

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

Supply ,Installation and Commissioning of NMR Spectrometer (400MHZ & 500MHZ)

आवश्यकता की अनुसूची के अनुसार तकनीकी एवं वत्तीय बोली के दस्तावेज़ ऑनलाइन जमा करने हेत्

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



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

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

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

वैश्विक नि वदा 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 <u>Supply</u>, <u>Installation and Commissioning of NMR Spectrometer (400MHZ & 500MHZ)</u> 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 ,Installation and Commissioning of NMR Spectrometer (400MHZ & 500MHZ)	086 (PRJ)	Rs. 28,60,000/- (Rupees Twenty-Eight Lakhs Sixty Thousand Only) Online EMD Submission: Bidder can submit their EMD online by visiting to the below link: https://www.onlinesbi.com/sbicollect/icollecthome.html		
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SUBMISSION OF BIDS ONLINE IN TWO BID: https://eprocure.gov.in/eprocure/app

*NIT No. 086 (PRJ) should be mentioned for the purpose of EMD Submission and the Tender No. should be refereed for bid submission/communication etc.

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 3551/5552 Email: <a href="mailto:arrnd@iiti.ac.in/somms.ac.in/somms@iiti.ac.in/somms.ac.in/somm

Assistant Registrar R&D MM Section, IIT Indore

<u>अनुभाग-1 / SECTION- I</u> <u>नि वदा की अनुसूची / SCHEDULE OF TENDER</u>

SI. No.	Event	Date and Time/ Remarks
01	नि वदा दस्तावेज़ डाउनलोड करने की तारीख	November 10, 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 लए प्रश्न प्रस्तुत करने हेतु	November 21, 2025
	Submission of Queries for Pre-bid meeting	
03	बोली-पूर्व बैठक की तारीख़ और समय	November 21, 2025, at 03:00 AM
	Date & Time of Pre-Bid Meeting	November 21, 2020, at 00.00 Am
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 blu weeting	Link: https://meet.google.com/wra-tdqx-
		pyy
		The pre-bid report will be uploaded on
		the website & CPPP and the same will
05	, , , , , , , , , , , ,	be a part of the tender document
05	ऑनलाइन बोली जमा करने की अंतिम ति थ	December 08, 2025, up till 03:00 PM,
	और समय (तकनीकी और वत्तीय बोली)	(IST)
	Last date & Time of Submission of Bids Online (Technical and Financial Bid)	Please refer NIT Documents
06	तकनीकी बो लयाँ खोलने की ति थ एवं समय	December 09, 2025, up till 03:00 PM,
	Date & Time of Opening of Technical Bids	(IST)
	, ,	Please refer NIT Documents
07	नि वदा के संबंध में सभी संचार को संबो धत	Assistant Registrar, R&D MM Section
	करने हेत्	6th 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 3551/5552
		Email: arrnd@iiti.ac.in/ somms@iiti.ac.in/
00		rndmms1@iiti.ac.in
08	कसी भी आवश्यक सहायता के लए 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

R&D MM Section, IIT Indore

<u>अन्भाग-2 /SECTION-II</u>

ऑनलाइन बोली जमा करने के लए बोलीदाताओं को निर्देश

INSTRUCTIONS TO THE BIDDERS FOR ONLINE BID SUBMISSION

भाग - 1 / PART-I

- 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.
- For Online Bid Submission as per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (<u>URL:http://eprocure.gov.in/eprocure/app</u>). 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 (URL:http://eprocure.gov.in/eprocure/app 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

- 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.

<u>अन्भाग-3 /SECTION- III</u>

सामान्य नियम और शर्तें

GENERAL TERMS AND CONDITIONS

भाग - 1 / PART - I

<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. Non- representation 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: arrnd@iiti.ac.in/ somms@iiti.ac.in/ rndmms1@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.

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 will award the contract to the successful Bidder whose bid has been determ to be substantially responsive, technically qualified and has been determined to be the lo responsive evaluated bid in terms of quoted price. Pre-dispatch inspection (if required/as The firm should arrange the pre-dispatch inspection prior to packing & dispatching of the it asked by the IIT Indore. The firm should share the entire details of the quoted items with ori images, catalog and schematic diagrams before packing. Virtual/Online or physical inspe may be done by the IIT Indore technical committee.
- **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.

