

भारतीय प्रौद्योगिकी संस्थान इंदौर सिमरोल, खंडवा रोड, इंदौर, पिन- 453552

Indian Institute of Technology Indore Simrol, Khandwa Road, Indore- 453552

वैश्विक निविदा आमंत्रण सूचना Global Notice Inviting Tender

Bidding Documents for Supply and Installation of Liquid Chromatography-High Resolution Mass Spectrometry (LCHRMS)

(जामही नाउंक्य किमाम)
15 आवश्यकता की अनुसूची के अनुसार तकनीकी एवं वित्तीय बोली के दस्तावेज़
आवश्यकता की अनुसूची के अनुसार तकनीकी एवं वित्तीय बोली के दस्तावेज़
ऑनलाइन जमा करने हेतु

Document to be submitted online for (Technical & Financial Bid as per Schedule of requirement)



भारतीय प्रौद्योगिकी संस्थान इंदौर सिमरोल, खंडवा रोड, भारत, पिन- 453552

Tel.: 91-0731-6603369/3551 Email: mms@iiti.ac.in

दरभाष:91-0731-6603369/3551

Indian Institute of Technology Indore Simrol, Khandwa Road, Indore- 453552

वैश्विक निविदा आमंत्रण सूचना / Global Notice Inviting Tender (E-Procurement Mode)

Online Tender is invited by IIT Indore (in Two Bid System) from the respective Original Equipment Manufacturers (OEM) their Authorized Distributors/ Dealers/Firms etc. for Supply and Installation of Liquid Chromatography-High Resolution Mass Spectrometry (LCHRMS) at Indian Institute of Technology, Indore with "PART A" as Technical Bids and "PART B" as Financial Bids.

The details are as follows:

| SI. No. | Name of the Item | NIT No. | EMD |
|---------|--|---------|---|
| | Supply and Installation of Liquid Chromatography-High Resolution Mass Spectrometry (LCHRMS) | 695 | Rs. 10,00,000/- (Rupees Ten Lakh Only) Online EMD Submission: Bidder can submit their EMD online by visiting to the below link: https://www.onlinesbi.com/sbicollect/icollecthome.html |

SUBMISSION OF BIDS ONLINE IN TWO BID: https://eprocure.gov.in/eprocure/app

IIT Indore shall not be responsible for non-receipt bids due to internet issues or any other reasons.

For any issues related to tender please contact Material Management Section, Tel: +91- 0731-660 Ext 3551/3408/3546 Email: mms@iiti.ac.in

Deputy Registrar MM Section, IIT Indore उप कुलसचिव

(सामग्री प्रबंधन विभाग) Deputy Registrar (Materials Management Section)

^{*}NIT No. 695 should be mentioned for the purpose of EMD Submission and the Tender No. should be refereed for bid submission/communication etc.

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<u>अनुभाग-1 / SECTION- I</u>

निविदा की अनुसूची/ SCHEDULE OF TENDER

| SI. No. | Event | Date and Time/ Remarks |
|---------|--|--|
| 01 | निविदा दस्तावेज़ डाउनलोड करने की तारीख | January 21, 2025 |
| | Commencement of Downloading of Tender | https://eprocure.gov.in/eprocure/app and |
| | Document | https://www.iiti.ac.in/tender |
| 02 | बोली-पूर्व बैठक के लिए प्रश्न प्रस्तुत करने हेतु | January 21, 2025 |
| | Submission of Queries for Pre-bid meeting | |
| 03 | बोली-पूर्व बैठक की तारीख़ और समय | January 30, 2025, at 03:00 PM |
| | Date & Time of Pre-Bid Meeting | • |
| 04 | बोली-पूर्व बैठक स्थल | Pre-bid meeting will be done Online on |
| | Venue for Pre-Bid Meeting | Google Meet at 03:00 PM |
| | venue for the Bid Moeting | Link: meet.google.com/kwn-nbmt-cyw |
| | | The pre-bid report will be uploaded on |
| | | the website & CPPP and the same will |
| | | be a part of the tender document |
| 05 | ऑनलाइन बोली जमा करने की अंतिम तिथि | February 18, 2025, up till 03:00PM, |
| | और समय (तकनीकी और वितीय बोली) | (IST) |
| | Last date & Time of Submission of Bids | Please refer NIT Documents |
| | Online (Technical and Financial Bid) | |
| 06 | तकनीकी बोलियाँ खोलने की तिथि एवं समय | February 19, 2025, at 03:00 PM, (IST) |
| | Date & Time of Opening of Technical Bids | Please refer NIT Documents |
| 07 | निविदा के संबंध में सभी संचार को संबोधित | Deputy Registrar, MM Section |
| | करने हेत् | 4th Floor, Abhinandan Bhawan |
| | All communications with respect to the | (West Wing), |
| | tender shall be addressed to: | Indian Institute of Technology, Indore |
| | | Khandwa Road Simrol, Indore- 453552 |
| | | Tel.: 0731-660 Ext 3551/3546 |
| 0.0 | | Email: mms@iiti.ac.in |
| 80 | किसी भी आवश्यक सहायता के लिए संपर्क करे | CPP Portal website: |
| | For any assistance required | www.eprocure.gov.in |
| | i or any assistance required | CPP Portal Help Desk Toll-Free No.: |
| | | 18002337315, 180030702232 |

Deputy Registrar MM Section, IIT, Indore

उप कुलसचिव (सामग्री प्रबंधन विभाग)

Deputy Registrar (Materials Management Section)

<u>अनुभाग-2 /SECTION-II</u>

ऑनलाइन बोली जमा करने के लिए बोलीदाताओं को निर्देश

INSTRUCTIONS TO THE BIDDERS FOR ONLINE BID SUBMISSION

भाग - 1 / PART-I

1. The tender shall be submitted in accordance with these instructions and any tender not confirming to the instructions as under is liable to be rejected. These instructions shall form the part of the tender and the contract.

2. For Online Bid Submission as per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL:http://eprocure.gov.in/eprocure/app). The bidders are requested to submit the copies of their bids electronically (digitally) on CPP Portal, using valid Digital Signature Certificates.

More useful information regarding submission of the online bids is available/obtained at URL:http://eprocure.gov.in/eprocure/app on the CPP Portal.

3. For Registration: Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (<u>URL:http://eprocure.gov.in/eprocure/app</u> by clicking on the link "Click here to Enroll".

4. The Bidder(s) may note that ONLINE BIDS will ONLY be accepted. All the requisite supporting documents mentioned in the bid document must be uploaded On-line http://eprocure.gov.in/eprocure/app. The Bids sent through FAX, E-mail, by hand and/or by any post/courier shall not be accepted/ processed, in any case.

5. The bidders may submit duly filled and completed bidding document ONLINE as per instructions contained in the bidding documents. Incomplete bid shall be liable to be rejected. The conditions of tender shall be governed by the details contained in complete bid document.

6. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time. The IIT Indore reserves the right to accept or reject any or all the bids at any stage.

7. The detailed instruction for online submissions of bid(s) through e-procurement module of Central Public Procurement of NIC, the bidder(s) may visit following link:- http://eprocure.gov.in

More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.

भाग - 2 / PART- II - ASSISTANCE TO BIDDERS

- 1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

जप कुलसचिव (सामग्री प्रवंचन विभाग) Deputy Registrar (Materials Management Section)

<u>अन्भाग-3 /SECTION- III</u>

सामान्य नियम और शर्तें GENERAL TERMS AND CONDITIONS

भाग - 1 / PART - I

1. <u>Bidder:</u> Tenders are invited only from <u>Original Equipment Manufacturers</u> OR their <u>Authorized Distributors/ Dealers/Firms etc.</u>, Vendors are requested to <u>attach valid proof</u> to show that they are the Authorized Dealers of the brand that they are quoting for the manufacturers of the product. Bids/Quotations of the internationally recognized brand from authorized dealers only will be accepted.

