

TENDER FOR

Extension of Virtual Reality Laboratory (Advance Module)

AT

NATIONAL INSTITUTE OF AYURVEDA, JAIPUR

NIT ISSUE DATE	:	09-12-2022
NIT NO.	:	NIA/CS/KS/EVRL Advance/1(22)/2022-23
PRE-BID MEETING	:	14-12-2022 (3:00 PM)
LAST DATE OF BID SUBMISSION	:	02-01-2023 (3:00 PM)
BID OPENING DATE	:	03-01-2023 (3:00 PM)



NATIONAL INSTITUTE OF AYURVEDA, Jaipur

Deemed University

**MINISTRY OF AYUSH, GOVT. OF INDIA
JORAWAR SINGH GATE AMER ROAD, JAIPUR**

Tender for Extension of Virtual Reality Laboratory (Advance Module)

NIA/CS/KS/EVRL Advance/1(22)/2022-23

National Institute of Ayurveda, Jaipur is an autonomous body under the Ministry of AYUSH, Government of India, invites Online bids in two bid system of tender for **Extension of Virtual Reality Laboratory (Advance Module)**. Best offers are invited along with the complete details of specifications, terms & conditions.

S.N.	ITEM DESCRIPTION	Estimated Cost (Rs.)	EMD (Rs.)
1.	Extension of Virtual Reality Laboratory (Advance Module)	5,00,00,000/-	10,00,000/-

INSTRUCTIONS:

1. Bids shall be submitted online at CPP Portal website: <https://eprocure.gov.in/eprocure/app>
2. The complete bidding process is online. Bidders should be in possession of valid digital Signature Certificate (DSC) of class II or III for online submission of Bids, Prior to bidding DSC need to be registered on the website mentioned above.
3. Tenderer/Contractor/Bidders are advised to follow the instructions provided in the instructions to the contractors/Tenderer/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>
4. Bid documents may be scanned with 100 dpi in black and white option which helps in reducing size of the scanned document.
5. **Pre Bid Meeting:**
Pre Bid meeting with the intending bidders shall be held on 14th Dec 2022 at 3:00 PM onwards at NIA, Jaipur. All the prospective bidders are requested to send comments/ representations on or before pre-bid meeting. Intending bidder will be allowed to seek clarification of specifications, conditions of contract etc. in writing to NIA, Jaipur (e-mail: nia.centralstore7@gmail.com or store-nia-ri@gov.in) within 24 hours of the pre bid meeting.
6. **Bid Security or Earnest Money Deposit (EMD):**
The Bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **Rs. 10,00,000/- (Rupees Ten Lacs only)** by way of demand drafts only. The demand drafts shall be drawn in favour of **“National Institute of Ayurveda”** Payable at **Jaipur**. The EMD of the Successful Bidder shall be returned after the successful submission of Bank Guarantee/Security Deposit and for unsuccessful Bidder(s) it would be returned after award of the Contract. **The demand Drafts for EMD must be delivered to Vice Chancellor, National Institute of Ayurveda Deemed to be University, Jaipur on or before last date /time of Bid Submission.**
 - a) Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with stipulation made herein or back out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
 - b) The firms who are registered with National Small industries corporation (NSIC) or Small Scale Industries (SSI) are exempted to submit the EMD(Copy of registration must be provided along with Technical Bid) Registration proof and Udyam Aadhar Certificate should be enclosed with Technical Bid.
 - c) As per rule number 170 of GFR 2017, Micro and small Enterprises, if registered with any government bodies specified by Ministry of Micro, Small & Medium Enterprises (M/o MSME) with valid certificate duly issued by GOI are exempted for submitting the earnest money deposit (EMD). **It will be applicable for those bidders who shall produce their own goods or provide their own services, and not applicable for trading purposes.**
 - d) Bidders are not allowed to submit more than one bid anytime during the tendering process for the same/similar tendered item else all his bids shall be cancelled thereby making him disqualified in addition to the forfeiture of the EMD.

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- e) The EMD, in case of unsuccessful Bidders shall be returned by NIA, Jaipur after finalization of the Tender. No Interest will be payable by NIA, Jaipur on EMD.
- f) EMD is required to protect the purchaser against the risk of Bidders conduct. The EMD will be forfeited if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to the notice that the information/ documents furnished in its tender is incorrect or false.
- g) The EMD/PBG shall be forfeited if successful bidder fails to supply the modules/software/equipment in stipulated time or fails to comply with any of the terms & conditions of the contract or fail to sign the contract.

8. Submission of Tender:

The tender shall be submitted online in two parts, viz., Technical Bid and Financial Bid (BOQ). All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The Bidder shall quote the Technical and Financial Bids as per the format enclosed with tender document. **The Bidders should submit their all relevant documents (Technical bid document and EMD proof etc) before last date and time of bid submission.**

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

9. Technical Bid:

All pages of the Tender Documents (Technical Bid Documents) should be numbered and indexed.

The bidder shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the modules/software and services offered in the tender fully confirm to the goods and services specified by the purchaser in the tender documents. For this purpose, the bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the tender documents to establish technical responsiveness of the goods and services offered in its tender duly indicating relevant page numbers in the product literature.

The following documents are to be furnished by the contractor/Bidder along with Technical Bid as per the Tender Document:

- a) Signed and scanned copy of appropriate and valid registration certificate of the firm, experience certificate as per Para no. 17 of the Tender Document, PAN Card, GST registration certificate and Tender Acceptance Letter.
- b) Signed and scanned copy of details of all modules, sub systems and additional items should be mentioned in the technical bid and complete technical details should be provided in the form of Brochures and write-ups.
- c) **Manufacturer Authorization:** The bidder (if not original equipment manufacturer) must submit Original Equipment Manufacturer authorization certificate that the tenderer is authorized for selling and maintain the equipment/tool quoted for. (If applicable)

10. Financial Bid:

Price Schedule(s) as per BoQ format filled up with all the details including all modules/software offered to be uploaded.

While filling up the columns of the Financial Bid, the following aspects should be noted for compliance:

Price should include:

- a) Duties and fees, if any.

