



NATIONAL INSTITUTE OF TECHNOLOGY, WARANGAL

(An Institute of National Importance)

TELANGANA STATE – 506004 (INDIA)

Tender No. NITW/PS-28/3DDIC/2022-23/

Date: 26-07-2022

INVITATION FOR TENDERS FOR SUPPLY OF DIGITAL 3D IMAGE CORRELATION SYSTEM

Established vendors with proven track record and experience in the supply of concerned items are invited to submit their most competitive bids on or before **16-08-2022 at 11.00 AM in Indian rupees only.**

Important Dates:

| | | |
|---|-------------------------------------|---|
| 1 | Last Date for Submission of Tenders | 16th August 2022 up to 11:00 AM |
| 2 | Date of Opening of Technical Bids | 16th August 2022 at 11:30 AM |

Prospective bidder may download the Tender document from <https://eprocure.gov.in/eprocure/app> - Tenders by Organisation – National Project Implementation Unit - World Bank Tenders – NATIONAL INSTITUTE OF TECHNOLOGY WARANGAL and <https://nitw.ac.in/main/update/Jobs/Tenders/> submit the ebid on-line as per the Tender Document.

The bidders should remit a non-refundable **tender fee** of Rs. 1,180/- (Rs.1,000 + GST @ 18%) (Rupees One thousand one hundred eighty only) and **EMD** by NEFT Beneficiary name: **DIRECTOR NITW**, Account No. **52109375198**, IFSC Code: **SBIN0020149**, Bank Name: State Bank of India, Branch address: **NIT COMPLEX, HNK-KAZIPET MAIN ROAD, HANAMKONDA DIST., TELANGANA STATE – 506004**. The proof of NEFT details alongwith a forwarding letter are required to be submitted with Technical Bid. The technical bids of those who have not submitted the tender fee will be rejected as technically disqualified. No exemption is applicable in payment of tender fee for bidders having registration with MSME, NSIC, etc. EMD is exempted for the vendors who are registered with MSME, NSIC and National Institute of Technology, Warangal. They have to submit registration certificate along with Technical Bid. The Vendor whose EMD, exemption certificate or MSME certificate is not submitted by due date their bid will be rejected.

Tender Cost : Rs. 1,000/- + GST @ 18% = 1,180/-

EMD : Rs. 1,60,000/-

The Institute GSTN details are as follows.

| | |
|----------------|------------------------|
| GST No. | 36AACAN7241H2ZK |
|----------------|------------------------|

1. **Standard Terms & Conditions**

Law of the country are reflected in these terms and conditions, therefore, neither deviation from the standard text given in the clauses nor deletion of any of these clauses should normally be admitted. In case a deviation from these clauses has to be considered/ allowed, approval of NITW will be required.

2. **Effective Date of the Contract:** The standard text of this clause is as under: In case of placement of a supply order, the date of acceptance of the Supply Order would be deemed as effective date or as agreed by both the parties. In case a contract is to be signed by both the parties, the Contract shall come into effect on the date of signatures of both the parties on the Contract (Effective Date) or as agreed by both the parties. The deliveries and supplies and performance of the services shall commence from the effective date of the Contract.
3. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India and shall be governed by and interpreted in accordance with the laws of the Republic of India.
4. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to product or performance, which cannot be settled amicably, shall be resolved by arbitration in accordance with the following applicable provision.

"The case of arbitration may be referred to respective CFA or a person appointed by him who will be sole arbitrator and the proceedings shall be conducted in accordance with procedure of Indian Arbitration and Conciliation Act, 1996".

5. **Penalty for Use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer.
6. **Access to Books of Accounts:** This provision gives right to the Buyer to access Seller's books of accounts for checking if Seller has violated its undertaking given at the time of submission of bid on use of undue influence and/or employment of agent. The standard text of this clause is as under:
"In case it is found to the satisfaction of the Buyer that the Bidder/ Seller has violated the provisions of use of undue influence and/or employment of agent to obtain the Contract, the Bidder/ Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/ information/ Books of Accounts."
7. **Non-disclosure of Contract Documents:** This clause restricts parties not to share the information provided by each other without explicit consent. The standard text of this clause is as under:
"Except with the written consent of the Buyer/ Seller, other party shall not disclose the Contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party."
8. **Withholding of Payment:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in the Contract, the Buyer may, at his discretion, withhold any payment until the completion of the Contract.
9. **Liquidated Damages (LD):** The Buyer may deduct from the Seller, as agreed, liquidated damages at the rate of 0.5% per week or part thereof, of the basic cost of the delayed stores which the Seller has failed to deliver within the period agreed for delivery in the contract. LD can also be levied on the Seller on the basic cost of the stores supplied partially within the scope of

the order/ contract that could not be put to use due to late delivery of the remaining stores. The maximum quantum of LD would be 10% of the total order value (excluding taxes & duties).

