 Government eProcurement System	eProcurement System Government of India	
	Tender Details	
Date : 30-May-2025 03:49 PM		

 Print
Basic Details

Organisation Chain	Indian Institute of Management Sirmaur		
Tender Reference Number	IIMS/PUR/AV SYSTEM/02/2025-26		
Tender ID	2025_IIMS_862465_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Supply
Tender Category	Goods	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Payment Instruments

Offline	S.No	Instrument Type
	1	Demand Draft
	2	R-T-G-S
	3	NEFT

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Short Term Notice Inviting Tender for SITC of Audio Visual equipment at IIM Sirmaur
2	Finance	.xls	Financial Bid BoQ

Tender Fee Details, [Total Fee in ₹ * - 0.00]

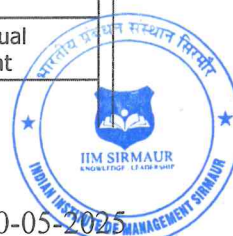
Tender Fee in ₹	0.00		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No		

EMD Fee Details

EMD Amount in ₹	78,300	EMD Exemption Allowed	Yes
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	The Director, IIM Sirmaur	EMD Payable At	Paonta Sahib, District Sirmaur, H.P.

[Click to view modification history](#)
Work /Item(s)

Title	Short Term Notice Inviting Tender for SITC of Audio Visual equipment at IIM Sirmaur				
Work Description	Short Term Notice Inviting Tender for SITC of Audio Visual equipment at IIM Sirmaur				
Pre Qualification Details	Please refer Tender documents.				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	No				
Tender Value in ₹	39,15,000	Product Category	Electronics Equipment	Sub category	Audio Visual Equipment
Contract Type	Tender	Bid Validity(Days)	180		15



				Period Of Work (Days)	
Location	IIM Sirmaur	Pincode	173025	Pre Bid Meeting Place	Online meeting at Conference Hall, IIM Sirmaur
Pre Bid Meeting Address	Online meeting at Conference Hall, IIM Sirmaur	Pre Bid Meeting Date	06-Jun-2025 11:00 AM	Bid Opening Place	Online meeting at Conference Hall, IIM Sirmaur
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	30-May-2025 06:00 PM	Bid Opening Date	13-Jun-2025 06:00 PM
Document Download / Sale Start Date	30-May-2025 06:00 PM	Document Download / Sale End Date	12-Jun-2025 05:00 PM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	30-May-2025 06:00 PM	Bid Submission End Date	12-Jun-2025 05:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	Short Term Notice Inviting Tender for SITC of Audio Visual equipment at IIM Sirmaur	318.86	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	AVEQUIPNIT.pdf	Short Term Notice Inviting Tender for SITC of Audio Visual equipment at IIM Sirmaur	301.19
	2	BOQ	BOQ_906803.xls	Financial Bid BoQ	308.50

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	ao_purchase.store@iimsirmaur.ac.in	HARPREET SINGH	HARPREET SINGH
2.	aa_purchase@iimsirmaur.ac.in	Sharad Prakash Bhosale	Sharad Prakash Bhosale
3.	akdas@iimsirmaur.ac.in	Amiya Das	AMIYA KUMAR DAS

GeMARPTS Details

GeMARPTS ID	BF4IAQ2UVEWX
Description	Audio Visual Equipment
Report Initiated On	30-May-2025
Valid Until	29-Jun-2025

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Stage to disclose Bid Details in Public Domain	Technical Bid Opening
BoQ Comparative Chart model	Normal	BoQ Comparative chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No

TIA Undertaking

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	PPP-MII Order 2017	Agree	



2 MSEs Order 2012 Agree

Tender Inviting Authority

Name	Senior Consultant (Administration)
Address	IIM Sirmaur Dhaula Kuan Sirmaur HP 173031

Tender Creator Details

Created By	HARPREET SINGH
Designation	Admin Officer
Created Date	30-May-2025 03:05 PM





IIM SIRMAUR
KNOWLEDGE . LEADERSHIP

INDIAN INSTITUTE OF MANAGEMENT SIRMAUR

(An Autonomous body under the aegis of Ministry of Education, Govt. of India)

NIT No. IIMS/PUR/AV SYSTEM/02/2025-26 Dated 30.05.2025.

Short Term Notice Inviting Tender for Supply, Installation, Testing and Commissioning (SITC) of Audio Visual (AV) equipment at the city campus of IIM Sirmaur, Paonta Sahib

Online tendering through CPPP (<https://eprocure.gov.in/eprocure/app>)

Purchase Office
Indian Institute of Management Sirmaur
Dhaura Kuan, Paonta Sahib, Distt. Sirmaur,
Himachal Pradesh-173031

Email: purchaseoffice@iimsirmaur.ac.in Website: www.iimsirmaur.ac.in



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SHORT TERM NOTICE INVITING TENDER

SECTION – I

Indian Institute of Management Sirmaur (IIMS) is an institute of national importance under the Ministry of Education, Government of India to provide management education of high quality and to promote allied areas of knowledge and inter-disciplinary studies.

Indian Institute of Management Sirmaur (IIM Sirmaur) invites online bids (e-tender) in two bid systems from reputed, experienced and financially sound firms/parties for an open tender for IIM Sirmaur to equip its classrooms, CC Lab and Auditorium located at its city campus in Paonta Sahib with the basic Audio Visual (AV) facilities for delivering the classroom sessions to support presentations, audio and video facilities etc.

This document provides an overview of the requirements, along with the tender submission and selection criteria.