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- b) Charges towards Packing & Forwarding, Inland Transportation, Insurance, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Financial Bid.
- c) Bidders are required to quote GST amount in the separate column of BOQ, failing which quoted basic rate shall be deemed as including GST rate.

Schedule of price bid in the form of BOQ_XXXX .xls

The price bid format is provided as BoQ_XXXX.xls along with this Tender Enquiry Document at <https://eprocure.gov.in/eprocure/app> Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered /modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business with NIA, Jaipur.

- 11. The authorized signatory of the bidder must digitally sign the bid. Individuals digitally signing the bid or other documents connected with a contract must specify whether he signs as:
 - a) A 'Sole Proprietor' of the firm or constituted attorney of such Sole Proprietor.
 - b) In case of partnership firm he must have authority to quote & to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney.
 - c) Constituted attorney of the firm if it is a company.
- 12. **Preference to Make In India (For bids < 200 Crore):-** Preference shall be given to Class 1 Local supplier as defined in public procurement (Preference to Make in India), order 2017 as amended from time to time and its subsequent orders/notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is as per Government norms. If the bidder wants to avail the Purchase Preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (Preference to Make in India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non-Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
- 13. Bidders are advised to go through the Make In India initiative and Price Preference Policy before opting the same for availing benefit under this initiative.
- 14. It should be noted that this tender is subject to the provisions contained in Government of India, Ministry of Commerce & Industry, Department for Promotion of Industry and Internal Trade (Public Procurement Section) Order no.P-45021/2/2017-PP (BE-II) dated 04.06.2020 and all other relevant orders issued by the Government of India from time-to-time.
 - (a) **The 'Class-I local supplier / Class-II local supplier at the time of tender bidding or solicitation shall be required to indicate percentage of local content and provide self-verification that the item offered meets the local content requirement for**

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Class-I local Supplier / Class-II local supplier, as the case may be. They shall also give details of location(s) at which the local value addition is made.

- (b) In cases of procurement for a value in excess of Rs. 10.00 crores, the 'Class-I local supplier/' 'Class-1 local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company in the case of companies) or from practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- (c) False declaration will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the GFR-2017 for which a bidder or its successors can be debarred for up to two (02) years as per Rule 151 (iii) of the GFR-2017 along with such other actions as may be permissible under law.

15. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent orders/notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller(s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference/price band defined in relevant policy, such seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity.

16. Turnover:

The Firm/Agency/Bidder should have minimum average annual turnover of Rs. 1 Crore during the Last 3 Financial Years (i.e. 2019-2020, 2020-2021, 2021-2022) to be eligible for consideration.

17. Experience and Past Performance:

- (a) Prior Experience - Bidder should have executed or executing at least two similar projects in the last 5 years period prior to the bid submission date. Preference will be given to the bidders who had worked for government sector earlier.
- (b) The bidder should have capable to supply the desired product. All the bidders shall have to submit the proof of either having the authorized distributorship, agency or having the supply contract with the Whole Sellers. Copies of relevant document should be attached.
- (c) **However, the bidders registered as MSME and Startups in the relevant category will be exempted from condition of turnover, and past performance or experience as per Government guidelines. Bidders seeking exemption shall have to submit required document along with bids. No claim for relaxations will be entertained later stages after opening of bid.**

18. The bidder firm should have not been blacklisted by any Ministry/Department of Govt. of India/State Government/Autonomous Bodies/any PSU's etc. The Performance Security Deposit will be forfeited after awarding the Bid, in case the bidding firms found blacklisted by Central

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Government/State Government/PSU's/Universities/Deemed to be Universities/Autonomous Bodies at any point of time.

19. The Vice Chancellor, National Institute of Ayurveda reserve the right to accept or reject any/all tenders without assigning any reason thereof.

20. The seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.

21. The seller shall not sub-contract the contract in whole or part to any entity without obtaining the prior written consent of buyer.

22. The seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/sub-contractor, for and in respect of the due performance of the contract and the sellers obligations there under.

23. Validity:

The quoted rates must be valid for a period for 180 days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

24. Availability of Funds:

Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/consignee.

25. Scope of Work:

The scope of work shall include Supply, Installation, Commissioning and Satisfactory Demonstration. This will also include testing, packing, transportation, scheduling of transportation, transit insurance, delivery at sites, unloading, storage, job site storage, insurance, installation any other services associated with the delivery of the equipment/tool and materials providing warranty of services and operation and maintenance of other related equipment/items required for complete installation. The successful bidder will assume full responsibility of the complete system until final acceptance.

26. Delivery and Installation:

For modules/software supplied from India.

- a) All the modules ordered shall be supplied and Installed at National Institute of Ayurveda, Jaipur within 45 days from the date of issue of supply order. All the aspects of safe delivery, installation and commissioning shall be the exclusive responsibility of the supplier. If the supplier fails to deliver, install and commission the modules on or before the stipulated date, then a penalty at the rate of 0.5% per week or a part thereof of the total order value shall be levied subject to maximum of 10% of the total order value. The successful tenderer will also provide required training for supplied items at NIA, JAIPUR. The modules should be manufactured/prepared after adoption of latest technology. If at any time during the currency of the contract, the supplier encounters conditions hindering timely supply of the modules and performance of services, the supplier shall promptly inform the NIA, JAIPUR for extension of the delivery schedule accordingly.
- b) On receiving the supplier's communication, NIA, JAIPUR shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract. In the case of package supply where the delayed portion of supply materially hampers installation and commissioning of the systems, liquidated damages charges shall be levied as above on the total value of the concerned package of the purchase order.

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Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

27. Signing the Contract:

The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of Rs. 500/- (Rs. Five Hundred only) along with performance security within fifteen days of the issue of the Letter of notification of award. In the event of failure on the part of the successful bidder to sign the Contract within the period stipulated above, the EMD shall be forfeited and the acceptance of BID shall be considered as cancelled.