10. Termination of Contract:

- a) The store/ service is not received/ rendered as per the contracted schedule(s) and the same has not been extended by the Buyer.
Or
The delivery of the store/service is delayed for causes not attributable to Force Majeure for more than 06 (six) months after the scheduled date of delivery and the delivery period has not been extended by the Buyer.
- b) The delivery of store/service is delayed due to causes of Force Majeure by more than 06 (six) months provided Force Majeure clause is included in the contract and the delivery period has not been extended by the Buyer.
- c) The Seller is declared bankrupt or becomes insolvent.
- d) The Buyer has noticed that the Seller has violated the provisions of use of undue influence and/or employment of agent to obtain the Contract.
- e) As per decision of the Arbitration Tribunal.

11. Notices: Any notice required or permitted by the Contract shall be written in English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/ airmail, addressed to the last known address of the party to whom it is sent.

12. Transfer and Sub-letting: The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the Contract or any part thereof without written consent of the Buyer.

13. Use of Patents and other Industrial Property Rights: The prices stated in the Contract/SO shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other Industrial Property Rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies or any or all the rights mentioned above.

14. Amendments: No provision of the Contract/ SO shall be changed or modified in any way (including this provision) either in whole or in part except when both the parties are in written agreement for amending the Contract/SO.

15. Taxes and Duties: This clause identifies the taxes and duties admissible and to be paid by the respective parties during the course of execution of the Contract/ SO.

16. General:

- Bidders must indicate separately the relevant taxes/ duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.
- If a Bidder is exempted from payment of any duty/tax up to any value of supplies from them, he should clearly state that no such duty/ tax will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/ quantum of any Duty/ tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the Seller to obtain exemptions from taxation authorities.
- Any changes in levies, taxes and duties levied by Central/State/ Local government on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/ tax paid by the Seller. Similarly, in case of downward revision in any such duty/ tax, the actual quantum of reduction of such duty/ tax shall be reimbursed to the

Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any, obtained by the Seller. Section 64-A of Sales of Goods Act will be relevant in this situation.

- Levies, taxes and duties levied by Central/ State/ Local governments on final product will be paid by the Buyer on actuals, based on relevant documentary evidence, wherever applicable. Taxes and duties on input items will not be paid by Buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.
- TDS as per Income Tax Rules will be deducted and a certificate to that effect will be issued by the Buyer.

17. Denial Clause: Variations in the rates of statutory levies within the original delivery schedule will be allowed if taxes are explicitly mentioned in the contract/ supply order and delivery has not been made till the revision of the statutory levies. Buyer reserves the right not to reimburse the enhancement of cost due to increase in statutory levies beyond the original delivery period of the supply order/ contract even if such extension is granted without imposition of LD.

18. Pre-Contract Integrity Pact Clause: The essential elements of the Pact are as follows:

- a) A pact (contract) between the Government of India (Ministry of Education) (the authority or the "Director") and firms submitting a bid for this specific activity (the "Bidder");
- b) An undertaking by the Director that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal proceedings in case of violation;
- c) A statement by each Bidder that they have not paid, and will not pay, any bribes;
- d) An undertaking by each Bidder to disclose all payments made in connection with the Contract in question to anybody (including agents and other middlemen as well as family members, etc., of officials); the disclosure would be made either at the time of submission of Bids or upon demand of the Director, especially when suspicion of a violation by that Bidder emerges;
- e) The explicit acceptance by each Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.
- f) Undertaking on behalf of a Bidding company will be made "in the name and on behalf of the Institute Director".
- g) Any or all of the following set of sanctions could be enforced for any violation by a Bidder of its commitments or undertakings:

- (i) Denial or loss of contracts;
- (ii) Forfeiture of the EMD and Performance cum Warranty Bond;
- (iii) Liability for damages to the Director and the competing Bidders; and
- (iv) Department of the violator by the Principal for an appropriate period of time.

- h) Bidders are also advised to have a company code of conduct clearly rejecting the use of bribes and other unethical behavior and compliance program for the implementation of the code of conduct throughout the company.
- i) The draft Pre-Contract Integrity Pact is attached as Annexure 'H'. The Bidders are required to sign the pact and submit it separately along with the Techno-Commercial and Price bid."

19. Undertaking from the Bidders: An undertaking will be obtained from the Bidder/firm/ company/vendor that in the past they have never been banned/debarred for doing business dealings with Ministry of Defense/Govt. of India/ any other Govt. organization and that there is no enquiry going on by CBI/ED/any other Govt. agency against them.

20. Apportionment of Quantity: Buyer reserves the right to apportion the quantity among ____ bidders in the ratio of _____ starting from Lowest Bidder (L1) and proceeding to Next Higher Bidder and so on subject to their consent to meet the L1's rates as well as terms and conditions, as negotiated. The bidders are requested to submit the price bid catering the need of apportioned quantity as well as total quantity, else the unit cost of the store(s) for total quantity

will be considered for the apportioned quantity while evaluating the bid.” (Splitting of the quantity should be in favour of L1) (Not Applicable).

21. Performance cum Warranty Bond: It is an amount of money paid in advance and held in reserve or a written undertaking given by the Seller through his bank as a guarantee that he would perform the promised/contractual obligation as per terms and conditions stipulated in the Contract/SO. The standard text of this clause is as under:

a) **Indigenous Bidder:** The Seller may be required to furnish a Performance cum Warranty Bond by way of Banker's Cheque/Fixed Deposit Receipt/ Demand Draft (DD)/ Bank Guarantee (BG), in favour of the Director (Lab Name), (Place), for a sum equal to **3%** of the Contract value (excluding taxes). The Bond submitted by way of Banker's Cheque/Fixed Deposit Receipt/ Demand Draft (DD)/Bank Guarantee (BG) should be valid up to 60 days beyond the date of completion of all contractual obligations, including warranty obligation. The specimen of bond can be provided on request.