Duly filled-in documents must be submitted online as prescribed in this tender only. The schedule of this tender is detailed below:

Sr. No.	Description of Tender	Short Term Notice Inviting Tender for Supply, Installation, Testing and Commissioning (SITC) of Audio Visual (AV) equipment at the city campus of IIM Sirmaur, Paonta Sahib	
1	Estimated Value of Goods	Rupees (Rs. 39,15,000/-)	
2	EMD Value @ 2% of the estimated value (Rs.)	Rupees (Rs. 78,300/-) Name of the Account: Indian Institute of Management Sirmaur Account Number: 140701000266 IFSC Code: ICIC0001407 Bank Address: Near Y Point, Main Market, Paonta Sahib, Sirmaur, H.P. 173031	
3	Tender Publish Date & Time	30/05/2025	06:00 PM
4	Tender Download Date & Time	30/05/2025	06:00 PM
5	Bid Submission Start Date & Time	30/05/2025	06:00 PM
6	Bid Submission Close Date & Time	12/06/2025	05:00 PM
7	Opening of e-Technical bid	13/06/2025	
8	Opening of e-Financial bid	Will be intimated later.	
9	Performance Security	5% of the Contract Value	
10	Period of Service	15 days from the Award of Contract or the	

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		date informed in the AOC.
11	Award of Contract	Will be intimated later
12	Stipulated Completion	15 days from the Award of Contract or the date informed in the AOC.
13	Contact Person	Senior Consultant (Administration), Indian Institute of Management Sirmaur, Dhaula Kuan, Paonta Sahib, Sirmaur, H.P. 173031. Email Id:- sc@iimsirmaur.ac.in , purchaseoffice@iimsirmaur.ac.in Contact No. 01704-277321/312
14	Pre Bid Meeting	Pre-bid meeting will be held online on 06/06/2025 at 11:00 AM. (Bidders who are interested to participate online pre bid meeting, the Zoom link shall be shared). The prospective bidder may submit their request for pre-bid meeting through email to purchaseoffice@iimsirmaur.ac.in with subject line: "Pre-Bid Meeting for AV system tender, IIM Sirmaur" by 05/06/2025 up to 05:00 PM with all the relevant queries in the email. Any query received after this date & time will not be entertained further. All concerned are requested to keep regularly visit the website www.iimsirmaur.ac.in .

Note: Bidders are requested to sign and stamp on each page. The duly filled in signed & stamped bid should be submitted by the bidders in an appropriate mode as prescribed in this tender document.

The tender document may be downloaded from the Institute's website www.iimsirmaur.ac.in. & <https://eprocure.gov.in/eprocure/app>. The bidders shall submit this tender document in Technical Bid cover duly signed & stamped as per the above schedule on CPP Portal. All the bidders should submit a Demand Draft of Rs. **78,300/- (Seventy Eight Thousand Three Hundred Only)** in favour of "Indian Institute of Management Sirmaur" payable at Paonta Sahib, Distt. Sirmaur, as the Earnest Money Deposit (EMD). The EMD of unsuccessful bidders shall be refunded within 30 days after finalization of the contract. The bidders/firms registered under MSMEs and NSICs under the relevant category only are exempted from submission of EMD.

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SECTION II

1. INSTRUCTION FOR PREPARATION & SUBMISSION OF ONLINE BIDS:

- 1.1 This tender document will be published & available on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). 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. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.
- 1.2 Technical bid should be submitted in PDF format & Financial bid should be submitted in format mentioned in the Financial part.
- 1.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and in general the documents are to be uploaded in the PDF formats. Bid documents may be scanned with 100 dpi with colour/black and white option.
- 1.4 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 1.5 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 1.6 Kindly upload scanned PDFs of all relevant documents in a single PDF file as per Technical Bid Cover requirement.
- 1.7 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.
- 1.8 Bidder should log into the portal well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for non-submission of bids in time or any delay due to other issues.
- 1.9 The technical and financial bids should be submitted online through CPP portal <http://eprocure.gov.in/eprocure/app> in original. The financial bid should include all the cost and other taxes (As per Central govt. norms) mentioned in the Financial Bid. If there is any separate cost, then that will be not acceptable.

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2. REGISTRATION:

- 2.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll" on CPP Portal is free of charge.
- 2.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 2.3 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.
- 2.4 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. Sift / TCS/ nCode/ eMudhra etc.), with their profile.
- 2.5 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 DSC's to others which may lead to misuse.
- 2.6 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.

3. SEARCHING FOR TENDER DOCUMENT:

- 3.1 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.
- 3.2 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.
- 3.3 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.

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SECTION – III

GENERAL TERMS AND CONDITIONS:

- 1.1 Please read all terms and conditions carefully before submitting the bids. Incomplete bids and documents will be rejected.
- 1.2 Before submitting the tender bids, ensure that all self-attested documents are attached/uploaded in the technical bid.
- 1.3 All pages of the tender document must be signed by the authorized signatory and sealed with the stamp of the bidding firm as a token of having accepted all the terms and conditions of this tender.
- 1.4 Tender shall be submitted in official tender form i.e. through Central Public Procurement Portal only. Tender Bids submitted in any other form Postal/Courier/Emails, shall summarily be rejected.
- 1.5 The bidders are requested to enclose all the requisite documents along with the Technical Bid as per Checklist at Annexure-I.
- 1.6 The name and address of the bidder shall clearly be written in the space provided and no overwriting; correction, insertion shall be permitted in any part of the tender unless duly countersigned by the bidder. The tender should be filled in and submitted in strict compliance with the instructions laid down therein; otherwise, the tender is liable to be rejected.
- 1.7 The person signing the bid or other documents connected with the tender must clearly write his/her name and also specify the capacity in which signing.
- 1.8 The Institute reserves the right to reject any or all the bids without assigning any reason.
- 1.9 Before submitting the filled-in tender bids on the Procurement Portal, the bidders may seek clarifications, if any, from Purchase office on Email Id: purchaseoffice@iimsirmaur.ac.in or in person by visiting the Institute during working hours by taking prior appointment of the authorities.
- 1.10 The Institute reserves the right to change any condition of the tender before opening of the bids.
 - 1.11 Amendments (if any) will be communicated to participating firms by way of Corrigendum.
 - 1.12 The Demand Draft/NEFT details copy for the prescribed Earnest Money Deposit (EMD) must accompany the tender document submitted by the bidder as mentioned in this document. Offers received without the requisite EMD shall summarily be rejected.
 - 1.13 The prescribed Earnest Money Deposit (EMD) @ 2% of the Estimated value, as mentioned in the document, shall be deposited to the institute with the bid documents and either through Demand Draft (DD) drawn in favor of "Indian Institute of Management Sirmaur", payable at Paonta Sahib, Distt. Sirmaur, H.P. 173031, or through NEFT in the Institute's

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Account (Details are provided below).