28. Performance Security :

As a guarantee towards due performance and compliance of the contract work, the successful bidder (contractor) will deposit an amount equal to 3% of order value and should be kept valid for a period of 60 days beyond completion of all the contractual obligation, including comprehensive warranty period towards security deposit by way of demand draft in favour of **“NATIOANL INSTITUTE OF AYURVEDA”** payable at **JAIPUR** drawn on any Nationalized Bank/Scheduled Bank and payable at JAIPUR within fifteen days of the issue of the Letter of notification of award along with non-judicial stamp paper of Rs. 500/- (Contract agreement).

29. Incidental Services:

The supplier shall be required to perform the following services: -

- a) Installation & Commissioning, Supervision and Demonstration of the modules.
- b) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
- c) On Site Training to Doctors/ Technicians/ Staff is to be provided by Supplier for operation and maintenance of the equipment for a period of 30 working days after successful installation of the machine, as per direction of user department.
- d) Supplying required number of operation & maintenance manual for the modules.
- e) To provide non-locked open software and standard interface inter-operability conditions for networked equipment's in hospital management information system, wherever applicable.

30. After Sales Service:

After sales service center should be available on 24 (hrs.) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 24 hrs to ensure an uptime of minimum 95%, wherever applicable, failing which the necessary penalty measures shall be enforced.

Timely servicing/rectification of defects during warranty period: After having been notified of the defects/service requirement during warranty period, seller has to complete the required service/rectification within 3 days' time limit. If the seller fails to complete service/rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the performance security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service/rectification done from alternate sources at the risk and cost of the seller besides forfeiture of PBG. Seller shall be liable to reimburse the cost of such service/rectification to the Buyer.

31. Inspections:

- a) NIA, Jaipur shall have the right to inspect and/or to test the modules/software to confirm their conformity to the NIT Specifications at no extra cost to the Purchaser.

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- b) NIA, Jaipur right to inspect, test and, where necessary, reject the modules/software after the goods arrival at the final destination shall in no way be limited or waived by reason of the modules/software having previously been inspected, tested and passed by NIA, JAIPUR prior to the modules shipment.
- c) The Vice Chancellor, NIA, JAIPUR shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.
- d) No payment shall be made for rejected items and those must be removed by the Bidders within two weeks of the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.

32. Payment Terms:

Payment of the total order value shall be released after the successful supply, installation and commissioning of the ordered modules/software against the submission of the inspection report.

33. Guarantee / Warrantee Period:

The Tenderers must quote for 5 years' comprehensive warranty (including all Spares, Accessories and Labour) from the date of completion for satisfactory installation. The Warranty Charges shall not be quoted separately otherwise the offer shall be summarily rejected.

34. Site Preparation for Installation:

The site for installation of the equipment shall be provided by the purchaser as per the required specification and environmental conditions before the installation of System.

Site plan and System layout plan including civil/electrical work or other related works shall be prepared by the supplier.

Earthling arrangements for all the equipment shall be completed as per standard practice.

- 35. The prices quoted by the Bidder and accepted by the committee duly constituted by NIA, Jaipur shall hold good till the completion of the works and no additional claims will be admissible on account of any price variation or fluctuation in market rates.
- 36. Before the equipment/tool is taken over by the Purchaser/Consignee, the Supplier shall provide manuals of the equipment / systems. This shall include the following:
 - a) System Interface Drawings, wiring diagrams
 - b) System Interconnection and Block diagrams
 - c) User Operation Manuals
 - d) Equipment Maintenance Manuals
- 37. Bidder must submit Printed catalogue and technical data sheet to substantiate offer. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
- 38. Bidder shall submit a copy of the tender document and addenda thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender enquiry document.
- 39. Conditional bid will be treated as unresponsive and it may be rejected.
- 40. After due evaluation of the bid(s) Institute will award the contract to the lowest evaluated responsive tenderer.
- 41. **Demonstration:** NIA, Jaipur reserves the right to ask the tenderers for arranging demonstration of their equipment for which rates have been quoted, to the concerned committee, if required. Demonstration is the part of Technical Evaluation and the disqualification in the product demonstration will lead to rejection of the bid.

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42. The Institute reserves the right to accept in part or in full or reject any or more tender(s) without assigning any reasons or cancel the tendering process and reject all tender(s) at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidder(s).
43. **Breach of Terms and Conditions:** In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/job without assigning any reason thereof and nothing will be payable by NIA, Jaipur in that event the security deposit shall also stands forfeited.
44. **Code of Integrity:** The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement in bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on. Bidders need to submit signed the Integrity Pact in original on Non-Judicial stamp of Rs. 100 (as per format attached in **Annexure-A**).
45. **Opening of Bids:** In the event of specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day. In two-part bidding, the financial bid shall be opened only after technical evaluation. No separate intimation shall be sent to the bidders in this regard.
46. **Insolvency etc.:** In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified NIA, Jaipur shall have the power to terminate the contract without any prior notice.
47. **Force Majeure:** If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such nonperformance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive. Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may, at least option to terminate the contract.
48. **Applicable Law:** The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings/processing.
Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Jaipur, Rajasthan, India only.
The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Jaipur. The decision of the Arbitrator shall be final and binding on both the parties.
- Force Majeure: Any delay due to Force Majeure will not be attributable to the supplier.
49. The Documents as per Checklist given below must be submitted along with bid failing which, submitted bids will not be considered for technical evaluation.

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Checklist to be submitted by bidder		
S. No	Certificate	Documents No./Description
1	Experience Certificate (as per Para no. 17)	
2	Annual Turnover of the bidder (as per Para no. 16)	
3	OEM Authorization Certificate	
4	Undertaking for Non-Blacklisting of the Firm	
5	Local Content Declaration (MII)	
6	Escalation Matrix for Support & Services	
7	EMD, if applicable	
8	Warranty certificate from OEM	
9	Past performance	
10	PAN card	
11	GST Registration Certificate	
12	Firm Registration Certificate	
13	Data Sheet of the Product offered in the bid	
14	Udyam Registration certificate (if applicable)	

Eligibility Criteria for bidders

- a. Original Manufacturer/Importers or their Authorized dealers are eligible to participate in the tender.
- b. Signed and scanned valid copy of Firm/Company Registration/Incorporation Certificate.
- c. Signed and scanned copy of GST Registration.
- d. Signed and scanned copy of PAN Card.
- e. Bidder should not be Blacklisted/ Debarred from any Government/PSUs/Autonomous Bodies (whether Central or State)/Municipals/Societies etc. An undertaking to this effect should be submitted.