<u>14.</u> Place of Delivery & Schedule:

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
Devi Ahilya Vishwavidyalaya Takshila Campus

139, Khandwa Rd, Indrapuri Colony, Indra Puri Colony, Indore, Madhya Pradesh 452001 Phone: 0731-2527532

- <u>15.</u>Guarantee/ Warranty: The equipment should be covered with a 1 year Comprehensive on-site 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. Training (if required/asked):** Onsite training should be provided by the supplier at free of cost to the users designated by IIT INDORE on all specified capabilities of the instrument by the company person. At least 3 days training should be provided each year during the warranty period. During training the hardware, software, operation, safety procedure, handling emergency situations and maintenance of the instruments should be explained.
- 23. Site preparation: The supplier should inform the institute about the site preparation, if any, needed for the installation of equipment, immediately after the receipt of the purchase order. The supplier has to state in detail the floor space, electrical power/UPS and air-conditioning requirements in the technical bid. The supplier should continuously monitor the pre-installation requirements and see that everything is ready before the equipment is transferred to the site for installation.
- 24. 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.

- **25. 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.
- **26. 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.
- **27. 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.
- 28. 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.

ADVISORY ON FRAUD CALLS/MESSAGE MADE IN THE NAME OF IIT INDORE

- (a) This is to inform you that no officials from the IIT Indore make any telephone calls/messages/emails/whatsapp seeking personal or irrelevant information from the bidder. In case any additional documentation is required from bidder, it is sought only through the official email(s) originating from the institute domain name i.e. @iiti.ac.in.
- **(b)** No tender/application/documentation fee is applicable for any type of the tenders being floated by this institute.
- (c) The IIT Indore hereby advises all the bidders to refrain from entertaining any suspicious telephone calls/messages/emails/whatsapp made in the name of IIT Indore asking for money on behalf of the institute. They are also advised not to reveal any personal information or transfer any money in response to such calls/messages/emails/whatsapp.
- (d) Moreover, they should bring such matters to the notice of the institute viz email to arrnd@iiti.ac.in/ somms@iiti.ac.in/ rndmms1@iiti.ac.in
- **(e)** In case any bidder responds and becomes pray to any such fraudulent communication the responsibility shall not lie with this institute.

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 Assistant Registrar R&D(MMS) 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.

अनुभाग-4 /SECTION - IV

वशेष 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.
- <u>2.</u> 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 Items – Approximate Cost for FOR Delivery			
		up to 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%),			
		IGST (@18%), custom clearance, stamp duty etc., transportation.			
3.	CIP/CIF	ADD ON 15% of CIP/CIF PRICE against insurance, loading &			
		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 arrnd@iiti.ac.in/somms@iiti.ac.in/rndmms1@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 R&D MM Section, IIT Indore @ rndmms1@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: <u>Free delivery at IIT Indore inclusive of freight, Insurance and unloading charges.</u>
- <u>9.</u> 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.

Assistant Registrar R&D MM Section, IIT Indore

<u>अनुभाग-5 / SECTION- V</u>

पूर्व योग्यता मानदंड/Essential Qualification Criteria

<u>भाग - 1 /PART - I</u>

LIST OF DOCUMENTS TO BE UPLOADED WITH TECHNICAL BID

SI. No.	Details	Supporting Document Should be Submitted
1.	The Bidder should be OEM/Authorized/Distributors/Dealers/Firms and should have the existence of firm for a minimum period of 5 Years.	Valid Certificate of Incorporation/Registration Certificate of the firm.
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 Servo Hydralic Fatigue Testing Machine 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- Exemption for MSME'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 ₹ 1,43,00,000/- 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.	Work orders and satisfactory completion valid certificates issued by respective buyer organization of the above order in support of experience to be enclosed. Without submission of completion certificate the experience will not be considered. The valid certificate should be in Letter Head of the concerned government organization with authorized