Beneficiary Name: Indian Institute of Management Sirmaur
Bank Name: ICICI Bank Ltd.
Account Number: 140701000266
IFSC Code: ICIC0001407
Bank Address: Near Y Point Main Market, Paonta Sahib, Distt. Sirmaur, H.P. 173031

2 This Tender Enquiry consists of the following:

- 2.1 Technical and Financial bids for Short Term Short Term Notice Inviting Tender for Supply, Installation, Testing and Commissioning (SITC) of Audio Visual (AV) equipment at the City campus of IIM Sirmaur, Paonta Sahib”
- 2.2 The bidder should submit the bids for Short Term Notice Inviting Tender for Supply, Installation, Testing and Commissioning (SITC) of Audio Visual (AV) equipment at the City campus of IIM Sirmaur, Paonta Sahib as per the prescribed format only.

3 Method of Selection:

The selection of a successful bid on the Central Public Procurement Portal (CPPP) will be based on a "Least Cost Method" (LCM) in accordance with the General Financial Rules (GFR) 2017 and procurement manuals updated from time to time.

4 Award of Contract:

The award of contract will be based on the lowest quoted total cost as per the financial bid sent in Financial Bid BoQ (L-1 bid) as per the .xlsx format on the CPP portal only. Bids sent through any other medium shall be summarily rejected.

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SECTION – IV SCOPE OF WORK

Audio Visual (AV) facilities

Supply, Installation, Testing and Commissioning (SITC) of AV equipment as per the details given below:

Sr.	Description	Quantity
1	Short Throw Laser Projector	5
2	Ceiling mount kit for the Projectors	5
3	Public Address digital mixing amplifier	8
4	Wireless Lavalier Microphone	8
5	Charger for Lavalier Microphone	8
6	Wireless handheld microphone set	8
7	All required accessories such as cables, connectors, PVC conduit, Racks etc.	As per site requirements

Warranty:

All the equipment quoted should carry a comprehensive on-site OEM warranty for a period of 5 years.

Site Conditions:

It shall be the responsibility of the bidder to fully inform/acquaint/familiarize itself with the site conditions, which may have any effect on the execution of the work under this tender. All tenderer(s) intending to bid shall visit and make themselves thoroughly acquainted with the local site conditions.

Detailed Technical specifications for the Audio Visual Equipment:

Note: The above projected quantities are approximate and may vary as per the Institute's requirements.

4.1.1 Short Throw Laser Projector:

Parameter	Required Specifications
Projector Type	Short Throw Laser Projector
Brightness (ANSI lumens)	4500 or higher
Resolution &	WUXGA (1920x1200)
Native Aspect Ratio	16:10
Contrast Ratio (FOFO)	3,000,000:1
Display Color	30-bit (1.07 billion colors)
Light Source	Laser
Light Source Life	20000 hrs
Throw Ratio	0.81 ~ 0.89
Zoom Ratio	1.1x
Lens	F/# = 1.83 ~ 1.86 f = 8.6 ~ 9.4 mm
Projection Offset (Full-	0%

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Height)	
Keystone Adjustment	2D Vertical \pm 30 degrees; Horizontal \pm 30 degrees
Lens Shift Vertical	Vertical: -60%~ +60% Horizontal : -23%~ +23%
Picture Coverage	Rec. 709 Coverage - 92%
Picture Modes	3D -, Bright, Golf, Presentation, sRGB, User 1, User 2
Input Lag	33.4 ms (1080p@60Hz)
Resolution Support	VGA (640 x 480) to 4K UHD (3840 x 2160)
Horizontal Frequency	15K~102KHz
Vertical Scan Rate	23~120Hz
PC in	1xD-sub 15pin
Monitor out	1xD-sub 15pin
HDMI in	2xHDMI In
HDMI-1	(2.0a/HDCP2.2)
HDMI-2	(2.0a/HDCP2.2)
LAN (RJ45)	1xRJ45
3D Sync in	1
3D Sync out	1
USB Type A	1
USB Type A-1	(2.0/Power Supply1.5A)
RS232 in (DB-9pin)	1
Wireless Remote	1
DC 12V Trigger (3.5mm Jack)	1

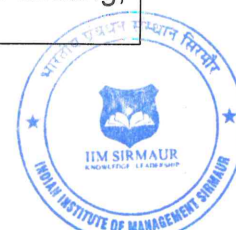
4.1.2 Ceiling mount kit:

Specification
Ceiling mount kit should be compatible with the proposed projectors

4.1.3 Digital Mixing Amplifier:

Parameter	Required Specifications
Public Address digital mixing amplifier	1 X 240 W @ 100V/4 Ohms
Frequency response	20 Hz - 22 kHz
Signal/Noise	> 90 dB, THD+N (@ 1 kHz): < 0.5%
Crosstalk	(@ 1 kHz): > 70 dB
Mic/Line Inputs	4 Balanced Mic/Line Inputs with XLR connectivity with 6.3mm Jack Connectivity
Stereo Line level input	1 Unbalanced with RCA Connectivity, Should have capability of having Remote Mic/Tele-paging/Priority Mute contact
Technology	Class-D
Protection	DC short circuit Over load overheating; signal limiting; convection cooled, CE Certification or more.

