duly signed and stamped copy of each page of tender document	(Yes /No) Pg. No.
24		Price bid in the Excel (.xls) format (BOQ format as mentioned in the Para D(4) of Section 1 of the tender document). <b>Please do not quote in the technical bid/cover.</b>	( Yes /No )

Signature with seal (BIDDER)

NIT WARANGAL