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	Two similar completed work costing not less than ₹ 1,91,00,000/- in last 3 (Three) 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 OR One similar completed work costing not less than ₹ 3,34,00,000/- in last 3 (Three) years for any	signatory.
	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 Servo Hydralic Fatigue Testing Machine.	
7.	Bidder Information	As per enclosed FORM - VI
8.	List of other Govt. Departments, Public Sector units and Central Autonomous Bodies for which the bidder is supplying material or having the similar type of contracts and a valid certificate regarding the satisfactory performance of the contract.	As per enclosed FORM - VII
9.	Bidder Acceptance of Tender Document	As per enclosed FORM - VIII
10.	The bidder should not have been blacklisted by 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".	As per enclosed FORM - V
11.	The quoted products should not be under end of sales next 10 years or end of support in next 10 years from the date of submission.	As per enclosed FORM - XI
12.	Make In India- Class-I or Class-II Local Supplier	A Self-Declaration Certificate regarding "Class-I or Class-II Supplier" for the tendered item as per the Form-III is to be submitted. However, the item is exempted under (The OM No. F.4/1/2023-PPD (pt.) dated-17/02/2025

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13.	FINANCIAL TURNOVER:	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 supplie can also participate. As per enclosed FORM-I and
10.	The Bidder Annual Financial Turnover should more than ₹ 4.78 Crore during the past three financial years namely 2022-23, 2023-24 and 2024-25. And In case of OEM, the Average Annual Turn Over of OEM should be ₹ 19.10 Crore during the past three financial years namely 2022-23, 2023-24 and 2024-25. The Vendors / Bidders should not have incurred any loss during the last 3 (Three) years (as of 31st March 2025). Profit after Tax should be positive for the above-mentioned period.	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
14.	Solvency Certificate required of ₹ 3.82 Crore 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.	Price Reasonability Certificate (To be submitted on Firm/Company Letterhead)	As per enclosed FORM XII
16.	Undertaking (To be submitted on Firm/Company Letterhead)	As per enclosed FORM XIII
17.	Integrity Agreement: Signed Copy of the agreement should be submitted on the firm's letter head.	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 conditions	

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 व शष्टता / Technical Specification

भाग - 2 /PART - II

(Bidder should submit compliance matrix along with Technical Bid)

Item details and technical specifications as mentioned below: <u>State of the art 11.74 Tesla based (operational frequency of 400 MHz) Solution state NMR spectrometer).</u>

SN	Technical Specifications	Qty	Compliance Yes/No	Deviation if any
1.	Magnet		7 00 7 110	,
	1. Latest technology based stable and actively shielded superconducting magnet with an operational frequency of 400 MHz for ¹ H.			
	2. Shortest possible 5G [radial from the centre of the magnet (< 0.5 m) and axial from the centre of the magnet (< 1.0 m)] fringe field with advanced shielding technology.			
	3. Bore diameter: 54 mm			
	4. Expected field drift: < 4 Hz/h.			
	5. Liquid nitrogen hold-time: Minimum two weeks or better			
	6. Liquid helium hold-time: Minimum 365days or better,			
	7. Meters to show the liquid helium and nitrogen levels with alarm functions for low levels.			
	8. Number of cryo-shims: minimum 14 or more			
	9. Number of room-temperature shim systems: Minimum 36			
	 Dampening of the floor vibrations: Anti-vibration feet pad should be provided which can damp frequencies of above 14Hz. 			
	11. Transfer lines: One set of each for liquid helium and nitrogen.			
	12. All supportive equipment's for cryostat should be provided.			
2.	Spectrometer Console:			
	1. Advanced two independent broadband RF generation channels with highest frequency and phase resolution; fast switching time for all parameters without any hidden delays. It should include			
	 a) wave form generators for pulse shaping, b) amplitude, phase and composite pulse decoupling generator, 			
	c) preamplifiers with standard filters,			
	 d) digital receiver control with oversampling, and e) quadrature detection with digitizer's facility for complete elimination of quadrature spikes. 			
	2. Digital ² H lock channel. Lock system with high precision phase and field corrections. Corrections for short-term disturbances with documental evidence is required.			
	3. 2-Channel Amplifier System: It should have two high performance linear amplifiers, among them one for high frequency channel (¹ H or ¹⁹ F) with minimum pulse power 50 W and another for low frequency channel (³¹ P to ¹⁵ N) with minimum pulse power of 140W) with multi-receiver capability for acquisition of two 1D experiments simultaneously			
	4. Acquisition system: Capable to control a minimum of two RF channels.			
	5. Should have preamplifiers, multinuclear preamplifier, and ² H preamplifier for locking and ² H experiments.			
	6. Should have built-in tune/match display.			
	7. Gradient system for Z-shielded gradient: Should have a gradient strength up to 40G/cm or more for gradient NMR experiments in solution. PFG of any desired			