2. Tender Type: <u>Two- Bid through Online Mode</u>.

- (a) Technical Bid (COVER- 1): Technical bid will be opened on the due date for technical evaluation of bids. The technical evaluation matrix will be uploaded on CPP Portal for intimation to the firms. The technically disqualified firms can represent disqualification within a week of uploading of technical evaluation matrix on CPP Portal. Nonrepresentation within the stipulated time the tender will be processed further and no representation will be accepted thereafter.
- (b) Financial Bid (COVER- 2): The financial bids of technically qualified responsive bidders will be opened.

3. Pre-Bid Meeting:

- i. Bidders are requested to attend a Pre-bid conference for clarification on the Tenders' technical specifications and commercial conditions, on the time, date, and place mentioned therein. Participation in such a Pre-bid Conference is not mandatory. If a bidder does not participate or submit any query, then no subsequent representations from them regarding the Technical/ commercial specifications/ conditions shall be entertained.
- ii. In view of the above, prospective bidders are advised to submit their doubts/questions/clarifications as per FORM-IX, if any, bearing tender no., title and marked "Queries for Pre-Bid Meeting" through Mail, (Mail ID: mms@iiti.ac.in) as per the schedule mentioned in the SECTION-I.
- iii. Any modification of the bidding documents which may become necessary as a result of the Pre–Bid meeting shall be made known to all the prospective bidders by the Evaluation Committee through a notification of amendment on the website of the IIT, Indore, and CPP Portal no queries will be entertained beyond the date of pre-bid meeting.
- iv. Bidders are totally responsible for incorporating/complying with the changes/ amendments issued if any during pre-bid meetings in their bid
- 4. Bid Submission: Bidders are requested to submit the bids after the date of submission of bid or from the date of pre-bid meeting report, considering the changes made if any, during the pre-bid meeting.
- 5. Late Bids: IIT Indore shall not be responsible for non-receipt of bid due to internet issues or any other reasons.
- 6. **Bid Validity:** The bids shall be valid for a period of **180 days** from the date of opening of the tenders.

- 7. **Modification and withdrawal of bids:** No bid can be modified subsequent to the deadline for submission of bids. No bid can be withdrawn after the deadline for submission of bids and the expiration of the period of bid validity.
- 8. Opening of Tenders: The decryption of the bids would be done as specified schedule mentioned in the tender document on the Central Public Procurement Portal. In the event of the specified date of Bid opening being declared a holiday for the IIT Indore the Bids shall be opened at the appointed time and location on the next working day.

9. Bid Security (EMD):

- a. Earnest Money Deposit (EMD) / Bid Security (BS) has to be submitted by bidders except those who are registered with:-
 - (i) Micro and Small Enterprises (MSEs)
 - (ii) Central Purchase Organization (CPO)
 - (iii) Concerned Ministry / Department.
 - (iv) Startups as recognized by the Department for Promotion of Industry and Internal Trade (DPIIT).
 - **b.** In case the unit is not covered as above, the EMD should be submitted online via https://www.onlinesbi.sbi/sbicollect/icollecthome.htm and the payment reference should be attached in PDF with Cover I
 - c. The EMD will be returned to the unsuccessful bidders within 30 days after the placement of order or within 30 days from the date of technical rejection or after the completion of the validity of the bid.
 - d. The EMD will be forfeited if the technically qualified L-1 bidder fails to accept the order based on his/her offer/bid or fails to supply the items.
 - e. No interest will be payable by the bidder on the Earnest Money Deposit.
 - f. The Earnest Money of the successful bidder shall be returned on receipt of Performance Security. If the successful bidder fails to furnish the performance security or fails to supply the item as per Purchase Order (PO) terms and conditions within the stipulated period, the earnest money shall be liable to be forfeited by IIT Indore.
- 10. Bid Evaluation Procedure: For the purpose of selection of the bidder, a two-stage bidding process will be followed.
 - a) The technical evaluation committee shall examine the bids to confirm that all documents and technical documentation requested in <u>SECTION- 5</u> have been provided, and to determine the completeness of each document submitted. <u>If any of these documents or information is missing, the offer shall be liable to be rejected.</u> The financial bid will be opened only for the bid which submits all the required necessary documents and is verified by the technical committee as technically qualified responsive bidder as per NIT.
 - b) The response to the tender should be submitted in two parts viz. Technical Bid & Commercial Bid.
 - c) Evaluation will be done strictly on Pre-Qualification, Technical criteria and Unpriced Technical Bid as mentioned in <u>SECTION 5 (PART- I, II & III)</u>. If required, the committee may invite the bidders to demonstrate the specification, features of the quoted item as part of the technical evaluation.
 - d) For Indigenous supply, All the bid shall be evaluated on the basis of final landed cost at IITI which includes all taxes, duties and other charges. If bidders quote different GST slabs for a product, then IITI will follow HSN code and GST rules of GOI for uniform comparison of all bids.

11. Award Criteria:

- a) The Purchaser reserve the rights to award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- b) Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or e-mail that the bid has been accepted and a separate purchase order shall follow through post
- c) The successful bidder should submit Order acceptance within 02 days from the date of issue of order/signing of contract, failing which it shall be presumed that the vendor has accepted the order.

12. Purchaser's Rights:

- a) The Purchaser reserves the right to accept or reject any bid at any stage and to annul the bidding process and reject all bids at any time prior to award of Contract.
- b) The Purchaser reserves the right to increase or decrease the quantity to an extent of 25%(maximum) of the required goods/items, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period)
- c) IIT Indore reserves the right to call for techno-commercial/price negotiations. The com should depute a competent representative for such discussion/negotiations whenever calle and he shall be competent to make on-the-spot decisions.
- 13. Fall Clause: The price quoted by the supplier should not be higher than the maximum retail price, if any, for the stores and the same shall not be higher than the price usually charged by the supplier for stores of the same nature, class or description to any other purchaser. The price charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier sells the stores of identical description to any other person during the period till performance of all supply orders placed during the currency of the contract is completed.

14. Place of Delivery & Schedule:

LCMS Lab, SIC building, IIT Indore, Simrol, Khandwa Road, Indore – 453552, from Monday to Friday between 10:00 A.M. to 05:00 P.M. and should be delivered within the given schedule.

Contact No. of Central Stores Section: 0731-6603413,3506 or Email: css-mms@iiti.ac.in

- 15. Guarantee/ Warranty: The equipment should be covered with a 5 years comprehensive onsite warranty against any manufacturing defect. Warranty certificate should be submitted with the bill(s).
 - a) Any deviation in the material and the specifications from the accepted terms may be liable to be rejected and the bidders need to supply all the goods in the specified form to the satisfaction / specifications specified in the order / contract and demonstrate at their own cost.
 - b) Upon receipt of notice for defective material, the firm shall replace the defective material, free of cost at the destination within 15 days of receipt of the notice. No claim whatsoever shall lie on IIT Indore for the replaced goods, thereafter. If the firm fails to replace the defective goods within a reasonable period, IIT Indore may proceed to take such remedial action as may be necessary, at the company's risk and cost.

- 16. PREDISPATCH- The firm should arrange the pre-dispatch inspection prior to packing & dispatching of the item, if asked by the IIT Indore. The firm should share the entire details of the quoted items with original images, catalog and schematic diagrams before packing. Virtual/Online or physical inspection may be done by the IIT Indore technical committee.
- 17. Insurance: Wherever necessary, the goods supplied under the contract, shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the contract. If considered necessary, insurance may cover "all risks" including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure to be incurred by the Procuring Entity for receiving the goods at the destination.
- 18. PRE- INSTALLATION: Please also mention the pre-installation requirements for the equipment like ambient temperature, humidity, civil work, weather specifications, power specifications, etc. When items are provided full performance satisfaction should be demonstrated.
- 19. INSTALLATION & COMMISSIONING: BIDDER shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty period and thereafter as mentioned in the contract. Installation demonstration to be arranged by the supplier free of cost and the same is to be done within 30 DAYS of the arrival of the equipment at site. For delayed in delivery or in satisfactory, installation, commissioning, testing & training the liquidated damages will be imposed @ 0.5% (Half Percent) per week subject to a maximum of 10% of the total value of supply order & beyond 10% subject to approval of IIT Indore.