Other Terms and Conditions

- Interested companies may present the detailed description of the proposal as per our requirements.
- Along with detailed proposal specifications of Virtual Reality (VR) Desktop and Desktop based Virtual Reality (VR) Equipment will be mandatory for the comparison with other proposal received.
- There will be a technical evaluation committee which will study all the proposal and shortlist the proposals which will be found suitable for technical bid.
- Demonstration of the modules before technical committee will be mandatory to qualify for the financial bid.
- Preference will be given to the companies those who have already developed modules and had served the Government sector previously.
- Bidder should have adequate experience in developing Virtual Reality Program in field of medical education for which supporting documents needed to be enclosed with proposal
- In case of Completed project - copy of work order+ Completion Certificates from client + Project Citation should be enclosed with proposal.
- Vendor has to demonstrate/share/present their relevant past work showing their team strength/ capability/capacity. It will be criteria for technical evaluation for the TEC (Technical Evaluation Committee) prior to opening the Financial Bid of the vendors submitting the bids.

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- Financial bid of those bidders whose Techno-commercial bid is accepted by the TEC will be opened and comparative statement will be prepared. The best acceptable bid will be decided upon the lowest price quoted by the particular bidder.
- Vendor has to submit the credit worthiness/bank guarantee issued by a bank/ a certified registered CA at least double to the cost of the project.
- Warranty: Vendor should provide at least 5 years of hardware warranty along with 15 years of software warranty.
- The Vice-Chancellor, NIA reserves the right to withdraw/modify the requirement at any stage without any need to clarify as the case may be.

Remark

As per standard SOP other requirements may be included if any not covered above and deemed necessary as the case may be.

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Specifications:

A. HUMANBODY

- a) Module should include an outside and inside view of the human body (Male and Female).
- b) It should include circulatory system with blood circulation around the body via heart, arteries and veins. Delivering oxygen and nutrients to organs and cells and carrying their waste products away.
- c) It should include the digestive system to showcase absorption of nutrients and removal of waste products via the gastrointestinal tract including mouth, oesophagus, stomach, intestine, rectum and anal canal.
- d) It should include a muscular system to show case the body to move using muscles. Individual muscle action their contraction and relaxation should be visible.
- e) It should include renal system to showcase kidneys filtering blood to produce urine and excretion of waste products.
- f) It should include respiratory system to showcase air into and out of the lungs to absorb oxygen and remove carbondioxide upto alveolar level.
- g) It should include skeletal system showcase bones and joints maintaining structure of the body and its organs.
- h) It should include nervous system including parts and functioning of both CNS and PNS.
- i) It should include inside and outside view of both male and female reproductive system.
- j) It should include the physiological functioning and positions of all endocrine glands and organs with detailed textual description.
- k) It should include the structure and function of the human skin.
- l) Cell physiology aims to understand the structure and physiological function of individual cells and how they interact with their environment.
- m) The hemopoietic system provides the regulated production of a complete complement of mature blood cells in the peripheral circulation, which includes neutrophils, eosinophils, basophils, erythrocytes, and megakaryocytes, etc.
- n) There should be provisions to further alteration or development of the existing modules as per requirements and technical advice of the experts.
- o) The modules should be having following specifications for picture parameters polygon-5000± 1000, texture process at least 2048 and in texture maps Albedo, normal, ambient occlusion, roughing and metallic should be available.

B. CARDIOVASCULAR SYSTEM

The cardiovascular system should include module on functional anatomy of the cardiovascular system, circulation and their regulation, nerve innervation of heart, properties of cardiac muscle, ECG and its presentation in different disease, cardiac cycle, heart Sound, heart Rate, blood pressure and cardiac output, Effect of exercise on cardiovascular system, examination of cardio vascular system & applied Aspect of cardiovascular system.

C. RESPIRATORY SYSTEM

Respiratory system should include anatomy & physiology of all organs of respiratory

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system. It also include pulmonary circulation, mechanism of breathing, exchange & transport of respiratory gases, regulation of respiration, pulmonary ventilation, pulmonary function test, artificial respiration, high altitude and space physiology in respiration, deep sea physiology in respiration, effect of exercise on respiration, effects of exposure to cold and heat & applied physiology of respiratory system.

HARDWARE AND SOFTWARE REQUIREMENTS

- Complete Virtual Reality support systems along with two sets of wireless head mounted display.
- Wall mounted TV Screen for display of Virtual reality modules along with necessary accessories.
- Virtual Reality (VR) Equipment (With latest available technology for virtual reality modules).
- Modules for Desktop based VR equipment (For Human Body, Cardiovascular System and Respiratory System) with provision to further development as per required by the institute.

Extension of Virtual Reality Lab: Specifications for 7-D modules

Picture Parameters	Desired Specifications
Polygon	100000 & above
Sculpting	Available
Detailing	Available
Texture Process	upto 4k
Baked Lightning	Available
Realtime Lightning	Available
Texture Maps	
Albedo	Available
Normal	Available
Ambient Oclusion	Available
Height	Available
Metallic	Available
Roughing	Available
Omission	Available
Sub Surface Scattering	Available
Particle Effect	Available

Video	Desired Specifications
Resolutions Quality	QHD
Height	1440px
Width	2560px

Sound	Desired Specifications
Recorder Voice-over	128kbps

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Voiceover	Available
Sound effects	Available
Screen Transitions	Available

Extension of Virtual Reality Lab 7D Advanced module: Desired module software Specifications