22. Tolerance Clause: To take care of any change in the requirement during the period starting from issue of RFP till placement of the Contract, Buyer reserves the right to increase or decrease 25% of the quantity of the required goods, proposed in the RFP, without any change in the terms and conditions and rates quoted by the Seller. While awarding the Contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

23. Option Clause: The Contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity (rounded up to the next whole number) in accordance with the same terms and conditions of the Contract. This will be applicable within the currency of the Contract. It will be entirely the discretion of the Buyer to exercise this option or not.

24. Repeat Order Clause: The Contract will have a Repeat Order Clause, wherein the Buyer can order up to 50% quantity of the original contracted quantity (rounded up to the next whole number) under the Contract within six months from the date of completion of supply under the original Contract/ SO. The Repeat Order will have rates on not exceeding basis while the terms and conditions will remain unchanged. It will be entirely the discretion of the Buyer to exercise the Repeat order or not.

25. Purchase Preference Clause: Purchase preference will be granted to the nominated agencies for the specified quantity as per the policy of Govt. of India in vogue.

26. Permissible Time Frame for Submission of Bills: To claim payment (part or full), the Seller shall submit the bill(s) along with the relevant documents within 60 (sixty) days from the completion of the activity/ supply. (Lab should mention the no. of days and the activity from which the counting will start)

27. Payment Terms: Payment terms are of great importance to both Buyer and Seller as the cost of finance plays a very important role in deciding the cost of an item or service being contracted for. RFP should clearly state the terms of payment including stage payment/ advance payment, if any, as well as the mode of payment. The payment terms should normally be in accordance with the options given in RFP as any change of payment terms specified in the RFP can alter L1 determination. In case where the payment terms offered by the bidders differ from the options given in the RFP, DCF technique may be utilized for LI determination. The standard text of this clause is as under:

a) **For Indigenous Seller:**

The payment will be made as per the following terms, on production of the requisite documents:

(i) 100% payment within 30 days after receipt, satisfactory installation and acceptance of stores/equipment in good condition or the date of receipt of the bill whichever is later.

Or

Stage-wise/Pro rata payments as per the milestone/time described here. (payment milestone/time shall be identified by the Lab and mentioned here.)

- (ii) Pro rata payment for the services rendered will be made as per the frequency described here. (The frequency shall be pre-defined by the Lab)

b) Advance Payments:

No advance payment will be made.

c) Part Supply and Pro rata Payment:

Part supply will not be acceptable.

Or

Full supply may be accepted in maximum _____ nos. of lots. However, Pro rata payment will not be made for the part supplies of the stores(s) made.

Or

Full supply may be accepted in maximum _____ nos. of lots. Pro rata payment will be made as per the applicable payment terms for the part supply of the stores(s).

d) Mode of Payment:

- (i) For Indigenous Sellers: It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details to facilitate payments through ECS/EFT mechanism instead of payment through cheque, wherever feasible.

28. Documents to be furnished for Claiming Payment: RFP should clearly spell out the list of documents required from the Seller for claiming payment. The standard text of this clause is as under:

- (a) **Indigenous Sellers:** The payment of bills will be made on submission of the following documents by the Seller to the Buyer

- (i) Ink-signed copy of Contingent Bill.
- (ii) Ink-signed copy of Commercial Invoice / Seller's Bill.
- (iii) Bank Guarantee for Advance, if applicable.
- (iv) Guarantee/ Warranty Certificate.
- (v) Details for electronic payment viz. Bank name, Branch name and address, Account Number, IFS Code, MICR Number (if these details are not already incorporated in the Contract).
- (vi) Original copy of the Contract and amendments thereon, if any.
- (vii) Self certification from the Seller that the CST/ VAT received under the contract would be deposited to the concerned taxation authority. In this regard, extant Government orders will be applicable.
- (viii) Any other document/ certificate that may be provided for in the Contract. (Note – Lab may specify any other documents required as per need)

29. Terms of Delivery: Terms of delivery plays direct role in determining cost of the contract/ SO. The standard text of this clause is as under:

- a) For Indigenous Bidder: The delivery of goods shall be on FOR (destination) basis.

30. Packing and Marking Instructions: Following clause shall be retained in the RFP:

- a) The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong. The packing cases should have provisions for lifting by crane/ fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.
- b) The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force in the territory of the Seller's country.
- c) A label in English shall be pasted on the carton indicating the under mentioned details of the item contained in the carton. The cartons shall then be packed in packing cases as required.