20. Liquidated Damages: -

- a) As Time is the essence of an order, the date of delivery should be strictly adhered to, otherwise the delivery in full or in part may not be accepted and penalty for **Late delivery** will be imposed @ 0.5% (Half Percent) per week subject to a maximum of 10% of the total value of supply order & beyond 10% subject to approval of IIT Indore.
- b) For delayed in satisfactory, installation, commissioning, testing & training the liquidated damages will be imposed @ 0.5% (Half Percent) per week subject to a maximum of 10% of the total value of supply order & beyond 10% subject to approval of IIT Indore.
- c) Non- Delivery of material/service may lead to forfeiture of PBG and debarment of the supplier.
- 21. Loading/Unloading in the scope of supplier, in case of labour arranged by the IIT, Supplier or his representative/ transporter need to pay the charges Rs. 300/- per person engaged. Also, any of packing material handed over to store department in segregated manner in the scope of supplier Non-compliance of this term Rs. 300/- per person amount to be deducted from the supplier's bill.
- 22. Shipping, Packaging and Labeling: All Material purchased hereunder must be packed and packaged to ensure its safe delivery in accordance with good commercial practices and where incorporated, the IIT, Indore packaging specification. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' destination and the absence of heavy handling facilities at all points in transit, including the final destination. It is the sole responsibility of the vendor to provide/replace the item/goods if it is lost or broken during the shipping or transportation due to whatever may be the reason.

- 23. Inspection: The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser. Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 24. Patent Rights: The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.
- **25.** Subletting of Work: The firm shall not assign or sublet the work/job or any part of it to any other person or party. The tender is not transferable. Only one tender shall be submitted by one tenderer.
- 26. No correspondence/discussion/visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tenders for technical discussions/ price negotiations. Any violation of this will render the quotations invalid and the firm is liable to be blacklisted.

भाग - 2 / PART - II

1. Any bidder from a country sharing a land order with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT) as per vide Ministry of finance OM No. 6/18/2019-PPD dated 23rd July 2020.

- 2. <u>Benefits to Micro and Small (MSEs)/Start-Up will be applicable</u> under PP Policy 2012 fro MSEs as per MSE guidelines issued by MoMSME
- 3. The Public Procurement (Preference to Make in India) will be applicable under Order 2017, DIPP, MoCI Order no. P-45021/2/2017-B.E.II dated 15th June 2017 and its subsequent amendments.
- 4. **FURNISHING FRAUDULENT INFORMATION/ DOCUMENT-** False declarations will be in breach of the Code of Integrity under Rule 175 (1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- 5. IIT Indore is a green zone campus, hence, after delivery and acceptance of item suppliers should take back the waste packing material such as plastic, wrapping paper, and toxic material. Further, any wooden packing material is to be handed over to the store.
- 6. Force Majeure: Neither the contractor nor the institute shall be liable to the other, for any delay in or failure of their respective obligations under this control caused by occurrences beyond the control of either party because of fire, floods, acts of God, acts of public enemy, wars, riots, strikes, lockouts, sabotage, fire, floods, explosion, epidemic, quarantine restrictions, any law statute or ordinance order actions or regulations of the Government or any compliance there is similar to the above. Either party shall promptly notify the other of his commencement and cessation of such contingency and prove that such is beyond the controls and effects the implementation of this contract adversely.
- 7. Please inform the IIT Indore in writing whether the owner of the firm or any of their partners/employees has close relations working with IIT Indore. This is for record only.
- 8. IIT Indore reserves the right to modify/alter/Insertion or deletion on any part of the tender document to ensure fulfillment of its material & service requirement at any stage.
- 9. The instructions about bidding given in this advertisement and the Tender Documents should be read thoroughly before bidding. IIT Indore reserves the right to accept or reject any or all quotations at any stage without assigning any reason whatsoever it may be.
- 10.Breach of Terms and Conditions: IIT- Indore reserves the right to accept or reject or cancel any or all inquiries or quotations at any stage without assigning any reason thereof. In case of cancellation of order due to Non-compliance of with Terms and Conditions and Breach of the Contract, No compensation will be paid towards the progress of order/procurement.

11. Representation against the disqualification:

i) The bidder has the right to submit a representation to the Deputy Registrar (MM) within 02 days from the date of intimation via email or as per specified timeline in the communication.

- ii) The representation of the bidders will be reviewed by the technical committee and the appropriate response will be shared via email.
- iii) In case of no response of the firm against any communication from IITI within the specified time period, it will be presumed that the query has been resolved and no further communication on the said point will be considered.
- 12. Governing Law: The order placed will be a contract between the supplier and the buyer and shall be governed by the LAWS of India and under the contract shall be taken by the parties only in Indore, India to competent jurisdiction. All Domestic and International disputes are subject to Indore jurisdiction only.
- 13. Conflict of Interest among Bidders/Agent: The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - a. they have controlling partner (s) in common; or
 - b. they receive or have received any direct or indirect subsidy/financial stake from any of them; or
 - c. they have the same legal representative/agent for purposes of this bid; or
 - d. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
 - e. The bidder participates in more than one bid in this bidding process. Participation by a bidder on more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/subassembly/assemblies from one bidding manufacturer in more than one bid.
 - f. in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 - i. The principal manufacturer directly or through one Indian agent on his behalf; and
 - ii. Indian/foreign agent on behalf of only one principal.
 - g. Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
 - h. In the case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/ management units in same/similar line of business.

<u>Note</u> – Non-compliance of the above-mentioned points may disqualify your offer for further consideration.

<u>अन्भाग-4 /SECTION - IV</u>

विशेष नियम एवं शर्तें / SPECIAL TERMS AND CONDITIONS

1. Payment: No advance payment will be made in any case. Payment will be released through wire transfer/bank RTGS transfer after Supply, installation testing, inspection& commissioning of the item(s) and if found satisfactory with regard to quality, quantity and specifications ordered. The payment will be released after statutory deductions within 30 days. For the payment, the firm has to submit Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value; challans(s),bank details/cancelled cheque, installation report, performance bank guarantee (if asked) etc. to the Assistant Registrar MM Section, IIT Indore.

In case of indigenous, the payment term may be:

- (i). 80% of the order value will be paid against delivery of the goods received in good condition at IIT Indore and accepted by the user department.
- (ii). 20% of the balance payment will be paid after satisfactory Installation, Commissioning, Testing & Training of the IIT employees and submission of performance bank guarantee.

In case of import, the payment term will be:

- (i) 100% through Letter of Credit (LC)/Wire Transfer 80% payment will be released against dispatch documents by our authorized banker.
- (ii) 20% balance after satisfactory Installation, Commissioning, Testing & Training of the IIT employees and submission of performance bank guarantee.
- 2. In case of import, the below mentioned calculation will be followed to arrive at the technically qualified lowest responsive bidder:

| SI. No | INCOTERMS | Details of Add on cost for FORD upto IIT Indore | | |
|--------|--|---|--|--|
| 1. | EXWORKS | ADD ON 25% of EXWORKS PRICE against inland freight, export | | |
| | | clearance, air freight, insurance, loading & unloading, custom duty | | |
| | | (@5.15%), IGST (@18%), custom clearance, stamp duty etc., | | |
| | | transportation. | | |
| 2. | FCA/FOB | ADD ON 20% of FCA/FOB PRICE against export clearance, air | | |
| | | freight, insurance, loading & unloading, custom duty (@5.15%), | | |
| | PRINCIPLE AND ADDRESS OF THE PRINCIPLE AND AD | IGST (@18%), custom clearance, stamp duty etc., transportation. | | |
| 3. | CIP/CIF | ADD ON 15% of CIP/CIF PRICE against insurance, loading & | | |
| | 773374 | unloading, custom duty (@5.15%), IGST (@18%), custom | | |
| | | clearance, stamp duty etc., transportation. | | |
| 4. | FORD IITI | ADD on 5.15% against Custom Duty and IGST (@18%) | | |

3. Concession/Exemptions:

For Import Supplies – As per Govt. of India Notification No. 51/96 Custom dtd. 23rd July 1996, (Substituted under Notification No.43/2017 dtd.30th June 2017) Concessional Custom Duty is applicable to IITI for all purchases which are essential for research @ 5.15%. IGST @ 18% will be applicable on the assessable value and custom duty. We shall provide all the documents under this notification to enable you to clear the goods. Please state clearly that this certificate is required. The supplier shall pay and bear all other liabilities, taxes and duties not specifically agreed by the Purchaser in the contract. The Custom Duty Exemption Certificate will not be provided if quoted in Indian currency.