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Technical Specifications	Qty	•	Deviation if any
1. Magnet system (standard bore):			,
i. The shortest possible radial (\leq 0.6m) and axial distance (\leq 1.2m) of stray (5 Gauss) field from the center of the magnet.			
ii. Overall Magnet dimensions (ceiling height requirements: (≤3m) have to be specified along with Liquid Helium Transfer line.			
iii. Drift rate of the magnetic field should be ≤5 Hz/hour better.			
iv. Liquid Helium hold time should be minimum ≥365 days or higher with auto level monitoring, recording and alarm.			
v. Longest possible liquid N_2 hold time with auto level monitoring, recording and alarm.			
vi. Please specify the total/refill volume of Liquid He (in liters per year) and Liquid N_2 (in liters per week) and refill volume for the cryogens.			
vii. All support equipment for cryostat (e.g., liquid He and liq. N₂ transfer lines) should be quoted.			

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viii. Anti-vibration legs/stand and the lower limits on the frequency of vibrations		
damped (≥14Hz) have to be specified.		
ix. High performance cryo- and room temperature shim system for optimal line		
shape. Minimum 14 numbers of cryogen cooled. State of the art room temperature		
shims as well as cryo-shims for best line shape including line width and all other		
related items should be quoted.		
x. All the accessories, software and hardware to perform automated and manual		
shimming should be included in the quotation.		
xi. Deuterium Lock channel should be compatible with gradients and automated		
shimming hardware.		
Xii. The magnet should be compatible with pneumatic/automatic sample		
load/spin/eject system		
2. Spectrometer Console:		
The spectrometer should have two independent RF-channels (frequency range of		
operation should be specified) with best frequency and phase resolution; fast		
switching time for all parameters without any hidden delays. The configuration and		
bandwidth of each channel has to be specified. The console (electronics) should		
include:		
i. Broad band frequency synthesizer should be present for each channel		
ii. Each channel should have frequency, phase and amplitude shaping capabilities with		
simultaneous switching of the parameters possible in < 12.5ns		
iii. Waveform generators (for pulse shaping) should be present for all channels		
iv. Amplitude, phase and composite pulse decoupling generator		
v. Pre-amplifiers and filters for noise reduction		
vi. High-power linear broadband amplifier (minimum of 500 W for ¹ H channel and 500		
W for X channel) to provide the shortest possible pulse-widths. Please specify all		
relevant parameters including power (Wattage), frequency range, duty cycle,		
maximum pulse duration etc.		
vii. Electronics should be capable of handling/executing multi receiver experiments for		
simultaneous acquisition of 1D 1H/15N, 1H/13C, 1H/19F, 1H/31P one dimensional		
experiments in dual receiver mode.		
viii. Transmitter controllers should be provided for each channel.		
ix. ADC with high dynamic range and sampling rate. Please specify the resolution of		
the ADC (in bits) and the maximum sample rate.		
x. Preamplifier for multinuclear observation, 2H-lock, all necessary filters for noise		
and artifact reduction; Digital lock control unit and digital lock deceiver; deuterium		
amplifier with integrated lock switch for automatic gradient (room temperature)		
shimming and shim control boards.		
xi. Magnetic field z-axis gradient unit (kindly specify the maximum gradient strength		
≥40 G/cm that can be generated with a minimum of 10 A external gradient		
amplifier) for the control for execution of gradient spectroscopy, gradient		
shimming, generation of pulsed field gradient (PFG) of desired shape and intensity,		
high quality PFG based solvent suppression, coherence selection and DOSY		
experiments etc.		
xii. Variable temperature unit having broad temperature range (both low and high)		
capability is desired: A suitable control unit for high temperature of the order of		
100 to +150 deg C is desirable) along with low temperature accessories. Please		
specify temperature ranges available for both magic angle spinning and static		
sample NMR work. Please specify resolution/accuracy/stability of temperature		
setting of the variable temperature unit.		
xiii. Digital quadrature detection, ethernet based communication and control system		
for bi-directional connection to the host computer.		
xiv. Magic Angle Spinning (MAS) accessory for magic angle spinning that can execute		
state of the art spinning controller for the highest possible spinning speed with		