S. No.	Properties	Desired specifications
1	Texture	Highly detailed textures with details exactly similar to original organ. Reference: https://prnt.sc/cx0bzDKcKXXS
2	Correctness and detailing of models in 3D	Highly detailed 3D mesh which looks similar to original organ. Addition to accurate shape and size, it'll have more additional mesh to show the detailing/ For example, additional nerves and tendons of a heart. https://prnt.sc/yElzu1hr7ARO https://prnt.sc/JD_cb_0s_i9z
3	Effects	Use of custom created realistic effects with 3d elements and particle physics. Example: showing the flow of blood with representative 3d shape of blood cells. https://youtu.be/mhYeO2fwSps?t=195
4	Interaction Design	Addition to category 2, user can change camera for different views (outer/interior), can control flow of the particles based on sliders to see each state of an object in flow of time.
5	Inside view of organs	Detailed interior of organs with realistic representation
6	Simulation	Detailed simulated environment with detailed flow points to depict certain medical conditions while controlling the process and animation of an object.
7	Difference and simulating various health conditions	Available
8	Additional medical equipments in-relation to the organ/part concerned wherever applicable	Various parameters related to an organ can be displayed in a simple UI or graph instead of showing complete medical instrument. 3D representation of medical equipments or treatment process can be shown.
9	Contrast Analysis	Comparison analysis using split screen for studying normal and infectious organ parts and studying effect of simulating various conditions of organs with different parameters.
10	SFX and depth coverage	Available
11	Supported functionalities	Functionalities can be increased as per the hardware selected
12	Platform Support	PC based VR only

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13	Quality Settings	Output quality can be modified by the user and can be auto set based on the hardware
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VR Modules Supporting System

Processor	Intel Core i9-10 Gen Processor
Memory	Min 32 GB DDR4 RAM
Graphics	Nvidia GeForce RTX 2070 with 8GB
Network	Min one 10/100/1000 interface
Audio	Integrated Sound and Audio
Operating System	Microsoft Windows 10
Keyboard & Mouse	Min 104 keys OEM standard keyboard & two button OEM standard mouse
Warranty	3 Years On-site warranty

Head Mounted Display - Wireless

VR Category	All-in-one VR
Tracking	Insight inside-out tracking
Input	Two Touch controllers
Resolution	1832x1920 per eye
Display Panel	Fast-switch LCD
Audio	Integrated positional audio
Processor	Qualcomm® Snapdragon™ XR2 Platform
Battery Life	2-3 hours
Storage	128GB or 256GB
Supported Usage Modes	Seated, standing, room scale
Glasses Friendly	Comfortable to wear with glasses or RX inserts

Television

Display	
Screen Size	94” to 100”
Resolution	3,840 x 2,160
Video	

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Picture Quality	4K
PQI (Picture Quality Index)	2200-2500
HDR (High Dynamic Range)	HDR
HDR 10+	Support
Contrast	Mega Contrast
Color	Dynamic Crystal Color
Brightness/Color Detection	Brightness Detection
Audio	
Dolby Digital Plus	Yes
Adaptive Sound	Yes
Q-Symphony	Yes
Sound Output (RMS)	20-40W
Speaker Type	2-6 CH
Bluetooth Audio	Yes
Smart Service	
Operating System	Atleast Tizen™
Bixby	US English, UK English, India English, Korean, French, German, Italian, Spanish, Portuguese (features vary by language)
Multi Voice Assistant	Yes (India Only)
Google Assistant Built-in	Yes (India Only)
Works with Google Assistant	Yes (India Only)
Works With Alexa	Yes (India Only)
SmartThings App Support	Yes (India Only)
Universal Guide	Yes (India Only)
Gallery	Yes
Smart Feature	
Mobile to TV - Mirroring, DLNA	Yes
Sound Wall	Yes
Ambience	Ambient Mode
Easy Setup	Yes
App Casting	Yes
Bluetooth Low Energy	Yes
WiFi Direct	Yes
TV Sound to Mobile	Yes

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Sound Mirroring	Yes
Wireless Dex	Yes
Cloud Service	Microsoft 365
Differentiation	
Tune Station	Yes (India)
Auto Hotspot Connect	Yes (India)
S-Share	Yes (India Only)
Auto Data Backup	Yes
Dongle Compatibility (3G / LTE / WiFi)	Yes (India Only)
Analog Clean View	Yes
Triple Protection	Yes
Tuner/Broadcasting	
Digital Broadcasting	DVB-T2
Analog Tuner	Yes
TV Key	Yes
Connectivity	
HDMI	3-5 Ports
USB	2-5 Ports
Composite In (AV)	1 Port
Digital Audio Out (Optical)	1 Port
RF In (Terrestrial / Cable input)	1/1(Common Use for Terrestrial)/0
HDMI A / Return Ch. Support	Yes
eARC	Yes
HDMI Quick Switch	Yes
Bluetooth	Yes (BT5.2)
Accessibility	
Accessibility - Voice Guide	UK English
Accessibility - Learn TV Remote / Learn Menu Screen	UK English
Accessibility - Others	Enlarge / High Contrast / Multi-output Audio / Color Inversion / Grayscale / Sign Language Zoom / Slow Button Repeat
Power & Eco Solution	
Power Supply	AC220-240V 50/60Hz
Power Consumption (Max)	300 W
Eco Sensor	Yes

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Package Weight	
Set Weight with Stand	56 - 60 kg
Set Weight without Stand	43 - 50 kg

Air Conditioner

PRODUCT SPECIFICATIONS	
Tonnage	2 Ton
Full Load Capacity (100%) [W]	6600-7000
Half Load Capacity (50%) [W]	3300-3500
Compressor Type	High EER Twin Rotary - BLDC
Refrigerant Gas	R32
Power Supply [V/Hz/Ph]	230 / 50 / 1 Phase
Full Load Power (100%) [W]	1850-2000
Half Load Power (50%) [W]	682 -700
Condenser Coil	Copper
Connecting Pipe [Type]	Cu-Cu(12.7mm & 6.35mm)
PERFORMANCE	
Star Rating	5
Air Flow Volume - Indoor [CMH]	1400/1330/1200/1100
Noise Level - Indoor [..dB(A)]	(51)49/46/44
ISEER	4.51
Max operating Ambient Temp Range [Deg C]	52° C
Wide Operating Voltage Range [V]	145~270
OPERATION	
Operation	LCD Remote
LED Display	Yes