4. DISPATCH OF THE CONSIGNMENT:

- a. Once the Cargo is dispatched a complete set of shipping documents viz Original Invoice, AWB, Packing List, Warranty Certificate, Certificate of Origin etc., must be sent by email to mms@iiti.ac.in.
- **b.** The shipping documents must be sent by courier duly issued to IIT Indore along with the details of the consignment for issuing of necessary documents, if required.

5. BANK CHARGES:

- **a.** All Bank Charges in India to be borne by Importer and Foreign Bank Charges to be borne by Beneficiary.
- **b.** In case of any amendment the entire charges will be borne by the Beneficiary.
- 6. CLEARANCE OF CONSIGNMENT AT AIRPORT/SEAPORT: The day the Cargo is cleared from customs, the same will be dispatched to IIT Indore with intimation to the MM Section, IIT Indore @ mms@iiti.ac.in.

7. Performance Security:

- a. Within fourteen days (or any other period mentioned in Tender Document or Contract) after the issue of Purchase Order by the Procuring Entity, the firm shall furnish to the IITI, performance security, valid up to <u>sixty days</u> after the date of completion of all contractual obligations by the contractor, including the warranty obligations.
- b. The <u>5%</u> amount of the order vale shall be stipulated in Tender Document or Contract denominated in Indian Rupees or the currency of the contract and shall be in one of the following forms.
- c. Bank Guarantee issued by a commercial bank in India, in the prescribed form provided in FORM- X.
- d. If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.
- 8. Delivery: Free delivery at IIT Indore inclusive of freight, Insurance and unloading charges.
- 9. In case the equipment offered requires maintenance after the expiry of the warranty, please indicate the approximate cost of comprehensive and on-call basis maintenance and also the availability of local support or otherwise.

10. Please note clearly that the Bids sent through FAX, E-mail, by hand and/or by any post/courier shall not be accepted/ processed, in any case.

Deputy Registrar (MM) उप कुलसचिव (सामग्री प्रबंधन विभाग) Deputy Registrar (Materials Management Section)

<u>अनुभाग-5 / SECTION- V</u>

पूर्व योग्यता मानदंड/Essential Qualification Criteria

भाग - 1 /PART - I

LIST OF DOCUMENTS TO BE UPLOADED WITH TECHNICAL BID

| SI. No. | Details | Supporting Document Should Submitted |
|--|--|---|
| 1. | The Bidder should be OEM/Authorized/Distributors/Dealers/Firms etc. and should have the existence of firm for a minimum period of 5 Years. | Valid Certificate Incorporation/Registration Certificath the firms. |
| 2. | Bidder should submit a valid Manufacturers Authorization & Warrant Support Declaration Form (In case Bidder is not an OEM) specific to this tender. As per enclosed FORM- II | The authorization letter and warranty support declaration should be on the Letterhead of the concerned OEM. In case of Authorized/distributor/dealer/agent Copy of the valid authorization, the certificate shall be enclosed. Offer submitted without proper authorization shall be liable to be rejected summarily. |
| 3. | The firm should have a strong technical support team available in India to rectify the technical issues related to the Supply and Installation of Liquid Chromatography-High Resolution Mass Spectrometry (LCHRMS) supply within 24 Hrs. | Bidder should enclose the details of service support (Escalation Matrix details). |
| 4. | Udyam Certificate if bidder claim MSEs should be as per GeM_GTC Clause 04, Point no (xiii), m, (i) Note: Exemptions for MSE's under this clause shall be given to only those bidders who are OEM and have a valid UDYAM certificate with major activity as "Manufacturing" Traders/Authorized Dealers shall not be eligible for any exemption. | Self-certified copies of documents. |
| 5. | Startup Certificate if bidder claim as a startup | Self-certified copies of documents. |
| 6. | WORK EXPERIENCE: The Vendors / Bidders should have work experience as per the following parameters. Three similar completed work costing not less than ₹ 70,00,000/- (Rupees Seventy Lakh only) in last 3 | Work orders and satisfactory completion valid certificates issued by respective buyer organization of the above order in support of experience to be |
| (33)00 ********************************** | (Three) years for any Govt./Semi Govt./Centrally Funded Technical Institutes (CFTI) which includes IITs, IISERs, IIMs, NITs, IIITs, IISc and IIEST), CSIR Institutes, Central Universities and /or DAE | enclosed. Without submission of completion certificate the experience will not be considered. |

| TENDER | R No.: IITI(MM)/SIC/1/1A/695/SS/2024-2025 | |
|--------|---|-----------------------------------|
| | Institutes (NISER, TIFR) where they have | The valid certificate should be |
| | completed the similar works. | in Letter Head of the |
| | OR Two similar completed work costing not less than | concerned government |
| | ₹ 93,00,000/- (Rupees Ninety-Three Lakh only) in | organization with authorized |
| | last 3 (Three) for any Govt./Semi Govt./Centrally | signatory. |
| | Funded Technical Institutes (CFTI) which includes | |
| | IITs, IISERs, IIMs, NITs, IIITs, IISc and IIEST), | |
| | CSIR Institutes, Central Universities and /or DAE | |
| | Institutes (NISER, TIFR) where they have | |
| | completed the similar works OR | |
| | One similar completed work costing not less than | |
| | ₹ 1,62,00,000/- (Rupees One Crore and Sixty-Two | |
| | Lakh only) in last 3 (Three) years for any | |
| | Govt./Semi Govt./Centrally Funded Technical | |
| | Institutes (CFTI) which includes IITs, IISERs, IIMs, | |
| | NITS, IIITS, IISc and IIEST), CSIR Institutes, | |
| | Central Universities and /or DAE Institutes | |
| | (NISER, TIFR) where they have completed the similar works. | |
| | Note: Similar work means Supply and | |
| | Installation of Liquid Chromatography-High | |
| | Resolution Mass Spectrometry (LCHRMS). | |
| 7. | Bidder Information | As per enclosed FORM - VI |
| 8. | List of other Govt. Departments, Public Sector | As per enclosed FORM - VII |
| | units and Central Autonomous Bodies for which | 11.1 |
| | the bidder is supplying material or having the similar type of contracts and a valid certificate | |
| | regarding the satisfactory performance of the | |
| | contract. | |
| 9. | Bidder Acceptance of Tender Document | As per enclosed FORM - VIII |
| 10. | The bidder should not have been blacklisted by | As per enclosed FORM - V |
| | any Government / Semi Government / Board | |
| | /Corporations /Autonomous Body/ PSU. An | |
| | undertaking/declaration in this regard should been | |
| | closed. If any such matter i.e. of blacklisting /suspension is subjudice, even then the concerned | |
| | firm shall be technically disqualified. | |
| | "If any one or more Partner/ Directors of any | |
| | debarred/blacklisted agency promotes or forms a | |
| | new contracting firm or a sister-concern firm of the | |
| | said debarred/blacklisted agency, then it shall also | |
| | be considered as a debarred /blacklisted firm". | (Declaration from OFA) |
| 11. | The quoted products should not be under end of sales next 5 years or end of support in next 10 | (Declaration from OEM/ Authorized |
| | years from the date of submission. | Distributors/Dealers/firms should |
| | yours nom the date of dubinious. | be submitted) |
| 12. | Make In India- Class-I or Class-II Local Supplier | A Self-Declaration Certificate |
| | 1 | regarding "Class-I or Class-II |
| 1 | | |
| | | Supplier" for the tendered item |
| | Page 17 of 43 | |