- (i) Part number:
- (ii) Nomenclature:
- (iii) Contract annex number:
- (iv) Annex serial number:
- (v) Quantity contracted:
- d) One copy of the packing list in English shall be inserted in each cargo package, and the full set of the packing lists shall be placed in case No.1 painted in a yellow colour.
- e) The Seller shall mark each package with indelible paint in English language as follows:
 - (i) Contract No. _____
 - (ii) Consignee _____
 - (iii) Port / Airport of destination _____
 - (iv) Ultimate consignee _____
 - (v) Package No. _____
 - (vi) Gross/Net weight _____
 - (vii) Overall dimensions/volume _____
 - (viii) The Seller's marking _____
- f) If necessary, each package shall be marked with warning inscriptions: <Top>, <Do not turn over>, category of cargo etc.
- g) Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the equipment and spares/goods from damage or deterioration during transportation by land, air or sea. In such case the Buyer shall finalize the marking with the Seller.

31. Claims: For settlement of claim in respect of deficiency in quality/ quantity of supplies made under the contract, following clause may be provided in the RFP:

- a) The quantity claims for deficiency of quantity and/ or the quality claims for defects or deficiencies in quality noticed during the inspection shall be presented within 45 days of completion of inspection.
- b) The Seller shall collect the defective or rejected goods from the location indicated by the Buyer and deliver the repaired or replaced goods at the same location, within mutually agreed period, under Seller's arrangement without any financial implication on the Buyer.

32. Warranty: a) The Seller will declare that the goods, stores articles sold/ supplied shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/ mentioned in the contract. The Seller will guarantee that the said goods/stores/articles would continue to conform to the description and quality for a period of 36 months from the date of acceptance/ installation of the said goods stores/ articles. If during the aforesaid period of 36 months, the said goods/stores are discovered not to conform to the description and quality aforesaid, not giving satisfactory performance or have deteriorated, the Buyer shall be entitled to call upon the Seller to rectify the goods/ stores/ articles or such portion thereof as is found to be defective by the Buyer within a reasonable period without any financial implication on the Buyer.

b) In cases of procurement of software, Seller shall issue/provide upgrades of the software free of cost during the warranty period."

33. Product Support: a) The Seller agrees to provide product support for the stores, assemblies/ sub-assemblies, fitment items, spares and consumables, Special Maintenance Tools (SMT)/ Special Test Equipments (STE) for a minimum period of _____years including _____ years of warranty period after the delivery.

b) The Seller agrees to undertake a maintenance contract for a minimum period of _____years/ months.

The Seller is required to quote the price for both comprehensive and non-comprehensive maintenance of the equipment after the expiry of warranty period in the price bid.

34. JURISDICTION: The Courts of Warangal alone will have the jurisdiction to try and any matter dispute or reference between the parties arising of this agreement/contract.

In addition, the Special Conditions of Contract (if mentioned along with the specifications of the item) shall supplement these General Conditions of Contract. Wherever there is a conflict, the provisions mentioned in the SCC shall prevail over these General Conditions of Contract.

Please note that the institute reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or bidders.

BENEFITS TO MICRO AND SMALL ENTERPRISES (MSEs):

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

a) Qualifying Criteria for MSES, SC/ST vendors:

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

b) Purchase Preference for MSE:

In tenders, where the L-1 (evaluated price) bidder is a non-MSE, up to 25% of the tendered quantity shall be allowed to be supplied by participating MSEs provided that the tendered quantity is divisible into two or more orders and adequate for the purpose; all qualifying bidders have agreed for acceptance of part-order quantity and participating MSE matches the LI rate.

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

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

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

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

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

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

c) Exemption from Earnest Money Deposit(EMD) & Tender cost for MSE:

- i. MSE units qualifying as at (a) above shall be exempt from paying EMD.
- ii. No exemption shall be allowed for the submission of Security Deposit/ Performance Bank Guarantee, if applicable in the particular tender.

Public Procurement (Preference to Make in India)

Purchase preference shall be given to all local Suppliers in all procurements undertaken by the purchaser in the manner prescribed by the Department for Promotion of Industry and Internal Trade, Govt. of India, vide OM No. P45021/2/2017-PP (BE-1 I) dated 04 June 2020 and subsequent amendments.

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

- a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a Class-I local supplier, the contract for full quantity will be awarded to L1.
- b) If L1 bid is not a Class-I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such Class-I local supplier' subject to matching the L1 price. In case such lowest eligible Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher Class-I local supplier' within the margin of purchase preference shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c) In the procurements of goods which are not divisible in nature the Class-I local supplier shall get purchase preference over Class-II local supplier as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a Class-I local supplier, the contract will be awarded to L1.
 - ii. If L1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference and the contract shall be awarded to such Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible Class-I local supplier' fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder Class-II local supplier.
 - iv. 'Class-II local supplier' will not get purchase preference in any procurement undertaken by the procuring entity
Margin of Purchase Preference: 20%

I. SPECIAL CONDITIONS OF CONTRACT (SCC)

Optical Based Digital Strain Measurement System Specifications

I. Back ground:

NIT Warangal – Department of Civil Engineering, is interested in procuring 3D digital image correlation (DIC) system to carry out research on Concrete, steel and composite Structures.

The system will be used for both laboratory research work such as: static loading and cyclical loading as well as studies in the field on large scale concrete and steel structures. Since the system is needed for field applications such as bridge testing, the system must be portable with minimum electronic connections and must be capable of operating in the field in high temperatures, dust and high humidity. A software for camera calibration and image correction/rectification and alignment due to camera movement shall be included along with the system.