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4.1.4 Wireless Lavalier microphone:

Parameter	Required Specifications
Display	LED/OLED display
Ethernet connectivity	IPv4/IPv6
Encryption	256-bit AES
Frequency range	1,880 to 1,900 MHz
Frequency response	50(or less) to 20,000 (or more) Hz
Signal-to-noise ratio	> 90 dB(A)
RF output power	80 mW or more
Dynamic range	> 99 dB(A)
Sampling rates	24 bit/48 kHz
Connection	Audio Out: XLR 3M Audio Out: 2 x RCA or Dante or Eurojack
Network	RJ 45 on receiver along with Wireless Body pack transmitter with condenser type omnidirectional clip-on microphone
Sensitivity	20 mV/Pa
Maximum sound pressure level	130 dB
RF output power	up to 80 mW or more
operating time	15 hours or more. It should be remotely controlled with centralized software

4.1.5 Wireless Lavalier Microphone Charger:

Parameter	Required Specifications
Charger Type	2 bay network charger
Charging Status	Remote Charging status Monitoring to OEM own software or third party controller
Display Type	LED/OLED. Each bay should have 2/4 LEDs/OLEDs to indicate the corresponding battery status of the microphone
Charging Time	Two hours or less for full charging
Network Socket	RJ-45 network socket
Network Addressing	Shall support IPv4 and OR IPv6 network addressing

4.1.6 Wireless handheld microphone:

Parameter	Required Specifications
Mic Type	Wireless handheld microphone set with rack receiver having an automatic frequency and interference management
Display	LED/OLED display
Ethernet connectivity	IPv4/IPv6

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Encryption	256-bit AES
Frequency range	1,880 to 1,900 MHz
Frequency response	50 (or less) to 20,000 (or more) Hz
Signal-to-noise ratio	> 99 dB(A)
RF output power	up to 80 mW or more
Dynamic range	> 120 dB(A)
Sampling rates	24 bit/48 kHz
Connection	Audio Out: XLR 3M Audio Out: 2 x RCA or Dante or Eurojack
Network	RJ 45 in receiver along with condenser type handheld transmitter with a super-cardioid pick-up pattern
Sensitivity	1.6 mV/Pa
Maximum sound pressure level	152 dB
RF output power	up to 80 mW or more
Operating time	15-hour operation time. It should be remotely controlled with centralized software

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SECTION – V

ESSENTIAL CONDITIONS AND TECHNICAL EVALUATION

The bidders should meet the following essential requirements:

1. Each Page of Tender Document & all requisite documents are to be signed & stamped.

2. EMD of Rs. 78,300/- (Rupees Seventy Eight Thousand Three Hundred only)

OR

Certificate of MSME/NSIC for exemption from submission of EMD.

3. Valid certificate of Incorporation.

4. Minimum average annual turnover for the last three financial years i.e. 2021-22, 2022-23 & 2023-24 should 30.00 Lakh. A proper certificate of the same, duly signed and stamped by the Chartered Accountant on their letter head should be submitted.

5. Valid GST Registration Certificate

6. Valid PAN Certificate

7. The Bidder should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 80% of estimated bid or
- (ii) Two orders of at least 50% each of estimated value or
- (iii) Three orders of at least 40% each estimated bid value.

8. The bidder should either be a manufacturer or its authorized dealer. In case of the bidder is an authorized dealer they should enclose an authorization certificate from the manufacturer to participate in the tender. In case of OEM, self-declarations on their letterhead to be submitted.

9. Details of the firm, Name of the firm & address, Contact person name and telephone/ Mobile No/email id on the letter head of the company/firm.

10. The OEM/Bidder should have a registered office in India at least for last five years, Proof of Establishment to be uploaded with Bid.

11. Data sheets along with the relevant certifications of all hardware components have to be uploaded at the time of bidding.

12. In case the product offered is Make in India, documentary evidence of the

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factory with registration certificate to be submitted. Third party / outsourced manufacturing facility is not acceptable. The Purchase preference will be applicable as per Public Procurement (Preference to Make in India) MII order 2017 and as amended from time to time.

13. Centralised Toll-Free number and customer support to be available for prompt service matters. The vendor representative should visit site in case of any breakdown issues. The onsite maintenance support must be rendered by the successful bidder at the installation site only.

14. Successful bidder should furnish on-site OEM warranty of all equipment / appliances and all components supplied at IIM Sirmaur premises. The warranty period may be considered from the date of installation/commissioning for any manufacturing defects during that period.

15. Bid Specific Authorization Certificates, duly signed and sealed to be provided on OEM Letter Head and uploaded.

16. Technical Compliance certificate on OEM Letter head is required to be uploaded

17. Declaration by OEM for Genuine Hardware and Software on OEM letter Head is required to be uploaded.

18. Make and Model must be clearly mentioned in the technical bid / compliance sheet. If they are not found in the technical bid, the bid shall not be accepted.

19. Supply, Delivery and installation is required to be completed within 30 days from the date of issue of order.

20. The Bidder should submit the Declaration/Undertaking as per the attached Annexures - I and III to VII.

NOTE: Bidders who meet all the above mentioned conditions in Technical Bid shall be considered as technically qualified for further consideration and opening of their financial bid.