| FENDER | No.: IITI(MM)/SIC/1/1A/695/SS/2024-2025 | •, |
|--------|---|--|
| | | submitted. However, the item is exempted under (The OM No. F.4/1/2023-PPD (pt.) dated-28/06/2024 issued by Ministry of Finance, DoE under Rule 161(iv) of GFR-2017 for issuance of GTE for procurement of Medical Devices is applicable to this tender.) Accordingly, non -local supplier can also participate. |
| 13. | FINANCIAL TURNOVER: The Bidder Annual Financial Turnover should more than ₹ 2.30 Crore during the past three financial years namely 2021-22, 2022-23 and 2023-24. And In case of OEM, the Average Annual Turn Over of OEM should be ₹ 9.20 Crore during the past three financial years namely 2021-22, 2022-23 and 2023-24. The Vendors / Bidders should not have incurred any loss during the last 3 (Three) years (as of 31st March 2024). Profit after Tax should be positive for the above-mentioned period. | As per enclosed FORM VIII and Attach a separate neatly typed sheet on the letter head of Registered Chartered Accountant OR enclose copies of audited Balance Sheet and Profit & Loss Statement for the previous 3 financial year as specified in bid document and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet. |
| 14. | Solvency Certificate required of ₹ 1,84,00,000/- for bidder. | The certificate should be on the letter head of the bank. This certificate should have been issued within 6 months from original date of the submission of tender. |
| 15. | Integrity Agreement: Signed Copy of the agreement should be submitted on the firm's letter head. | As per enclosed FORM XV |
| 16. | Price Reasonability Certificate (To be submitted on Firm/Company Letterhead) | As per enclosed FORM XIII |
| 17. | Undertaking (To be submitted on Firm/Company Letterhead) | As per enclosed FORM XIV |
| 18. | CATALOGUE: Firm should share the item wise catalogue of the offered product along with the technical bid. Make and model no. of item must be mentioned along with detailed specification Non-Compliance with any of the above condition | · |

Note: Non-Compliance with any of the above conditions by the bidders will amount to non-eligibility for which tender has been floated and its bid shall be liable to be rejected summarily.

Signature & Seal of Bidder

<u>अन्भाग-5 / SECTION- V</u>

तकनीकी विशिष्टता / Technical Specification

भाग - 2 /PART - II

(Bidder should submit compliance matrix along with Technical Bid)

Item details and technical specifications as mentioned below: <u>Supply and Installation of Liquid Chromatography-High Resolution Mass Spectrometry (LCHRMS).</u>

| Sr. No. | Ι | Description/ Specification | Qty. | Compliance Yes/No | Deviation if any |
|------------|--|--|-----------|----------------------|--|
| | HRMS) Facility si small molecules of biomolecules s 2. To satisfy all the have the following • LC and HRM integration ar • The complet same series/ • The quoted I | S should be from the same vendor for seamless of better post-sales service support. e UHPLC configuration/modules must be of Integrated and must not be mix and match. HRMS equipment must have compatibility with and nano source for future upgradation for oplications. | 01 No. | | |
| • | i) LC pump: | | | | 100 |
| | Pump | Quaternary gradient pump | | | |
| 1. | Flow rate | 0.01 to 2 ml/min or better in 0.001 ml (gradient) | | | A-management |
| | Pressure range | at least 14000 psi or better | | | |
| | Reservoir System | Mobile phase reservoir system to accommodate at least 4 bottles. | | | |
| | Degasser | Online/Inline degasser with 4 or more channels | | | |
| | System delay volume | < 500 µL or better | | | |
| | ii) Auto sampler: The auto-sampler sh racks | ould have capacity to hold multiple sample vial | | 4 | a de la mantina de la companio de la |
| | | 0.1 to 100 μl | | | ng ang proposition and an angelong an angelong an angelong an angelong and an angelong an angelong an angelong an angelong an angelong and an angelong an angelong an angelong and an angelong and an angelong |
| | Capacity of sample tray | 90 vials (1.5 to 2 ml vial holder) or more | | | |
| | Temperature range | 5°C to 40°C | | | |
| | Sample carryover | < 0.003 % or better | | | |
| | iii) Column oven | | | . | |
| | Temperature range | Range should be 20°C to 80°C or better | | | |

| Column Oven | At least one column of ≥ 10 cm length or | |
|--|---|--|
| Capacity | better | |
| Columns | Sub 2 um UHPLC columns (2 each): | Compliance Deviation |
| | C18, 150 X 2.1 mm, | Yes/No if any |
| | C18, 100 X 2.1 mm, | |
| | C8 150 X 2.1 mm, | |
| | C8 100 X 2.1 mm; | |
| | HILIC 100 X 2.1 mm, | |
| | two suitable microbore columns: | |
| | 150 X 1.0 mm, 5um/3.5um 100 X 1.0 mm, 5um/3.5um or equivalent for | |
| | proteomics application. | |
| | desalting columns for intact protein analysis | |
| | should be provided with instrument. | |
| iv) Detector: PDA o | | 41 |
| Wavelength range | 200 to 800 nm | |
| Wavelengths | The detector must be able to record multiple | ************************************** |
| 3 | channels plus 3D data simultaneously | Washington and the second and the se |
| Flow cell volume | Should be 1 microliter or less with 10mm | į |
| and path length | path length | |
| | dware Specifications: Q-TOF Mass | |
| Spectrometer | | |
| | Mass Spectrometer model comprising of a | 1.5 |
| _ | ation of various mass to charge ratios, Time of | |
| • | ing accurate mass information up to 4 decimal | Visco |
| | ing accurate mass information up to 4 decimal | e in the second |
| places. | | * |
| i). Mass Analyzer | • | |
| TI LIDIAO I | t worth a shield as a lating OTOF with | |
| | strument must be a high resolution QTOF with solution FWHM at around m/z 1000 or Orbitrap | |
| | 00 Resolving power @ 200 m/z. The Resolution | |
| | st be mentioned on the vendor's specification | |
| | other data/proof will be accepted. | |
| ĺ | vity, pico molar to Micro molar range, | |
| <u> </u> | n at high energy (CID). | |
| _ | alyzer should have a quadrupole followed by a | |
| | & a TOF tube /Orbitrap analyzer. It should | |
| | n orthogonal acceleration time of flight mass | ************************************** |
| | for MS and MS/MS analysis. | |
| • | | |
| | ass Analyzer should have: | |
| | s Range: at least 40,000 m/z or better | |
| • | ole Mass Range: | |
| | m/z or better in non-resolving mode for QTOF | |
| | 000 m/z or better for Orbitrap or equivalent | |
| | 4000 m/z or better in resolving mode | |
| | ate/Scan speed: 30 Spectra/Hz per second or | |
| i | h MS & MS/MS mode | |
| | emperature: The instrument must have capability | |
| | es or higher desolvation temperature in both ESI | a mary mary mary mary mary mary mary mar |
| and APCI or | ESCI ionization modes | *************************************** |
| | 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | 3 |
| Mass Accura modes. | acy:1 ppm or better for both MS & MS/MS | |

- Linear Dynamic Range: ≥ 5 orders or better
- The system should include a Collision cell for Collision induced dissociation (CID) experiments with both low energy and high energy analysis in a single run.
- Sensitivity: For 10 pg of known company MS standard (e.g Reserpine) s/n ratio should be 2000:1 or better for MS. (Documentary evidence must be submitted for bid evaluation).

ii). Ionization Source:

- The instrument must be equipped with dual/combined/multimode ESI and APCI or ESCI ionization source.
- The sources should be software switchable without manual intervention
- Instrument should have auto calibration feature
- Flow rates from 1-2000 µL/min or better without flow splitting
- Auto-lock mass/reference mass facility should be available
- Probe for solid sample analysis compatible with instrument

iii). Modes of Operation:

- MS Scanning
- MS/MS product Ion Scanning
- The software should be capable of data acquisitions whereby high and low collision energy data is acquired simultaneously to provide fragmentation data for all detectable molecular ions.
- The operation should have an internal mass correction technique for better mass accuracy.
- The instrument should be capable of internal reference mass correction for MS and MS/MS operation without losing sensitivity.
- Direct Infusion: Syringe pump or equivalent for direct infusion of samples.

C) Data acquisition workstation with software:

Original and licensed software, computer or workstation and all interfacing hardware and software for instrument control, data acquisition and data processing must be supplied compatible to the LC-HRMS system should be quoted.