II. Parameters to be measured:

- a) Contour with coordinates.
- b) In-plane displacements along X and Y Directions.
- c) Out of plane displacements - Z Direction.
- d) Fracture Process Zones in Concrete Structures.
- e) Identification of bond gap between FRP and Concrete.
- f) Strains: ϵ_{xx} , ϵ_{yy} , γ_{xy} , Principal, Von Mises and Tresca strains.
- g) Vector Directions
- h) Principal Strains Direction
- i) User Defined Variables.
- j) Fatigue measurements upto 15 Hz.

III. System Configuration

A. Software.

1. Image Acquisition Software Images should be captured in the following formats:

- a) Manual: Press of keyboard or mouse click.
- b) Time Capture: User can define the time interval for a limited or unlimited period of time. The user should have the ability to stop and subsequently restart the image acquisition from the point it had stopped and without any loss of stored data.
- c) Flexible Capture For Fatigue Measurements:-Capture first set of images in a certain time period and subsequent set of images in different time periods.
- d) Hardware trigger: Using TTL (Transistor logic) or input signal from an external sensor or manual or time.
- e) Analog Trigger: - Based on the analog signal input – say for example capture image at every 1 kN load step.
 - f) The software should clearly show if the images have over exposure.
 - g) The software should clearly show if the calibration carried out is correct and should indicate if the sources of errors for calibration, if any.
 - h) System should be capable of acquiring load cell, displacement sensor...etc at least data up to 4 channels and display-selected channels without disturbing the acquired data.
 - i) Apart from the host PC, the images should be viewed/ captured in a notebook computer and transfer of data to a remote system wirelessly.
 - j) At a later stage NITW plans to have facility for high strain rate studies. The image acquisition and 3D- DIC software should be capable of capturing images from high-speed cameras.

2. 3D Digital Image Correlation Software:

Software with the following features are needed:

- i. Resolution of strain measurement –10 $\mu\epsilon$ or better.
- ii **Suitable algorithms for small displacement (0.01% strain) and large displacement applications (500% strain) for brittle-concrete/glass, plastic-steel, FRP and hyperelastic - Polyurea/rubber materials.**
- iii. Correlation based on the following criterion: - - Normalized Squared Differences.
(For Lab tests). - Zero Normalized Squared differences criterion
(For Field tests – to take into effect the changes in light conditions during the test)

- iv. **Suitable hardware and software filters for filtering noisy data may be provided.**
- v. **The user** must have separate color plots of raw and filtered data
- vi. Mitigation of camera shakes or rigid body movement is essential.
- vii. Several options for smoothening of data may be provided.
- viii. Indication of pixel confidence margins to remove the correlation from the cracked zones.
- ix. User selection of the subset size, step size and strain filter size.
- x. Indication of the appropriate subset size to be selected.
- xi. Resolution of displacement measurement. For a ROI of 500mm; In Plane Displacement = 10 microns (or better) ; Out of Plane Displacement = 20 Microns (or better).
- xii. Indication, if the correlation carried out is correct and if not, indicate sources of errors.
- xiii. Correlation:- Software should generate automatic start point and sequence analysis.
- xiv. 3D Displacement and Strain measurements.
- xv. 2D and 3D Plots of the images
- xvi. Co-ordinate transformation
- xvii. Export of plots in ASCII, TIF, JPEG, AVI, clipboard, etc.
- xviii. Profile over a line, point or area measurement.
- xix. Animation of the result
- xx. Color coded display of Displacements, Tangential Strains, Principal Strains (combined with direction)
- xxi. Display of statistical data
- xxii. Computation of Principal Strains, Von Mises and Tresca.
- xxiii. Velocities in X, Y and Z Direction.
- xxiv. Computation of statistical data: mean, median, min., max., standard deviation... etc.
- xxv. Export of plot and data to MATLAB.
- xxvi. Import of 3D DIC Data into a project from other project files.
- xxvii. Creation of variables based on user defined equations- Linear and polynomial.
- xxviii. Extract of data in a node for comparison with Finite Element FEM data.
- xxix. Combine Data Files.
- xxx. Math Operations

At a Later stage NITW plans to have facility for dynamic and high strain rate studies. The 3D DIC software should have the following additional features / capabilities: -

- a. Full Field Accelerations (X, Y and Z Direction)
- b. Dynamic measurement with Full Field Frequency Analysis.
- c. FFT Analysis – Amplitude vs. Frequency; Phase vs. Frequency
- d. Amplitude Variable: - Displacements, Strains and Accelerations

3. Software Licenses:

- 1. License 1: One Main perpetual license with the PC.
- 2. License 2: One perpetual Post Processing License.
- 3. Licenses must be on a USB Dongle.
- 4. Update of the software should free.
- 5. Speckle Generator Software for generating speckles.
- 6. Grid Generator software for generating custom built grids.

Given the wide range of applications, it is important that the vendor provides software to generate custom grids in house. The grid generated should be both white on black background and black on white background. Software for generating user-defined speckles is needed. The diameter of the speckle to be generated and the coverage should be user defined

B. Optics and Hardware.

A complete 3D DIC system must be quoted and vendors must include all accessories with the system. The application / requirement is clearly mentioned in the specifications and it is the responsibility of the vendor to ensure that the system configured includes all necessary optics, hardware and accessories. These may not have been explicitly mentioned in the tender specification, but it's the vendor's responsibility to configure (including all accessories for smooth operation) the software and hardware accordingly.