Floor Foam

Material	Polyurethane Foam
Density	20 kg/m ³ - 40 kg/m ³
Thickness	8-12 mm

Floor Carpet

Colour	Dark
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Pattern	Solid
Shape	Rectangular
Material	Acrylic
Pile Height	Low Pile
Grip	Anti-slip

Students Chair

Material	Alloy Steel
Included Components	1 Foldable Study Chair
Furniture Finish	Powder Coated
Size	Standard
Maximum Weight Recommendation	100-120 Kilograms
Item Weight	6-10 KG

Professors Chair

Style	Modern
Special Feature	Perfect support for your back and neck Height adjustment - Heavy duty pneumatic gas lift. 2D Lumbar Support Tilting Mechanism Breathable Meshback 2d Headrest Alloy Steel Chrome Plated Base
Material	Plastic
Pattern	HIGH Back Office Chair
Frame Material	Plastic
Back Style	HIGH Back
Weight	15-18 Kilograms
Maximum Weight Recommendation	100 Kilograms, 125 Kilograms
Seat Material Type	Fabric
Furniture base movement	Swivel
Indoor/Outdoor Usage	Indoor
Mattress Comfort	Ergonomic
Fill Material	Fabric
Size	Standard
Color	Black
Primary material	Plastic
Capacity	Standard

Computer Desk

Shape	Rectangular
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Desk design	Computer Desk
Colour	White
Style	Modern
Top Material Type	Engineered Wood
Finish Type	Textured
Special Feature	Ergonomic
Room Type	Office
Item Weight	20-30 Kilograms
Furniture Finish	Wood with metal stand

Steel Almirah

Mounting Type	Over the Door
Style	Without Mirror
Included Components	1 wardrobe
Size	2 Door
Number of Doors	2
Number of Drawers	1
Shape	Rectangular
Back Material Type	Steel
Frame Material	Engineered Steel
Steel Gauge	20-25 Gauge
Paint Type	Powder Coated

Shoe Rack

Material	Metal
Recommended Uses for Product	Shoes
Installation Type	Free Standing
Special Feature	Adjustable
Finish Type	Premium

Inverter

Inverter Capacity	90-100 Volt, Capacity - 5000-6000 VA, Max. Bulb Load - 4000-5000 watt
Battery Capacity	Voltage - 12 Volt, Capacity - 150 Ah
Key feature for Inverter	Intelligent battery charging mechanism with adaptive battery charging control technology
Key feature for Battery	Highly efficient and ideal for heavy duty application with excellent overcharge tolerance, superior performance during long and frequent power cuts and minimum maintenance
	MCB for protection from Input main, Auto over-load handling capacity, Bypass switch for supplying output

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Safety	directly from grid in case of Home UPS fault
Warranty	For Inverters - 24 months and for battery - 36 months

Roller Blinds

ROOM DARKENING BLINDS FOR WINDOWS:	Textured fabric with 100% room darkening effect, thermal insulated, good for UV protection and maximum privacy protection.
Mounting Type	Inside Mount, Outside Mount

Rechargeable Batteries Charger with Batteries

Rechargeable Battery	1500-3200 mAh
Batteries	8 AA batteries
Voltage	240 Volts

Others

1. Connectors to connect devices with the System
2. Civil Work: Fall Ceiling, Paint, Flooring, Installation, Electric & LAN work & Etc.

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TECHNICAL BID

(Fill in capital/bold letters only)

1.	Name of Tendering Company/Firm/Agency	:	
2.	Name of Owner/Partners/Directors	:	
3	Full Particulars of the Head Office	:	
	• Address	:	
	• Telephone No.	:	
	• Fax No.	:	
	• E-mail address	:	
4	Full Particulars of the Bankers of the Company/Firm/Agency, with full Address/Tel. No.	:	
	• Name of the Bank	:	
	• Address of the Bank	:	
	• Telephone No.	:	
	• Fax No.	:	
	• E-mail address	:	
5	Registration Details:	:	
	• Copy of Firm/Agency's Registration No.	:	
	• PAN/GIR NO.	:	
	• GST Registration No	:	
	• Aadhar No. of Owner/Partners/Directors	:	
6	Details of Earnest Money Deposit	:	
	• Amounts (Rs.)	:	
	• DD/PO No. and Date	:	
	• Drawn on Bank	:	
	• Valid upto	:	
7	Details of Tender Fee	:	
	• Amount	:	
	• DD/PO No.	:	
	• Drawn on Bank	:	
	• Valid upto	:	
8	Annual Turnover of the Company/Firm/Agency for the last 3 years (With Proof duly certified by Chartered Accountant/Auditor) Last 03 Years balance sheet and copies of Income tax returns for 3 Years as stated in Terms & Conditions		
	2019-2020	:	
	2020-2021	:	
	2021-2022	:	
9	The Firm who are registered with National small Industries Corporation (NSIC)/ or Small Scale Industry / or MSME are exempted to submit the Tender fee & EMD (copy of Valid MSME registration Certificate must be provided along with Udyam Aadhar)		
10	Experience and Past Performance		
	Experience in the relevant field for the minimum 3 years		Experience and past performance as per para number 17 of the Tender Documents.

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Certificate
(To be submitted with the Technical Bid)

The Annual Turnover of M/s. _____ for the last 3 Years are given below and it is certified that the Statement is true and correct:

S.N.	Year	Turnover Rs. In Lacs
1	2019-2020	
2	2020-2021	
3	2021-2022	
	Total	Rs _____ Lacs

Average Turnover per Annum: Rs. _____ Lakhs.

Signature of Chartered Accountant/Auditor with Seal

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MANUFACTURER'S/PRINCIPAL'S AUTHORIZATION FORM

To,

The Vice Chancellor
National Institute of Ayurveda

Jaipur

Ref.: Your Tender No.

Sir,

1. We,.....Who are proven and reputed manufacturers/Supplier/Distributor/Authorized Agent of having office/Store at.....hereby authorize *M/s(name and address of the agent)* to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred Tender which are manufactured by us.
2. We further confirm that no supplier or firm or individual other than Messrs. *(name and address of the above agent)* is authorized to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred Tender Enquiry documents for the above Equipment/Stores manufactured by us(applicable where Manufacturer authorized any specific Distributor/Supplier.
3. We also confirm that the rate quoted by our authorized agent shall not exceed the rate which we would have quoted on direct participation.