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SECTION – VI

Essential Details of Items/Services Required

1. **Schedule of Requirements** – List of items; schedule of quantity as mentioned in this tender document.
2. **Payment Terms:** Payment will be released to the vendor only post submission of an original tax invoice and on receipt of an inspection report by the designated committee as to whether the AV system items have been /installed/commissioned as per the specifications, quality, timeline etc.
3. **Delivery/Supply, Installation, Testing and Commissioning (SITC) of Audio Visual (AV) equipment**– At Supplier/ Service provider's expense. No advance payment will be made for any item/service.
4. **Consignee details** – Senior Consultant, Indian Institute of Management Sirmaur, Rampur Ghat Road, District Sirmaur, Himachal Pradesh - 173025, India.
5. **Liquidated Damages:** In the event of the Seller's/goods provider's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract/supply. The Institute may also deduct from the contractor as agreed, **liquidated damages to the sum of 2% of the contract/invoice value** for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 5% of the contract/invoice value.
6. **Warranty:** All the equipment quoted should carry a comprehensive on-site OEM warranty for a period of 5 years.
NOTE: It is likely that the equipment may be shifted to the permanent campus at Dhaula Kuan from the initial place of installation during the warranty period of 5 years. In this case, the equipment should continue to be covered under the same warranty.



SECTION – VII

Standard Conditions of the Tender

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective delivery, commissioning and installation period:** As mentioned in the scope of work for both tenders.
3. The award of purchase/work order shall remain valid until the complete obligations by both the parties under the purchase order/agreement/contract. The deliveries, supplies, installation and performance of the items/services shall commence from the effective date of the purchase/work order issue date.
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 work or performance, which cannot be settled amicably, may be resolved through arbitration subject to HP Jurisdiction.
5. **Penalty for use of Undue influence:** The contractor/service provider 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 contractor or otherwise in procuring the order/contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present order/contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the contractor provider or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller/Seller/Service provider) or the commission of any offers by the seller/Seller /Service provider or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the seller/Seller/Service provider and recover from the seller/Seller/Service provider the amount of any loss arising from such cancellation. A decision of the Buyer's/Competent Financial Authority (CFA) or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the seller/Seller/Service provider. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller/Service provider towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favor in relation to this or any other contract, shall render the seller/Seller/Service provider to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

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6. **Termination of Contract:** The institute shall have the right to terminate this Contract in part or in full in any of the following cases: -

- a) The Agency shall be fully responsible for faithful compliance of the provisions of the Purchase Order/Work Order/Agreement. Any breach or failure to perform the same may result in termination of the Purchase Order/Work Order/Agreement and forfeiture of the security deposit as well as other legal recourse.
- b) The Company providing items/services is declared bankrupt or becomes insolvent.
- c) Any misconduct/misbehavior on the part of Employees etc. deployed by the seller/agency will not be tolerated and the same must be replaced with suitable and equivalent immediately, failing to comply with the same will lead to termination of the order/contract.
- d) The Director, IIM Sirmaur reserves the right to reject any or all tenders in whole or in part without assigning any reason thereof and decision of the Director, IIM Sirmaur shall be final and binding on the sellers/agencies in respect of any clause covered under the contract

7. **Amendments:** No provision of present proposal/contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of order/contract and signed on behalf of both the parties and which expressly states to amend the-present Contract.

8. Taxes and Duties

- a) If the Bidder is charging GST or other taxes/duties, etc., the same must be specifically stated in the financial bid. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained later.
- b) 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 him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes livable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.
- c) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller/Service provider. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller/Service provider.

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9. Force Majeure clause

Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

In such circumstances, the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances. If the impossibility of complete or partial performance of an obligation lasts for more than One (01) month, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 (Fifteen) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

10. Transportation/delivery of items/services: At contractor's expense on site i.e. the city campus of Indian Institute of Management Sirmour, Rampur Ghat, Paonta Sahib, District Sirmour, Himachal Pradesh.

11. Packing, Marking, Insurance and forwarding: At supplier expense (All inclusive).

12. Quality: The quality of the item/services must be delivered according to the present order/BoQ corresponding to the technical specifications/conditions and standards in the price bid, subject to the quality approval of IIM Sirmour. Modifications, if any, will be mutually agreed to. The Seller should confirm that the item/services to be supplied under this Contract should be genuine.

13. Quantity: The quantity proposed here in the NIT is tentative, which may increase or decreased by 25%.

14. Inspection Authority: The Inspection will be carried out by the IT department of IIM Sirmour. The mode of Inspection will be Departmental Inspection.

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ANNEXURE-I**CHECKLIST TOWARDS TECHNICAL ELIGIBILITY CRITERIA****TECHNICAL BID ELIGIBILITY CONDITIONS AND EVALUATION****(for Supply, Installation, Testing and Commissioning (SITC) of Audio Visual (AV) equipment at the City campus of IIM Sirmaur, Paonta Sahib)**

The Bid entitled, as "Technical Bid for Short Term Notice Inviting Tender for Supply, Installation, Testing and Commissioning (SITC) of Audio Visual (AV) equipment at the City campus of IIM Sirmaur, Paonta Sahib" should contain the Self-attested scanned copies of the following with Sr. No.: -

Name of the Bidder:

Address:

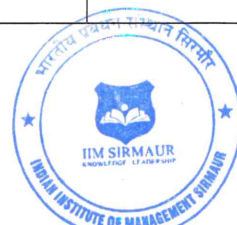
Contact No:

Email Id:

(Self-attested copies of all supporting document must be uploaded with the tender document to be filled by the Bidder)

Sl. No	Particular	Enclosed/ Uploaded (Yes/No)	Mention page no. (Mandatory)	Remark
1.	Each Page of Tender Document & all requisite documents are to be signed & stamped.			
2.	EMD of Rs. 78,300/- (Rupees Seventy Eight Thousand Three Hundred only) OR Certificate of MSME/NSIC for exemption from submission of EMD.			
3.	Valid certificate of Incorporation.			
4.	Minimum average annual turnover for the last three financial years i.e. 2021-22, 2022-23 & 2023-24 should 30.00 Lakh . A proper certificate of the same, duly signed and stamped by the Chartered Accountant on their letter head should be submitted.			
5.	Valid GST Registration Certificate			
6.	Valid PAN Certificate			
7.	The Bidder should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid,			