1. Camera: - 5MP, 75 fps USB 3.0 Cameras – 2 Nos.

Given that the system will be used for field applications, cameras with Firewire and / or GigE interfaces is not acceptable. Only USB 3.0 Cameras should be quoted. The camera must be directly interfaced to the PC without any external interface cards.

2. Lenses: 35mm = 2Nos., 17mm Lenses = 2Nos.
3. Lenses for 2D DIC:- 200mm. Vendor must explicitly mention that the cameras and lenses will work in the field conditions.
4. UV filters for all the lenses.
5. Hard carry case for the Optics.
6. Lens Cleaning Kit.

Applications: Small laboratory specimens ~ 2 mm least dimension , medium specimens of size 2m and Large scale bridges, buildings etc with 1m x1m target @ 35 mt .

7. **Two High Intensity LED Lamps** with built in polarizers and illumination control, mounting stands to uniformly illuminate the surface without heating the structure. Specification of LED: - Color Correlated Temperature of 6500°K, and a luminous efficacy of 100 lumens per watt. Lux = 1,00,000 or more. The LED's must have built in polarizers to remove reflections from curved surfaces.

8. **Mounting stands:** Tripod for mounting the cameras. The tripod should have a head that can be rotated in all 3 directions. It must accommodate two cameras, precision tripod with level indicator, suitable rail length, camera mounts and 2 LED light mounts. Provision for positional accuracy and repeatability.

9. Carry bag for the Tripod.

10. Mounting Aluminum Channel to mount the cameras.

11. **Suitable calibration plate/block may be supplied.** Should be provided with proper carrying case. Since measurements are done in the field the grids should be rugged. Should the grid drop on the floor it should withstand the impact and be undamaged.

12. Notebook Computer for field studies:

- 2.9. GHz quad i7 (or better)
- 15" screen
- DVD-RW
- 16GB RAM (or better)
- 256 GB SSD and 1TB Hard Disk (or better)
- 2GB Graphics Card
- Windows 10/11, MS Office
- USB 3.0 Super speed Ports Carry Case and other Standard Features.

13. Desktop Computer:-

i7 (or better)

16 GB Ram (or better)

256 GB SSD & 2TB HDD(or better)

24 Inch LED Monitor

Windows 10/11 – 64 Bit Professional, MS Office

USB 3.0 Super Speed Ports and other standard features.

14. Four Channel USB data acquisitions module to capture analog inputs along with the images.

15. Speckle Rollers of various dot sizes of 0.007 to 0.05 inch; stamp pads for ease of applying speckles on concrete surfaces.

16. White spray Cans – 10 nos.

17. Air Brush Set – Air Brush with nozzle – 0.15mm, 0.2, 0.4mm, 0.6mm nozzles; Hose Pipe compressor, White Paint – 1.5 Lts ; Black Paint – 1.5 Lts; Cleaning Liquid – 1.5 Lt.

Installation and Training at no extra cost

Installation and Commissioning at NITW

Phase 1: - At NITW:- The system should be installed and commissioned by the supplier at NITW by trained and experienced Engineers in the field of 3D DIC.

Phase 2: - The vendor must visit the field and participate and train Faculty/Staff/Students of NITW.

No. of Field Trials:- at least 2 nos.

No of Days per trial:- at least 3 days.

PLEASE NOTE ALL COSTS FOR TRAVEL FOR FIELD TRIALS WILL BE BORNE BY THE VENDOR. THIS HAS TO BE EXPLICITLY MENTIONED IN THE QUOTE.

Warranty: 3 years from the date of installation

Delivery: Within 90 days from the date of placing of confirmed order.

Criteria for Acceptance of Technical Bid

1. Technical Papers on use of 3D DIC for Concrete Research
2. Technical Papers / Application notes where DIC measurements are carried out where the full scale range is less than 500 $\mu\epsilon$ with a resolution of 10 $\mu\epsilon$ or better.
3. Compliance statement to confirm that the system configured meets NITW's requirement / application. Each compliance statement should be backed by Technical Documentation. Compliance statement without proper explanation/ supporting document and a mere statement "Compliance or Yes" will be out rightly rejected.
4. Technical Papers / Application Notes: - Please note Papers by Indian authors will be preferred.
 - i. Studies of bond between FRP and Concrete.
 - ii. Fracture Process Zones in Concrete.
 - iii. Concrete Studies in the field – Flyovers, Bridges, building etc.
 - iv. List and contact details of end users in India where similar systems are used in IITs / Research Labs related to Concrete Studies. A certificate from the users about functioning of the system is desirable.
 - v. If needed NITW would require a demonstration of the 3D DIC System and carry out trial tests on two actual components identified by NITW satisfactorily.

Firms should give an undertaking for supply of Software upgrades if any, during the warranty period, free of charge.