Yours faithfully

For and on behalf of messrs.-----

(Name of the manufacturer with date and seal)

Note:

1. *This letter of authorization should be furnished on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.*
2. *Original letter's scanned copy may be uploaded and handed over as and when directed.*

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AFFIDAVIT ON RUPEES 100 NON-JUDICIAL STAMP

1. I am authorized signatory of the agency/firm and competent to sign this affidavit and execute this tender document.
2. I have carefully read and understood whole tender document including all the terms and conditions of the tender and undertake to abide by them.
3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we am/are aware furnishing of any false information fabricated document would lead to rejection at any stage besides liabilities towards prosecution under appropriate law.
4. I/We further undertake that no case/enquiry/investigation is pending with the police/court/vigilance or any government body against the Proprietor/Partner/Director or the Company (Agency).
5. I/We further undertake that none of the Proprietor/Partners/Director of the Agency/agency was or is Proprietor or Partner or Director of the Agency Government have banned/ suspended/ blacklisted business dealings. I/We further report to the NIA, Jaipur immediately after we are informed but in any case not any Agency in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such Agency which is banned/suspended in future during the currency of the contract with you.
6. I/We further undertake that our firm/company is fulfilling all the terms and conditions/eligibility criteria obvious/explicit or implied/implicit recorded anywhere in the tender document. If at any time including the currency of the Contract, any discrepancy is found relating to our eligibility or the process of award of the contract criteria, this may lead to termination of contract and/or any other action deemed fit by the Institute.

Date:
Place:
Seal of the Agency:

(Signature of the Bidder)
Name:
Designation:
Address:

I/We do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

Deponent

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Annexure-A

INTEGRITY PACT

Between

National Institute of Ayurveda Deemed University (hereinafter referred to as "The Employer/Buyer")

And

.....(hereinafter referred to as "The Bidder/Contractor ")

And

.....(hereinafter referred to as "JV Partner/Consortium Members"

(if applicable)

Preamble

The Employer/Buyer invites the bids from all eligible bidders and intends to enter into contract for with the successful bidder(s), as per organizational systems and procedures. The Employer values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder(s) and/or contractor(s).

In order to achieve these goals, the Employer will appoint Independent External Monitor(s) (IEM), who will monitor the bidding process and the execution of the contract for compliance with the principles mentioned above.

Section 1 Commitments of the Employer/Buyer

1. The Employer/Buyer Commits itself to take all measures necessary to prevent corruption and to observe the following principles in this regard:-
 - a) No employee of the Employer/Buyer, either in person or through family members including relatives, will in connection with the bidding for or the execution of a Contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled to.
 - b) The Employer/Buyer shall, during the bidding process treat all bidders with equity and reason. The Employer will, in particular, before and during the bidding process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the bidding process or the Contract execution.
 - c) The Employer/Buyer will exclude from the process all known prejudiced persons.
2. If the Employer/Buyer obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or if there be a substantive suspicion in this regard, the Employer/Buyer will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 Commitments and undertakings by the Bidder/contractor

1. The Bidder/Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the bidding process and during the execution of the contract:
 - a) The Bidder/Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Employer associated with the bidding process or the execution of the contract or to any third person on their behalf any material or immaterial benefit which he/she is not legally entitled, in order to obtain in exchange any advantage of any kind whatsoever during the bidding process or during the execution of the contract.
 - b) The Bidder/contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications,

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certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.

- c) The Bidder/contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/contractor will not use improperly, any information or document provided by the Employer as part of the business relationship, regarding plans, technical, proposals and business details, including information contained or transmitted electronically for purpose of competition or personal gain and will not pass the information so acquired on to others.
 - d) The Bidder/Contractor, when presenting his bid, undertakes to disclose any and all payments made, or is committed to or intends to make to agents, brokers or any other intermediaries in connection with the bidding process and / or award of the contract.
 - e) The foreign Bidder/Contractor, when presenting his bid, undertakes to disclose the name and address of agents and representative in India. Further, Indian Bidder/Contractor when presenting his bid, undertakes to disclose the name and address of its foreign principals or associates.
2. The Bidder/Contractor will not instigate and allure third persons/parties to commit offences outlined above or be and accessory to such offences.

Section 3 Disqualification from Bidding Process and Exclusion from Future contracts

1. If the Bidder(s)/contractor(s), before award or during execution has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility as Bidder into question, the Employer shall be entitled to disqualify the Bidders(s)/ contractor(s) from the bidding process or to terminate the contract, if signed on the ground.
2. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Employer shall be entitled to exclude including blacklist and put on holiday the Bidder/Contractor for any future tenders/Contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Employer taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a period not exceeding two (02) years.
3. A transgression is considered to have occurred if the Employer after due consideration of the available evidence concludes that no reasonable doubts is possible.
4. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Employer's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
5. Subject to full satisfaction of the Employer, the exclusion of Bidder/contractor could be revoked by the Employer if the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4 Compensation for Damages including Forfeiture of Earnest Money Deposit/ Security Deposit/ Performance & Advance Bank Guarantees

1. If the Employer has disqualified the Bidder/Contractor from the bidding process or has terminated the contract pursuant to Section 3, the Employer shall forfeit the Earnest Money Deposit/Bid Security,

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encash contract performance Bank Guarantees in addition to excluding the bidder from the future award process and terminating the contract.

2. In addition to 1 above, the Employer shall be entitled to take recourse to the relevant provisions of the contract related to Termination of contract due to contractor's Default.

Section 5 Pervious Transgressions

1. The Bidder swears on oath that no previous transgression impinging on anti-corruption principles / any malpractice as mentioned in Section-2 has occurred in the last three years immediately before signing of this Integrity Pact, with any other company / any Public Sector Enterprise/ Undertaking in India / any government Department in India.
2. If the Bidder makes incorrect statement on previous transgression as mentioned above in para 1, bidder can be disqualified from the bidding process or the contract, if already awarded, can be terminated on this ground.