- Processor: Intel Processor (4.0 GHz) or better.
- Operating system: Windows 10 or latest version, 64 bit or better
- RAM: 64GB or better
- 27-inch HD monitor display or better
- Separate workstation for Data Processing of small molecules/chemistry; metabolites, metabolomics and Data Sharing with internet connectivity.

D) Operating Software

- Integrated sample or calibrant delivery system with automated mass calibration.
- The software should have the capability for assigning structures by taking fragment ion spectra into account and automatically calculating fragments based on algorithms.

- The software should be able to define adducts present in the sample for automatic compound ion identification.
- The software should be capable of data independent acquisitions whereby high and low collision energy data is acquired simultaneously to provide fragmentation data for all detectable molecular ions.
- Dedicated software and workstation should be provided for targeted and non-targeted Metabolomics and Lipidomics workflows as well as other related and relevant applications should be provided and quoted. The software should have the capability to perform statistical analysis like Principal component Analysis (PCA), S plot, Heat Plot etc.
- The software should incorporate a fully customizable report format and printing capability.
- The software should perform deconvolution for proteins and peptides.

E) Accessories & other Terms and Conditions

- Nitrogen gas generator: A suitable Nitrogen gas generator should be supplied with the instrument which is compatible, portable, highly durable, low noise, vibration free, with inbuilt compressor. It should be able to supply the gases with 99.9 % purity or better.
- Hands-on training should be provided by the vendor on the instrument operation, basic instrument maintenance and core applications level training.
- Hardware & Software Training: On Site Basic training for 5 days within 2 months of Installation and advance training for 5 days within 6 months of installation and complete application training for 5 days within 1 Year of installation.
- In case of breakdown or any malfunction of the instrument, service should be provided by the vendor within 48 hours of the reporting time.
- A comprehensive 5 years of unconditional warranty of system including all the electronics boards, hardware parts, spares and consumables required by the UHPLC, MS, Nitrogen generator and other accessories for smooth running. (except reagents/solvents/standards/columns).
- 4 Maintenance kits/PM kits must be provided during the warranty period for the entire setup of UHPLC, MS, nitrogen generator, etc. once per annum.
- No conditional warranty will be acceptable
- The vendor should issue an undertaking for the availability of spare parts and service support for at least 10 years from the date of successful installation.
- All the claims made by the various vendors in terms of the above-mentioned specifications should be validated by means of authenticated documentary evidence in the tender document being submitted by them. In the absence of authenticated documentary evidence available in the submitted tender, it may be considered as disqualified.

| TEN | IDER No | .: IITI(MM)/SIC/1/1A/695/SS/2024-2025 |
|------------------------|---------|---|
| tunkokur til til kanna | 6 | A list of minimum 5 installation references from IIT/NIT/Central Govt. Institutes/Universities in India where the same system has been installed in the last 3 years, must be provided. |
| | 9 | Skilled Manpower to be supplied by vendor for one year duration to cater the instrument operations. |

Note:

- B) The bidder should submit his acceptance against each column as YES/NO and if No, the bidder should specify the deviation.
- B) Firm should quote separately for each item as per BOQ.
- C) Valid proof of the document in support of the claim to be enclosed with the technical bid.
- D) The Quantity mentioned above is also indicative and might change in the final order.
- E) Prospective bidders can quote Rate as per Unit and the institute will decide on the final order quantity.

(Signature of the Bidder, with Official Seal)

<u>अनुभाग- 5 / SECTION- V</u>

अम्ल्यंकित तकनीकी बोली / UNPRICED TECHNICAL BID भाग - 3 /PART - III

(Bidder should provide the following details on Letter head)

| TENDER NO.: | Date: |
|--------------------|-------|
| | |
| Name of the Bidder | |

| Sr. No. | Item Description | Quantity | Make | Model | HSN Code | GST % | Country of Origin |
|------------|---------------------|----------|------|-------|-------------|-------|-------------------------|
| 1 | | | | | | | |
| 2 | | | | | | | |
| 3 | | | | | | | |
| 'n | | | | | | - | |

| SI | Other Terms | s & Conditions | Compliance | |
|-----|--------------------|---|------------|--|
| No. | | | Yes/No | |
| 1. | Payment terms | 100% payment will be released through RTGS/NEFT. 80% payment against delivery and acceptance of the items and balance 20% after successful installation, commissioning, testing, training of the items and submission of PBG. | | |
| 2. | Delivery Period | Within 04 weeks from the date of Purchase order. | | |
| 3. | Installation | Will be done by the firm free of cost within 30 days from the date of delivery of the item. | | |
| 4. | Warranty | 05 year on-site Comprehensive warranty from the date of installation & acceptance of the item. | | |
| 5. | Service Support | · · · · · · · · · · · · · · · · · · · | | |
| 6. | Training | Onsite training should be provided by the firm free of cost by the expert engineer | | |

अनुभाग-6 /SECTION- VI वितीय बोली / Financial Bid

FINANCIAL BID -Schedule of price bid in the form of BOQ format:

- 1. The below mentioned Financial Proposal/Commercial bid format is provided as BoQ along with this tender document at https://eprocure.gov.in/eprocure/app
- 2. **Bidders are advised to download this BoQ.xls** as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid.
- 3. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, the tender will be completely liable to be rejected and EMD shall be forfeited.
- 4. Any element of cost, taxes, duties levies, etc. not specifically indicated in the BOQ, shall not be paid by the purchaser.
- 5. If the GST amount is not quoted in the BOQ (Financial Bid), the total cost will be treated as inclusive of GST. No further communication will be entertained later or else the EMD will be forfeited.
- 6. The tender shall remain valid for acceptance for **180 days**, from the date of tender opening.

OTHER CONDITIONS FOR PRICE BIDS

- 1. No unilateral revision in price will be admissible.
- 2. Rates should be quoted in the accounting units (A/U) mentioned in this tender. Rates must be quoted clearly on the free delivery basis at IIT Indore and the total value is also indicated in words.
- 3. Any optional indicated in techno-commercial bids must be priced separately.
- 4. In case spares/accessories are applicable, their list and price should be clearly indicated separately.
- 5. The price must be stated for each item separately. The percentage of reduction, in the unit price, should also be quoted, should order to that extent be placed with you.

Yours faithfully

(Signature of the Tenderer)

Company Seal:

Date:

<u>प्रपत्र -1 / FORM-I</u>

वार्षिक कारोबार की घोषणा और

इनकम टैक्स रिटर्न

DECLARATION OF ANNUAL TURNOVER AND INCOME TAX RETURN

(To be submitted on Firm/Company Letterhead)

| To, The Registrar Indian Institute of Technolo | Date : | | | | | | |
|--|--|-------------|--|--|--|--|--|
| | clare that, our firm's Annual Turnudited Accounts for your referer | | | | | | |
| F.Y 2021-22 | F.Y 2022-23 | F.Y 2023-24 | | | | | |
| | | | | | | | |
| And, | | | | | | | |
| I/we hereby declare that, our firm had filed Income Tax Returns for last years i.e. F.Y. 2021-22, 2022-23, & F.Y. 2023-24. Supported by copy of ITR of four years. | | | | | | | |
| (Signature of the Tenderer Company Seal: Date: | -) | | | | | | |

प्रपत्र -2 / FORM-II

निर्माता का अनुज्ञा और वारंटी समर्थन पत्र

MANUFACTURER'S AUTHORIZATION & WARRANTY SUPPORT DECLARATION (ON OEMs Letter head)

Date: Tender No / GeM bid no: To The Registrar Indian Institute of Technology Indore We, [name of Manufacturer], who are official manufacturers of [Insert type of goods manufactured] having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following goods, manufactured by us [insert name and or brief description of the goods], and to subsequently negotiate and sign the contract. We hereby extend our full guarantee, warranty, availability of spare parts and AMC support in accordance with the Terms and Conditions of Contract with respect to the Goods offered by the above firm. Authorized representative of the Manufacturer
Authorized representative Bidder Signature: Signature: Name: Name: Address: Address: Mobile No: Mobile No: Email ID: Email ID:

<u>प्रपत्र -3 / FORM-III</u>

स्थानीय सामग्री के लिए घोषणा

Declaration for Local Content

(on OEM's Letter Head)

(To be given on Company Letter Head - For tender value below Rs.10 Crores)
(To be given by Statutory Auditor/Cost Auditor/Cost Accountant/CA for tender value above Rs.10 Crores)

Date:

| Date: | | | | | | |
|----------------------------------|--------------|-------------------|--------------|---|---|---|
| To The Regist Indian Insti | | nology Indore | | | | |
| Sub: Decla | aration of L | ocal content | | | | |
| Tender No: | | | | | | |
| Name | of | Goods | & | Services | : | - |
| 1. Country | of Origin of | Goods being offe | ered: | | *************************************** | |
| 2. We here exact %). | eby declare | that items offere | ed has | _% local content | (Please provid | е |
| 3. Details address | | to | | n will be made / r be | mentioned | |
| value of th | e item being | g offered minus | the value of | ed in India which so of the imported co e total value, in per | ntent in the ite | |
| | | | | f Integrity under a | | - |

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

Yours Faithfully, (Signature of the Bidder/OEM, with Official Seal)

प्रपत्र -4 / FORM-IV

डीपीआईआईटी पंजीकरण के लिए घोषणा पत्र

Declaration for DPIIT Registration

(on OEM's Letter Head)

CERTIFICATE BY BIDDER- DPIIT REGISTRATION

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, / if from such a county, has been registered with the Competent Authority (copy of the Registration Certificate enclosed).

I hereby certify that his bidder fulfils all requirements in this regard and is eligible to be considered.

Signature with Date and Stamp

Of the Bidder

प्रपत्र -5 / FORM-V

स्वच्छ छवि/कोई कान्नी कार्रवाई नहीं होने के संबंध में घोषणा पत्र

DECLARATION REGARDING CLEAN TRACK/NO LEGAL ACTION

(to be provided on letter head of the firm)

| I hereby certify that the above firm namely | is neither |
|--|---|
| blacklisted by any Central/State Government/Public | Undertaking/Institute nor any criminal |
| case registered / pending against the firm or its | owner/ partners anywhere in India |
| preceding three years from the date of publishing of | tender. |
| | |
| | |
| I also certify that the above information is | true and correct in any every respect |
| and in any case at a later date it is found that any | details provided above are incorrect, |
| any contract given to the above firm may be summar | rily terminated and the firm blacklisted. |
| | |
| | |
| Date: | Authorized Signatory |
| | Name: |
| Place: | Designation: |
| | Contact No.: |
| | |

<u>प्रपत्र -6 / FORM-VI</u>

बोलीदाता सूचना प्रपत्र

BIDDER INFORMATION FORM

| DIDDLK IM O | VIAIN LOIA LOIVIAI |
|-----------------------------------|--|
| | |
| Company Name | |
| Registration Number | |
| Manufacturer /Distributor for the | |
| quoted product | |
| Registered Address | |
| Name of Partners /Director | |
| City /Postal Code | |
| Company's Establishment Year | |
| Company's Legal Status (tick on | 1) Limited Company |
| appropriate option) | 2) Undertaking |
| | 3) Joint Venture |
| | • |
| | 4) Partnership |
| | 5) Others (In case of Others please specify) |
| Company Category | 1) Micro Unit as per MSME |
| | 2) Small Unit as per MSME |
| | 3) Medium Unit as per MSME |
| | • |
| | 4) Ancillary Unit |
| | 5) SSI |
| | 6) Others (In case of Others please |
| | specify) |
| | |
| Contact Name | |
| Email Id | |
| MOBILE NO. | |
| BANK DETAILS | Name of Beneficiary : |
| | A/c. No. CC/CD/SB/OD: |
| | Name of Bank : |
| | IFSC NO. (Bank) : |
| | · |
| | Branch Address and Branch Code: |
| Vendor's PAN No. (Should be | |
| attached) | |
| Vendor's GST No. (Should be | |
| attached) | |
| | |
| | |

प्रपत्र -7 / FORM-VII

पिछली आपूर्ति आदेश सूची प्रारूप

PREVIOUS SUPPLY ORDER LIST FORMAT

| Order placed by {Full address of Purchaser] | Order No. and Date | Description and quantity of ordered equipment | Value of order | Contact Person along with Telephone no., Fax no. and e-mail address. |
|---|-----------------------|---|----------------|--|
| | | | | |

Note: Technical Committee may seek additional information from the existing users

<u>प्रपत्र -8 / FORM-VIII</u>

निविदा शर्तों की स्वीकृति हेतु

ACCEPTANCE OF TENDER TERMS

| | | | AOOLI | 17410 <u>2 01</u> | 1 East Clar Law 1 C Law 1 C 19: | <u></u> | |
|----|--|--|--|--|---|---|---|
| | (То | be | given | on | Company | Letter Date: DD/M | • |
| | To, The Regis Indian Inst | | echnology In | dore | | | |
| | Sub: Accept | ance of | Terms & Co | nditions of | Tender | | |
| 1. | | c' from th | ne web site(| s) namely: | | | bove mentioned ır advertisement, |
| 2. | documents f schedule(s), the terms / | rom Pag etc), whicondition e bid doo | e No ch form part s / clauses o cument. The | to of the contr contained t | (including a act agreement a herein and I ha | II documents ind I / we shall ve no objectio | ns of the tender like annexure(s), abide hereby by n for any of the ling on me/us for |
| 3. | I / We here document(s) | | | | | ns of above-m | nentioned tender |
| 4. | I / We do he Department/I | • | | | s not been blac | klisted/ debarr | ed by any Govt. |
| 5. | I / We do h | • | eclare that v | we have q | uoted our firm | rates inclusive | of taxes if not |
| 6. | | | | | | | be bound to nin the specified |
| 7. | the stipulate | ed time, t id Secur | then institut ity/Security | e has full p | power to compo | und the liquid | rk/supply within dity damages or emed fit can be |
| 8. | institution. The to the quality | ne decision and kind to chang | on of the IIT of article shape any article | Indore, Indi all be final a on being | ia (herein after cand binding on m found of inferior | alled the said one. Should the | quirement of the officer) as regard said officer deem ll be replaced by |
| 9. | I/We declare the biding firr | | | l irregulariti | es are pending a | against the pro | prietor/partner of |

- 10.I/We undertake that the items supplied are as per Demonstration/Catalogue/technical literature description.
- 11. I/We undertake that the quoted rates are not higher than that approved in any other Govt. institutions in India for the same items during the current Financial Year.
- 12. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Govt. of State/Central//Institute/Department/PSUs. I/we also offer to supply the Equipment/stores at the prices and rates not exceeding those mentioned in the price bid.
- 13. I/We do hereby confirm that I/we aware about the provisions of "Make in India"/startup initiatives and directives regarding Price Preference Policy to Make in India Registered Bidders and I/We undertake for following the same as per directions of IIT Indore in respect of this E-Bid Enquiry.
- 14. I/we have necessary infrastructure for the maintenance of the equipment and will provide all accessories/spares as and when required.
- 15. I/we also declare that in case of change of Indian Agent or for any other change. Merger, dissolution solvency etc. in the organization of our foreign principles, we would take care of the Guarantee/Warranty/Maintenance of the machinery/equipment and have provided written confirmation for the same.
- 16. I/we undertake to get the equipment repaired/replace within 48 hours of the receiving of the complaint from the institute failing which a penalty of @ 1% of the cost may be recovered from the Bank Guarantee before releasing the same to us after completion period.
- 17. I/we undertake, If as a result of post payment audit any over payment is deducted in respect of any Supply/work done by our Agency or alleged to have been done by our Agency under this bid, it shall be recovered by the IIT Indore from our Agency.
- 18.I/we undertake, If any under payment is discovered, the amount shall be duly paid to our Agency by the IIT Indore.
- 19. I/we undertake that we shall liable to provide all the relevant records copies during the concurrency period of Contract or otherwise even after the Contract is over, whenever required by IIT Indore.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