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indicator, pulse trigger	for compu	ter control etc. for performing all types of solid-			
state NMR experiment	•	, , ,			
1. Probes					
3a. Liquid/solution state N	MR probe				
		temperature 500 MHz solution state probe(s)			
_		tem. It should be equipped with single axis Z-			
gradient coils for execution of gradient spectroscopy, gradient shimming					
_		at (PGF) of desired shape, high quality PFG based			
	•	selection and DOSY experiments etc. (kindly			
		ength that can be generated on the probe).			
		h a 2H lock channel and it should also have an			
automatic tuning and r					
		irces should be quoted in the electronics section			
		m operational temperature range for the probe			
•		better and it should include all consumables,			
		and high temperature operations.			
		d supporting specification sheet along with one			
		ter details that has been recorded on this type of			
probe should be included i	n the quote	2			
		H, ³¹ P, ¹⁹ F, ¹³ C, ¹⁵ N etc.			
Pulse Widths					
1H pulse width ≤ 8 μs					
19F pulse width ≤ 12 μs					
13C pulse width ≤ 10 μs					
31P pulse width ≤ 12 µs					
15N pulse width ≤ 15 μs					
b) Best resolution and	line-shape	(please specify the line-widths achievable) and			
against which standard.					
Signal/Noise					
1H sensitivity	≤ 800:1	(0.1% EB; 200 Hz noise; LB=1 Hz; s=0.23 mm)			
19F sensitivity (1H dec)	≤ 600:1	(TFT; 1ppm noise; LB=0.5 Hz; s=0.38mm)			
13C sensitivity	≤ 275:1	(ASTM; 40ppm noise; LB=3.5 Hz; s=0.23mm)			
	≤ 305:1	(ASTM; 5ppm noise; LB=3.7 Hz; s=0.23mm)			
13C se	≤ 310:1	(10% EB; 40ppm noise; LB=0.3 Hz; s=0.23mm)			
sitivity (1H dec)	≤ 355:1	(10% EB; 5ppm noise; LB=0.1 Hz; s=0.23mm)			
31P sensitivity	≤ 250:1	(TPP; 5ppm noise; LB=5 Hz; s=0.38mm)			
15N sensitivity	≤ 40:1	(90% Formamide; 2ppm noise; LB=0.3 Hz;			
,		s=0.38mm)			
c) Specify temperature	range unde	r which the probe(s) can work			
		o be included in the electronics for operation of	\rightarrow		
the probe.	illers liave t	o be included in the electronics for operation of			
	r 4 mm) m	agic angle spinning probe: The probe should be	-	-	
-	-	on the following nuclei to at least cover the			
•	•	Br, ²⁰⁷ Pb, ⁶ Li, ⁷ Li, ¹¹ B, ²³ Na, ¹³ C, ²⁹ Si and ¹⁵ N nuclei.			
_		omation mode using autosampler. It should be			
1		Matching along with automatic magic angle			
adjustment.	o	magic ungle			
	pecified an	d supporting specification sheet along with one	$\overline{}$		
		ter details that has been recorded on this type of			
1 .	•	d be included in the quote:			
		maximum power for ¹ H/ ¹⁹ F, ³¹ P, ¹³ C and ¹⁵ N.	\rightarrow		
		ase specify the line-widths achievable).	\rightarrow		
		, ,	\longrightarrow		
iii. best signai–to–noise	Olitar (NI/C)	values for each nuclei for $^{19}\mathrm{F},^{31}\mathrm{P}$, $^{13}\mathrm{C}$ and $^{15}\mathrm{N}$			