Section 6 Company code of conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

Section 7 Independent External Monitors (IEM)

1. The Employer will appoint competent and credible Independent External Monitor for this Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He shall report to CMD of the Employer or a person authorized by him.
3. The Bidder/Contractor accepts that the IEMs have the right to access without restriction to all project documentations of the Employer including that provided by the contractor. The contractor will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The IEMs are under contractual obligation to treat the information and documents of the bidder / contractor / Sub-contractors/ JV partners/Consortium member with confidentiality.
4. The Employer will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Employer and the contractor. The parties offer to the IEMs the option to participate in such meetings.
5. As soon as the IEMs notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Employer (CMD of the Employer or a person authorized by him) and request to discontinue or to take corrective action, or to take other relevant action. The IEMs can in this regard submit non-binding recommendations. Beyond this, the IEMs has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, Independent External Monitor shall give an opportunity to the bidder/contractor to present its case before making its recommendations to the Employer.
6. The IEMs will submit a written report to CMD of the Employer or a person authorized by him within 30 days from the date of reference or intimation to him by the employer and, should the occasion arise, submits proposals for correcting problematic situations.

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7. The Bidder / Contractor accepts that they shall not approach courts while the matter / complaint / dispute has been referred to the IEM in terms of this pact and they shall await IEMs decision before approaching any court.
8. If the IEMs have reported to CMD of the Employer or a person authorized by him a substantiated suspicion of an offence under relevant IPC/ PC Act, and he has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, government of India.
9. The word “ IEM “ will include Singular or Plural.

Section 8 Pact Duration

This pact comes into force from the date of signing by all the parties. It shall expire for the Contractor 12 months after the last payment under the respective Contract, and for all other unsuccessful bidders 6 months after the Contract has been awarded

Section 9 Miscellaneous Provisions

1. This Pact is subject to Indian Law. The place performance and jurisdiction shall be New Delhi.
2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
3. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
4. If the contractor is a JV partnership / Consortium, this agreement must be signed by all the partners of JV / Consortium Partners as the case may be.

The Parties hereby sign this Integrity Pact aton thisday of.....20.....

Employer
Consortium
Member(s)

Bidder/ contractor

Joint Venture Partner(s)/

(As Applicable)

Witness

Witness

Witness

1. _____
2. _____

1. _____
2. _____

1. _____
2. _____

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INSTRUCTION TO THE BIDDERS

1. Before submitting a bid, bidders are expected to examine the Bid documents carefully, if they desire, may visit the work front, fully inform themselves of existing conditions and limitations including all items described in the Bid Documents. No consideration will be granted for any alleged misunderstanding regarding:
2. Any qualified deficiency, errors, discrepancies, omissions, ambiguities or conflicts in the Bid documents, or if there be any doubts as to the meaning of a provision or requirement, the same shall immediately brought to notice of NIA JAIPUR Tendering Dept. in writing, not less than 07 days prior to bid closing date.
3. It is understood that in receiving this bid, NIA JAIPUR assumes no obligation to enter into a contract for the WORK covered by this bid request. NIA JAIPUR reserves the right to reject any or, all unqualified proposals or waive irregularities therein. NIA JAIPUR reserves the right to evaluate each and every proposal and accept the whole or any part of the tender and the Tenderer shall be bound to perform the same at the rates quoted. NIA JAIPUR also reserves the right to reject any or, all bids and accept the bid, which in its opinion, appears to be most advantageous to NIA JAIPUR. Receipt and review of this Bid Request constitutes an agreement of confidentiality between NIA JAIPUR and each of the contracting Firms preparing its Bid. NIA JAIPUR reserves the right to change the form of this request to Bids, or make clarifications thereto, within a reasonable time before date of submission of Bids.
4. General Contractors assumes all safety related responsibility for the site and will furnish and maintain its own safety program for itself and its subcontractors. Contractor are bound to comply with all applicable Environmental, Health & Safety rules, regulations, policies, procedures and guidelines when performing work in the facility or site.
5. Bidders objecting on any grounds to any bid specification or legal requirements imposed by these bidding documents shall provide written notice to NIA JAIPUR within 10 calendar day from the day bid document was made available to public. Failure of a bidder to object in the manner set forth in this paragraph shall constitute an irrevocable waiver of any such objection.
6. **Independent External Monitors (IEM) –**

Either or both of the following Independent External Monitors will have the power to access the entire project document and examine any complaints received by him. In case of any change in IEMs, it will be informed accordingly.

The communication details of the IEMs are as follows: -

a) Shri Devendra Kumar Pathak, IPS (Retd.)
L/G4, Amrapali Sapphire,
Sector-45, Noida, UP- 201303
Mobile No. 9650806205
E-Mail: pathak56515@gmail.com

b) Shri Varanasi Udaya Bhaskar, Ex-CMD, BDL
Flat No. 101, 1st Floor, Block No. B
Shri Balaji Gulmohar Township,
Bachpalle, K V Rangareddy,
Hyderabad- 500090
Mobile No. 09490796474
E-Mail: varudabha@yahoo.co.in

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7. Integrity Pact

- a) The Integrity pact essentially envisages the agreement between prospective vendors / Bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. The format of integrity Pact is enclosed with tender documents. Refer Annexure-18
 - b) The "Integrity pact on Govt. issued Stamp paper of Rs. 100 Duly filled as per enclosed format to be submitted in original. Bidders to ensure that every page of IP is ink signed with company seal/Stamp in every page.
8. Any Drawings or technical information attached/ provided with this NIT is the Intellectual Property of the Company and will be governed by the specific Acts applicable thereto.
 9. Post submission of Tender, such drawings and technical information are to be physically returned. Also, all soft copies are to be destroyed and a self-certification to be submitted during CNC, failing which the processing of bid will not be taken further.
 10. A Bidder is allowed to submit only one Bid under any capacity / status.
 11. E-mail Address for communication: Vendor to provide e-mail address to enable faster communication.

E-BID INSTRUCTION

- a) To participate in the e-Bid submission for NIA Jaipur, it is mandatory for the bidders to get their firms registered with CPP Portal <https://eprocure.gov.in/eprocure/app>