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	as per following criteria: (i) Single order of at least 80% of estimated bid or (ii) Two orders of at least 50% each of estimated value or (iii) Three orders of at least 40% each estimated bid value.			
8.	The bidder should either be a manufacturer or its authorized dealer. In case of the bidder is an authorized dealer they should enclose an authorization certificate from the manufacturer to participate in the tender. In case of OEM, self-declarations on their letterhead to be submitted.			
9.	Details of the firm, Name of the firm & address, Contact person name and telephone/ Mobile No/email id on the letter head of the company/firm.			
10.	The OEM/Bidder should have a registered office in India at least for last five years, Proof of Establishment to be uploaded with Bid.			
11.	Data sheets along with the relevant certifications of all hardware components have to be uploaded at the time of bidding.			
12.	In case the product offered is Make in India, documentary evidence of the factory with registration certificate to be submitted. Third party / outsourced manufacturing facility is not acceptable. The Purchase preference will be applicable as per Public Procurement (Preference to Make in India) MII order 2017 and as amended from time to time.			
13.	Centralised Toll-Free number and customer support to be available for prompt service matters. The vendor representative should visit site in case of any breakdown issues. The onsite maintenance support must be rendered by the successful bidder at the installation site only.			
14.	Successful bidder should furnish on-site OEM warranty of all equipment / appliances and all components supplied at IIM Sirmaur premises. The warranty period may be considered from the date of installation/commissioning for any manufacturing defects during that period.			

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15.	Bid Specific Authorization Certificates, duly signed and sealed to be provided on OEM Letter Head and uploaded.			
16.	Technical Compliance certificate on OEM Letter head is required to be uploaded			
17.	Declaration by OEM for Genuine Hardware and Software on OEM letter Head is required to be uploaded.			
18.	Make and Model must be clearly mentioned in the technical bid / compliance sheet. If they are not found in the technical bid, the bid shall not be accepted.			
19.	Supply, Delivery and installation is required to be completed within 30 days from the date of issue of order.			
20.	The Bidder should submit the Declaration/Undertaking as per the attached Annexures - I and III to VII.			

Note: It is mandatory to fill up all the points of the above checklist.

I/We undertake that documents are genuine/authentic and nothing has been cancelled and that I/We are not debarred by any govt. organization and competent are to contract. I/We understand that the contract is liable to be cancelled, if found to be having obtained through fraudulent means/concealment of information.

(Authorized Signatory with Seal)

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ANNEXURE-II

FINANCIAL BID
(Providing AV system at city campus)

(To be submitted online on the CPP portal in .xlsx format only)

Price Bid Format: The Price Bid Format given below is for reference only.

Sr. No.	Description	Quantity	Price (in Rs.) (Inclusive of GST and all other levies)
1	Short Throw Laser Projector: As per the technical specifications indicated in SECTION IV above	5	
2	Ceiling mount kit : Compatible with the projectors proposed	5	
3	Public Address digital mixing amplifier: As per the technical specifications indicated in SECTION IV above	8	
4	Wireless Lavalier microphone set: As per the technical specifications indicated in SECTION IV above	8	
5	Wireless Lavalier microphone Charger As per the technical specifications indicated in SECTION IV above	8	
6	Wireless handheld microphone As per the technical specifications indicated in SECTION IV above	8	
7	All required accessories such as cables, connectors, PVC conduit, Racks etc. (Lumpsum)	As per Site Condition	
Grand Total (in Rs.) (Inclusive of GST and all)			To be quoted by the bidder in the .xlsx file

Bidders should quote for all the items/requirements as per the financial BoQ format only.

Note: Rates quoted must be in Indian rupees only.

The bidders should quote price for all the above items as per the BOQ/Financial Bid format only given in CPP portal, otherwise the bid will be summarily rejected.

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Annexure-III

To

Senior Consultant (Administration),
Indian Institute of Management Sirmaur
Dhaura Kuan, District Sirmaur,
Sirmaur. Himachal Pradesh 173031.

Sub: - EMD Details.

Ref: - Tender No. NIT No. IIMS/PUR/AV SYSTEM/02/2025-26 Dated 30.05.2025

Short Term Notice Inviting Tender for Supply, Installation, Testing and Commissioning (SITC) of Audio Visual (AV) equipment at the city campus of IIM Sirmaur, Paonta Sahib

Dear Sir,

The following demand draft/banker's cheque/ bank guarantee in favour of IIM Sirmaur are enclosed herewith towards EMD

Detail of DD	Amount (Rs.)	DD/BC No.	DD/BC Date	Bank Name
EMD				

Thanking you yours faithfully,

(Authorized Signatory with Seal)

Seal and Sign of Proprietor / Auth. Signatory/Bidder



Annexure-IV

To

Senior Consultant Administration
Indian Institute of Management Sirmaur
Dhaura Kuan, Distt. Sirmaur,
Pin Code- 173031 (Himachal Pradesh)

Sub: - Self Declaration Certificate

Ref: - Tender No. NIT No. IIMS/PUR/AV SYSTEM/02/2025-26 Dated 30.05.2025.

Short Term Notice Inviting Tender for Supply, Installation, Testing and Commissioning (SITC) of Audio Visual (AV) equipment at the city campus of IIM Sirmaur, Paonta Sahib

Dear Sir,

With reference to the above, I/We are offering our competitive bids for Short Term Notice Inviting Tender for Supply, Installation, Testing and Commissioning (SITC) of Audio Visual (AV) equipment at the city campus of IIM Sirmaur, Paonta Sahib, Himachal Pradesh. I / We hereby reconfirm and declare that I / We have carefully read, understood and complying the above referred tender document including instructions, terms and conditions, specifications, schedule of quantities and all the contents stated therein.