1. PRE-QUALIFICATION CRITERIA/DOCUMENTS & TECHNICAL BID:-

Technical Bid must be accompanied with the following documents/information

- a) Detailed profile of the Company :-
 - Name of the firm, Address, email and Telephone Number :
 - Name of the Contact Person, Telephone/ Mobile / Email :
 - Name of the bank (With full address Type of account, A/c Number, IFSC Code&RTGS Details)
 - Certificate of Incorporation. (Copy to be enclosed)
 - PAN /GST registration certificate. (Copy to be enclosed)
 - Duly filled tender acceptance letter as per annexure-IV should be submitted.
 - Average turnover of the manufacturer should be three crores for last 03 years and average turnover of the supplier should be one crore for the last three years (Audited P & L Statement copy to be enclosed)
 - Bidders should not have been blacklisted in past 5 years by Govt./BFSI/PSU Govt. Dept./Regulator/statutory body. Bidder must provide a self-declaration for the same.
 - The Bidder must have 3 years' experience in supply of above said item and installation/completion certificate(s) of Central Govt/State/P.S.U/Autonomous Institutions/Pvt Organisations etc. (Duly filled annexure – V should be submitted.
 - Bids will be accepted from manufactures or their authorized Dealers/Distributors only. Documentary evidence to this affect shall be enclosed.

DECLARATION

(To be furnished by the supplier on company's Letter Head)

I/we hereby solemnly declare and affirm that the above documentary evidence/declarations are true and correct to the best of my knowledge and beliefs. No part of it is false and nothing has been concealed therein.

Date & Seal

Name and Signature
of the competent Authority of the
firm

Annexure-II
(Format for Annual Turnover)

ANNUAL TURNOVER

| Sl. No. | Annual turnover w.r.t. above item | | | Remarks if any |
|---------|-----------------------------------|---------|---------|----------------|
| | 2019-20 | 2020-21 | 2021-22 | |
| (1) | (2) | (3) | (4) | (5) |
| | | | | |

Sig. of the Chartered Account with seal

The relevant documents are enclosed as Page Nos. _____

Certified copies of ITRs are enclosed as page Nos. _____

Sig. of the tendered with Seal

Note: (i) Documentary evidence shall be submitted along with the format
(ii) Certified copies of ITRs of the above years shall be enclosed.

Bank details of the Tenderer for Refund of EMD & for making payment in case L-1

| | | | | | | | | | | | | | | | |
|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Name of the Beneficiary (fill in Capital Letter) As per Bank account | | | | | | | | | | | | | | | |
| Bank Account No. (Beneficiary) | | | | | | | | | | | | | | | |
| Name of the Bank: | | | | | | | | | | | | | | | |
| Name of the Branch: | | | | | | | | | | | | | | | |
| IFSC Code of the Branch | | | | | | | | | | | | | | | |
| Swift Code/BIC Code (if needed) | | | | | | | | | | | | | | | |
| PAN No. | | | | | | | | | | | | | | | |
| Mobile No. | | | | | | | | | | | | | | | |
| Email ID: | | | | | | | | | | | | | | | |

Signature

Name: _____

Designation: _____

Date & Seal of the competent authority of the firm

FINANCIAL BID FOR DIGITAL 3D IMAGE CORRELATION SYSTEM

FORMAT FOR FINANCIAL BID / PRICE BID

DIGITAL 3D IMAGE CORRELATION SYSTEM

| Sl. No. | Item | Qty | Basic Price | GST | Total Amount |
|--------------------|--|--------|-------------|-----|--------------|
| 1. | Supply, Installation, Commissioning of Digital 3D Image Correlation System along with necessary accessories (detailed Technical specifications are enclosed) | 01 No. | | | |
| Grand Total | | | | | |

Date & Seal

Signature of the authorized
Signatory of the firm

DO NOT QUOTE HERE

Tender Acceptance Letter
(To be given on Company Letter Head)

To,
The Director,
(for Purchase & Stores Section)
National Institute of Technology,
Warangal – 506 004 (TS).

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No.:

Name of Tender / Work: -

Dear Sir/Madam,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned "Tender / Work" from the website(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / We have read the entire terms and conditions of the tender documents from page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.
5. I / We do hereby declare that our Firm has not been blacklisted / debarred by any Govt. Department/ Public Sector Undertaking.
6. 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 notice or reason thereof or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including forfeiture of the full said EMD absolutely.

Yours Faithfully,

**(Signature of the Bidder, with
Official Seal)**

Past Experience
(On Company Firm's Letterhead)

To
The Director,
(for Purchase & Stores Section)
National Institute of Technology,
Warangal – 506 004 (TS).

Tender Reference No.:

Name of Tender / Work: -

Dear Sir,

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

| Order placed by (Full add. Of Client) | Order No. & Date | Brief Description of similar work done Rate Contract with other companies/govt organization | Value of order | Date of completion of contract | Contact person along with Telephone No. Fax No. and email Address. |
|---------------------------------------|------------------|---|----------------|--------------------------------|--|
| | | | | | |
| | | | | | |

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Format for Bank Guarantee

FORM OF PERFORMANCE SECURITY - BANK GUARANTEE BOND (BG)

From

Bank:

To

The Director

National Institute of Technology, Warangal.