प्रपत्र -9 / FORM-IX

बोली-पूर्व प्रश्न प्रपत्र/प्रारूप PRE-BID QUERY FORM/FORMAT

| Name of the Firm: | |
|-------------------|--|
| Address: | |
| Email ID: | |
| Contact No.: | |

| SI. No | Reference of the Clause No. of the Tender Document | Query/Clarification/ Deviation sought | Clarification/Response from IIT Indore |
|-----------|--|--|--|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | · | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |

(Signature of the Bidder, with Official Seal)

<u>प्रपत्र -10 / FORM-X</u>

परफॉरमेंस सिक्योरिटी प्रारूप

PERFORMANCE SECURITY FORMAT

| To, |
|---|
| WHEREAS |
| AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; |
| AND WHEREAS we have agreed to give the supplier such a bank guarantee: |
| NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of |
| We further undertake to pay the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the supplier(s)/vendor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the supplier(s)/vendor(s) shall have no claim against us for making such payment. |
| We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand. |
| We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. |
| This guarantee shall be valid until the day of, 20 |
| (Signature of the authorized officer of the Bank) |
| Name and designation of the officer Seal: Name & address of the Bank Address of the Branch: Phone No.: E-mail ID:. |

<u> प्रपत्र - 11 / FORM-XI</u>

बिक्री और समर्थन के संबंध में घोषणा

DECLARATION REGARDING SALES AND SUPPORT

(to be provided on letter head of the firm)

| To, The Regi | istrar stitute of Technology Indore | | |
|---|---|---|---|
| consister | ss listed below are currently ntly provided service and sunal competence, dedication, | employed by our orguport in their region. | We attest to their |
| SI. No. | Name | E-mail ld | Contact No. |
| 1 | Mr. | | |
| 2 | Mr. | | |
| 3 | Mr. | | |
| 4 | Mr. | | |
| 5 | Mr. | , | |
| support v commitm provided We also | nt manufacturers (OEMs) shall within the next five years from the lent aims to ensure the continute by us, fostering stability and trucertify that the above information. | I not be subjected to ene date of submission on nuity and reliability of pust | f this declaration. This products and services and every respect and in |
| | e at a later date it is found that given to the above firm mand. | ay be summarily term | |
| | | , , | pany Seal : |

प्रपत्र -12 / FORM-XII PRICE REASONABILITY CERTIFICATE

(To be submitted on Firm/Company Letterhead)

| 1. I/We hereby certify |
|--|
| that the prices quoted by us in our offer letter Noare not higher than prices to any Government Department/PSU/Institution. |
| 2. I/We further certify that I/We have not supplied or quoted for any item in offer letter at prices lower than those quoted for the relevant items to any Government/Semi- Government/ Public/Institution within the period of 90 days preceding the last date of submission of the offer. |
| 3. I/We hereby undertake that I/We will not supply or quote for any item in offer letter at prices lower than those quoted for the relevant items to any Government/Semi-Government/ Public/ Institution/ within the period of validity of the offer. |
| 4. I/We also undertake to bring the attention of the Authorities, any incidence of breach of any of the above paras within 30 days from the occurrence of the breach and further undertake to refund/reimburse the difference which may arise due to breach of any of the above paras and I/We also understand that the decision of Authorities, regards to the determination of quantum payable shall be final. |
| |
| (Signature of the Tenderer/Owner) Name: |
| Date: |
| Official Seal |
| |

<u>प्रपत्र -13 / FORM-XIII</u>

(To be submitted on Firm/Company Letterhead)

<u>UNDERTAKING</u>

| I/We hereby declared that all the Test Reports compliances as per Standard Specifications mentioned in the NIT Document No: | | | | | | |
|--|--|--|--|--|--|--|
| Further, we will provide all Statuary valid Certificates/Permissions/License/Hardware/Software as required for smooth running of the supplied EQUIPMENT including all essential requirements for installation etc | | | | | | |
| Furthermore, I/We hereby declare that, our quoted prices against this E-Bid Enquiry are not higher then prices offered by us to any others Govt. Institutions/Other Institutions/Departments as per prevailing market prices and we are liable for passing of all the benefits of GST in terms of cost reduction on account of various tax factors to IIT Indore as per the provisions of GST Act 2017. If any time IIT Indore will get the information that we have supplied items on higher prices in comparison to other institutes on the basis of prevailing applicable prices, we are undertaking that, we are liable for refunding and depositing back such difference amount to IIT Indore from our side without any question. | | | | | | |
| I/We are also undertaken that the Department of Commerce or Ministry/any other Department has been not debarred/blacklisted our firm as per best of our knowledge, if any such debarment/blacklisting come to the notice of IIT Indore Authorities during execution of Supplies against this E-Bid Enquiry, Indore have right to reject our proposal and take appropriate action deemed fit against our firm as per prevailing applicable Rules & Regulations. | | | | | | |
| (Signature of the Tenderer/Owner) Name: Date: Official Seal | | | | | | |

प्रपत्र -14 / FORM-XIV

(To be printed on Supplier's letterhead)

(To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of IIT Indore)

| INTEGRITY AGREEMENT | | | | | | | | | | | | |
|---|---|---|---|---|---|--|---|---|--|--|--|--|
| | | | reement | | made | at | ······································ | on | this | *************************************** | day | of |
| | | | | | | BE1 | WEEN | | | | | |
| The | IIT Ir | ndore, | represe | | | | Registrar | | | | | |
| | | | ress of Div de its succ | /ision) | 'Principa | l/Owne nitted a | r', which exp assigns) | | | | | eferred as the orthe meaning |
| | | | | | | Compar | | | | | | |
| signate | ory) to as | the "B | | tractor | " and wh | ich exp | | | | | | y authorized ing or context |
| | | | | | | Pre | amble | | | | | |
| "Contra regula Contra Integri also be | act". ANE tions, ec actor(s).A ty Agreer e read as | O WHER onomic ND WH ment (he integra | REAS the use of r IEREAS to ereinafter I part and | Princi esour o mee referre parcel | ipal/Owne ces and et the pure ed to as " I of the Te | r value of fair pose a Integrit nder/B | es full compli ness/transpa aforesaid bo y Pact" or "F id document | ance warency the the Pact"), s and (| vith all in its parties the terr Contrac | relevant law relation windown have agreems and con the between the | ws of the the the to educate to educate to educate the distributions of the particular terms of the pa | red to as the ne land, rules, Bidder(s) and enter into this of which shall es. |
| | | | itnesses a | | | ii cove | nante contan | ica iii | uno i c | iot, the par | uco noi | cby agree as |
| Article | 1: Com | mitmen | nt of the P | rincip | al / Owne | <u>er</u> | | | | | | |
| followi No er with th any ma he Prir will, in provide | ng princip nployee of le Tender aterial or ncipal/Ow particula e to any | oles of the P r, or the immate ner will, r, befor | Principal / 0 e execution rial benefit during the e and duri r(s) confic | Ownern of the twhick of twhick of the twhick of | r, persona e Contrac n the pers der proce e Tender p l / additio | ally or the ct, demonstrated to the ct. demonstrated to the ct. and the ct. an | hrough any o and, take a ot legally ent at all Bidder(s s, provide to | of his / promis itled to s) with all Bid rough | her far e for of equity a der(s) t | mily member accept, for accept, for and reason. The same into the same i | ers, will r self or The Pr formatio | in connection in connection third person, incipal/Owner on and will not uld obtain an |
| | ncipal/Ow | | | our to | exclude | from th | ne Tender pr | ocess | any pe | rson, whose | e condu | ict in the past |

- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PoC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.
- 3) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PoC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

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

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal /Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of

breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

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

Article 4: Previous Transgression

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

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

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

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

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

Article 7: Other Provisions

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

Article 8: Legal and Prior Rights

BUYER

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

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

| Deputy Registrar (MMS), IIT INDORE Date & Place: | BIDDER Signature with Seal Date & Place: | | | | | |
|---|--|--|--|--|--|--|
| WITNESSES: | WITNESSES: | | | | | |
| 1 (Indenter) (Signature, name and address) | 1(Signature, name and address) | | | | | |
| 2(Signature, name and address) | 2(Signature, name and address) | | | | | |