Date:

Authorized Signatory

Place:

Name:

Designation:

Contact No.:

Email ID:

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Annexure-V**BID FORWARDING LETTER**

(On the Letterhead of the Bidder)

Date:

To

The Senior Consultant (Admin)
Indian Institute of Management Sirmaur
Dhaura Kuan, Distt. Sirmaur,
Pin Code- 173031 (Himachal Pradesh).

Ref: - Tender No. NIT No. IIMS/PUR/AV SYSTEM/02/2025-26 Dated 30.05.2025

Short Term Notice Inviting Tender for Supply, Installation, Testing and Commissioning (SITC) of Audio Visual (AV) equipment at the city campus of IIM Sirmaur, Paonta Sahib

Sir,

I/ We hereby confirm and declare that I/We have carefully studied the tender documents therein and Undertake myself/ ourselves to abide by the terms and conditions laid down in the tender document.

The EMD of ₹ 78,300/- (Rupees Seventy Eight thousand Three hundred only) in the form of Draft/ Bank Guarantee in favor of Indian Institute of Management Sirmaur and/ or certificate towards exemption of EMD, as applicable, are enclosed herewith.

I/ We also keep the offer open for 180 (One Hundred Eighty) days from the date opening of financial bids.

Yours faithfully,

(Name & signature with stamp of the bidder)

Seal and Sign of Proprietor / Auth. Signatory/Bidder



Annexure-VI**SELF-DECLARATION ABOUT NON BLACK- LISTING**

(On the Letterhead of the Bidder)

Date:

To,

The Senior Consultant (Admin)
Indian Institute of Management Sirmaur
Dhaura Kuan, Distt. Sirmaur,
Pin Code- 173031 (Himachal Pradesh).

Ref: -Tender No. NIT No. IIMS/PUR/AV SYSTEM/02/2024-25 Dated 30.05.2025

Short Term Notice Inviting Tender for Supply, Installation, Testing and Commissioning (SITC) of Audio Visual (AV) equipment at the city campus of IIM Sirmaur, Paonta Sahib.

I/We hereby declare that our firm is not blacklisted/ debarred and not declared ineligible for reason by any National Level Institutions like IIMs, IITs, NITs, IIITs, IISER, NISERs, State/Central Universities and Government Institutions in fast five years from the last date of submission of proposal.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken. My / our performance security may be forfeited in full and the empanelment offer if any to the extent accepted may be cancelled.

Your faithfully,

(Name & Signature with stamp of the bidder)

---END---

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Annexure-VII

To be signed by Tenderer and Authorised Signatory of Indian Institute of
Management Sirmaur
INTEGRITY AGREEMENT

(IIMS)

INTEGRITY AGREEMENT

THIS INTEGRITY AGREEMENT is made at on this..... day of
2025

BETWEEN

The Authorised Signatory, IIMS (hereinafter called "IIMS" or "Owner" which expression shall unless repugnant to the context or meaning thereof is deemed to include its successors & permitted assigns) of the FIRST PART:

AND (Name and Address of the

Individual/firm/Company) through.....
(Hereinafter referred to as the (Details of duly authorized signatory)
"Tenderer/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) of the SECOND PART

Each of the IIMS/Owner and Tenderer/Contractor individually referred to as the "Party" and collectively referred to as the "Parties".

WHEREAS the Owner floated a tender for the _____,
District Sirmaur, Himachal Pradesh. ("Tender") and intends to award, under laid down organizational procedure, contract pursuant to issuance of such Tender ("Contract").

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

AND WHEREAS to meet the purpose aforesaid, the Parties have agreed to enter into this Integrity Agreement ("Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part of the tender documents and agreement between the parties and shall be construed accordingly.

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

Article 1: Commitment of the Institute

The institute commits itself to endeavor to take all measures necessary to prevent corruption and to observe the following principles:

- (a) No employee of the institute, personally or through any of his/her family members, shall in connection with this tender, or the execution of the agreement, demand, take a promise for or accept, for self or family members.
- (b) Any material or immaterial benefit which the person is not legally entitled to.
- (c) The Institute shall, during the tender process, treat all tenderer(s) with equity and

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reason. The institute shall, in particular, before and during the tender process, provide to all tenderer(s) the same information and shall not provide to any tenderer(s) confidential/additional information through which the tenderer(s) could obtain an advantage in relation to the tender process or the execution of agreement.

(d) The institute shall endeavor to exclude from the tender process any person whose conduct in the past has involved any bias of any nature.

2) If the institute obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) or Prevention of Corruption Act, 1988 or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Owner shall be at liberty to take appropriate disciplinary action or initiate disciplinary proceedings as per its internal policies and procedures.

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

1) Each Tenderer/Contractor shall be required to (including their respective officers, employees and agents) adhere to the highest ethical standards and shall report to the institute of any 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 and award of the tender/contract.