In consideration of the Director, National Institute of Technology (hereinafter called "NITW") having agreed under the terms and conditions of Letter of Intent / Agreement No.....dated..... made betweenand (hereinafter called "the said Contractor{s}"). for the work (hereinafter called "the said Letter of Intent / Agreement") having agreed to production of an irrevocable bank Guarantee for Rs..... (Rupees only), as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we(Indicate the name of the Bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the NITW an amount not exceeding Rs. (Rs..... only) on demand by the NITW

2. We (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the NITW stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).

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

4. We..... (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the NITW under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the NITW certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We (indicate the name of Bank) further agree with the NITW that the NITW shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the NITW against the said Contractor(s) and to forbear or

enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the NITW or any indulgence by the NITW to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the NITW in writing. 8. This guarantee shall be valid up to, unless extended on demand. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Signed and sealed

Dated the day of for (indicate the name of Bank)

* * *

(Note: The Letter of Intent shall form part of the Agreement)

INTEGRITY PACT

To
The Director,
(for Purchase & Stores Section)
National Institute of Technology,
Warangal – 506 004 (TS).

Tender Reference No.:

Name of Tender / Work: -

Dear Sir,

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

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

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the National Institute of Technology, Warangal.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

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

To
The Director,
(for Purchase & Stores Section)
National Institute of Technology,
Warangal – 506 004 (TS).

Tender Reference No.:

Name of Tender / Work: -

Dear Sir,

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

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

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

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

(To be signed by the bidder and same signatory competent / authorized to sign on the relevant contract on behalf of National Institute of Technology, Warangal)

INTEGRITY AGREEMENT

This integrity Agreement is made at On this day of
20.....

BETWEEN

The National Institute of Technology, Warangal represented through Director, National Institute of Technology, Warangal

..... (hereinafter referred as the 'Principal/Owner', (Address of Division) 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successor and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)
through.....

..... Hereinafter referred (Details of duly authorized signatory) to as the "Bidder/Contactor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for

.....at NITW, Warangal." (Name of work) hereinafter referred to as the "Contract". AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

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

Article 1: Commitment the Principal / Owner

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

The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential /

additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

- a) Principal/owner shall Endeavour to exclude Form the Tender process any person, whose Conduct the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (POC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in add it ion can also initiate disciplinary actions as per its internal laid down policies and procedures.
- 3) If Hoc Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (1 PC)/Prevention of Corruption Act, 1988 (POC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

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

fraudulent practices means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

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

Article 4: Previous Transgression

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

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

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment

in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.

- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

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

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

Article 7: Other Provisions

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

Article 8: Legal and Prior Right

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

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

.....

(For and on behalf of Principal / Owner)

.....

(For and on behalf of Bidder / Contractor)

WITNESSES:

1).....

(Signature, name and address)

2).....

(Signature, name and address)

Place:

Dated:

**SELF-CERTIFICATION REGARDING LOCAL CONTENT (LC) FOR GOODS, SERVICES OR WORKS ISSUED BY OEM UNDER PREFERENCE TO MAKE IN INDIA ORDER
CERTIFICATE FOR CLASS-I or CLASS- II LOCAL SUPPLIER**

Tender No.: _____; Date: _____

Date: [insert date (as day, month and year) of Bid Submission]

We hereby declare that the items under our Quotation No. _____
in the brand name of _____
& (equipment details) _____
are manufactured at (complete address) _____

Hence, it contains the local content of:

- a) More than 50%
- b) More than 20% and Less than 50%

as defined under the Make in India policy of the Department for Promotion of Industry & Internal Trade, DPIIT, Govt. of India.

The value addition for the local content is done at (Name of the place & address)

The Country of Origin of the item(s) is/are _____.

Further, it is declared that finished Equipment is not imported and local Content not calculated on the basis of Transportation, Insurance, Installation, Commissioning, and Training & after sales services. But Equipment is Manufactured/Assembled in India at _____ out _____ Factory address _____.

The false declaration will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules of 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.

We also declare that the goods are not manufactured in a country that shares its land border with India nor the beneficial owner belong to those country.

We shall be held responsible if the certificate is found to be incorrect.

Seal and Signature of OEM & Bidder

CALCULATION OF LOCAL CONTENT(LC) – GOODS

| Name of Manufacturer: | Calculation by manufacturer Cost per one unit of product | | | |
|--------------------------------|--|--------------------------------------|-------------------------------|---------------------------------|
| Cost Component | Cost (Domestic component) A | Cost (Imported component) B | Cost Total INR/FC C=A+B | %Domestic Component D=A/C |
| I. Direct material cost | | | | |
| II. Direct labour cost | | | | |
| III. Factory overheads | | | | |
| IV. Total production cost | | | | |

Note:

1. % LC Goods = $\frac{\text{Total cost (IV.C)} - \text{Total Imported component cost (IV.B)}}{\text{Total Cost (IV.C)}} \times 100$

2. % LC Goods = $\frac{\text{Total domestic component cost (IV.A)}}{\text{Total Cost (IV.C)}} \times 100$

3. The certificate may be prepared under letterhead of the vender and submitted duly signed by the authorized signatory.

As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content. (Applicable for Foreign Purchase / Global Tenders)

Date:

Place:

Name, Sign & Seal of the Bidder