2) The tenderer(s)/contractor(s) shall commit themselves to take all measures essential to prevent any act of corruption. The tenderers/contractors commit themselves to observe the following principles during their participation in the tender process and during the execution of the contract:

a) The tenderer(s)/contractor(s) shall not, directly, indirectly or through any other person or firm, to obtain any advantage of any kind whatsoever during the process of tender or during the execution of the contract, offer, promise or give to any of the Institute's employees involved in the Tender process or execution of the contract or to any third person any material or other benefit which such person is not legally entitled to.

b) The tenderer(s)/contractor(s) shall not enter with other tenderer(s) any undisclosed agreement or understanding, whether formal or informal for manipulating prices, specifications, certifications, subsidiary contracts, submission or non-submission of tenders or any other actions to restrict competitiveness or to cartelize in the tendering process.

c) The tenderer(s)/contractor(s) shall forbear from committing any offence under the Indian Penal Code (IPC) or Prevention of Corruption Act, 1988. The tenderer(s)/contractor(s) shall not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the institute as part of the business relationship, plans, technical proposals and business details, including information contained or transmitted electronically or otherwise.

d) The tenderer(s)/contractor(s) shall, when presenting a tender, disclose any and all payments made, committed to make or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

3) The tenderer(s)/contractor(s) shall not instigate any third person to commit offences mentioned above or be an accessory to such offences.

4) The tenderer(s)/contractor(s) shall not, directly or through any other person indulge in fraudulent practice including but not limited to 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

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damage to justified interest of others and/or to influence the procurement process to the detriment of the interest of the institute.

5) The tenderer(s)/contractor(s) shall not, directly or through any other person use coercive practices including but not limited to 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 available to the institute under law or the contract or its established policies and procedures, the institute shall have the following rights in case of breach of this Integrity Pact by the tenderer(s)/contractor(s) and the tenderer/contractor accepts and undertakes to respect and uphold the Owner's absolute right:

1) If the tenderer(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 institute after giving 10 days' notice to the tenderer/contractor shall have the powers to disqualify the tenderer(s)/contractor(s) from the process of tender or terminate/determine the contract, if already executed or exclude the Tenderer/Contractor from future contract award processes. The imposition and duration of the exclusion shall be determined by the severity of transgression and determined by the institute. Such exclusion may be forever or for a limited period at the sole discretion of the institute.

2) Forfeiture of EMD/Performance Guarantee/Security Deposit: Pursuant to the institute disqualifying the tenderer(s) from the tender process prior to the award of the contract or terminates/determines the Contract or has accrued the right to terminate/determine the contract according to Article 3(1), the institute apart from exercising any legal rights that may have accrued to the Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit rendered by the Tenderer/Contractor.

3) Criminal Liability: Pursuant to the institute obtaining any knowledge of conduct of a tenderer or contractor, or of an employee or a representative or an associate of a tenderer or contractor which constitutes corruption within the meaning of the Indian Penal Code (IPC) or Prevention of Corruption Act, 1988 or if the institute has substantive suspicion in this regard, the institute shall forthwith inform the same to any law enforcing agencies for further investigation without being obligated to first inform the tenderer/contractor of the same.

Article 4: Previous Transgression

1) Each tenderer/contractor shall declare and confirm that no previous transgressions have occurred in the last five (5) years with any other company in any country confirming to the anti-corruption approach or with the Central Government or any State Government or any other Central/State Public Sector Enterprises in India that could justify its exclusion from the process of this tender.

2) Upon any incorrect, false, misleading statement made or submitted by the tenderer in terms of 4(1) above, shall render the tenderer disqualified from the process of tender or entitling the institute to take any action for imposing a ban on any business dealings/holiday listing of the tenderer/contractor at the sole discretion of the Owner.

3) Upon a confirmation made by the tenderer/contractor, to the satisfaction of the

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institute, proving that the damage caused has been resorted / recouped and a suitable corruption prevention system has been installed to the satisfaction of the institute, the exclusion may be revoked prematurely by the institute at its sole discretion.

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

- 1) The tenderer(s)/contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact. The tenderer/contractor shall be responsible for any violation(s) of this Integrity Pact by any of its subcontractors/sub-vendors.
- 2) The institute shall enter into such agreements or pacts on identical terms as this Integrity Pact with all tenderers and contractors.
- 3) The Owner shall disqualify tenders who fail to submit the duly executed Integrity Pact along with the tender or violate any of the provisions at any stage of the tender process.

Article 6- Duration of the Pact

This Pact shall become effective on the day the institute and the tenderer/contractor have signed and executed the same. The Integrity Pact shall continue to remain in force for the Contractor till twelve (12) months after the completion of work under the contract or till the continuation of defect liability period, whichever is later. However, the Integrity Pact shall come to an end for unsuccessful tenderers upon award of the contract to the successful tenderer. If any claim is made/lodged during this time, the same shall be binding and continue to remain valid despite the lapse of this pact as specified above, unless such tenderer is discharged by the institute.

Article 7- Other Provisions

- 1) The Integrity Pact shall be governed by the applicable Indian laws and the place of performance and jurisdiction shall be the place of office of the institute.
- 2) Any change, amendment, modification or supplement or addendum to the Integrity Pact can only be brought into effect by way of a mutual written agreement between the parties to the Integrity Pact.
- 3) If the contractor is a partnership or a consortium, this Pact shall be executed and signed by all the partners or by one or more partner's holding power of attorney executed in favour of such partner or partners by the remaining partners. In case the contractor is a company, the Pact shall be executed and signed by a representative duly authorized.
- 4) In case any of the provisions of this Integrity Pact is rendered invalid by law or otherwise, the remaining provisions of the Integrity Pact shall continue to remain valid and binding on the parties. In such a case, the parties shall strive to come to an agreement to the original intension envisaged under the Integrity Pact.
- 5) The parties agree that any dispute or difference arising between the parties with respect to the terms of this Integrity Pact, any action taken by the institute in accordance with this Integrity Pact or any interpretation thereof shall not be subject to arbitration.
- 6) The person signing the IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

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Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies available to the parties under law or contract and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. The parties agree that this Integrity Pact shall have precedence over the tender/contact documents with regard to 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 institute)

.....

(For and on behalf of tenderer/contractor)

WITNESSES (Signature, name and address)

1

2

Place:

Dated:

Seal and Sign of Proprietor / Auth. Signatory/Bidder