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(Please provide data and mention the sample used).	
iv. Specify operational temperature range of the quoted probe	
v. Suitable power amplifiers have to be included in the electronics for efficient	
operation of the probe	
vi. Compatible sample rotors 20 nos. along with packing tools should be quoted	
4. Data storage/software/Peripherals comprising of the following:	
i. Latest high-performance state of the art LINUX/Windows based workstations	
(quantity 2) complete with pre-loaded software/data cards for data acquisition,	
processing and analyses including tools/software for complete automation of data	
acquisition and peripherals including LCD monitors should be quoted.	
Compatibility for both Windows and Linux is desirable for controlling NMR data	
acquisition and processing.	
ii. All required hardware and software related documents, manuals, installation	
CDs/DVDs, cables, connectors, etc. should be provided	
iii. The NMR software(s) should be state-of-the-art, most comprehensive. A minimum	
of 2 processing licenses should be included in the quote.	
iv. The software should be capable of all up-to-date heteronuclear multi-dimensional	
NMR experiments including latest experiments for acquisition and reconstruction	
from sparse data and multi-dimensional NMR spectroscopy. It should be capable of	
handling/executing multi receiver experiments under simultaneous acquisition in dual/multi receiver mode	
v. Package should include all the latest pulse sequences for multi-dimensional NMR	
experiments available with the vendor. Please provide list of pulse sequences	
available for ready use.	
vi. Licensed software/modules should include the following: Acquisition, processing,	
plotting, multiplet analysis, deconvolution, automation, quantitative NMR	
spectroscopy, DOSY experiments along with software assisted structure	
confirmation.	
vii. Any software upgrade (pulse sequence and processing) or new software (pulse	
sequence and processing) that are released during the warranty should be	
provided to the user free of cost. Software should be provided in DVD/CDs.	
5. Consumables and Accessories:	
i. One set of all relevant certified standard reference standards should be provided for	
full operational qualification and instrument performance verification (viz	
lineshape, sensitivity, resolution, pulse calibration)	
ii. NMR tubes 5 mm-500 numbers, 3mm-100 numbers	
iii. Additionally, a minimum of 5nos. spinners (for 5mm solution state sample tubes)	
should also be quoted which can handle low and high temperature experiments	
v. Essential spare parts for magnet/spectrometer, initial supply of cryogen (liquid	
helium) required for installation should be provided by the NMR supplier at their	
expense	
v. Autosampler (quantity 2): Auto sampler with a capacity of 60 or more NMR	
samples and necessary accessories including equal sample spinners.	
6. Other essential accessories should be quoted	
i. A compatible online 15 KVA UPS with isolation transformer. Please specify items to	
be provided by the user such as UPS (with wattage), compressors, generators etc.	
required for installation and/or regular usage of the system	
ii. A 5HP scroll type (oil and moisture free) air compressor compatible with the instrument with an additional (min of 180L) S.S. buffer tank and one active	
alumina-based pressure swing dryer with suitable connectors fittings and filters	
7. Small electronics (2-Channel) in lower frequency, multinuclear brand band observe	
probe for liquid samples only.	
production inquire sumption of ingr	

Section: 3: Optional Items			
Technical Specifications	Qty	Compliance Yes/No	Deviation if any
i. Additional Staff for one year.			
ii. Extended warranty for 4 years after completion of standard one year warranty.			
iii. AMC charges beyond standard one year of additional warranty for section I &			
Section II items to be provided separately.			
iv. One additional dual probe, BBI probe for 400 MHz NMR to be quoted separately.			
v. 3 years of Helium supply for each magnet to be quoted separately.			
vi. One-time relocation of the complete 500 NMR system within the same campus shall be provided free of cost. Consumables and transportation costs (e.g., cryogens, helium refill, packaging materials) will be borne by the user.			
General requirements:			
i. All existing probes should be swapped within same field NMR magnets.			
ii. A detailed list of on-site installation requirements has to be provided by the vendor.			
iii. All replacement spares under warranty should be FOR IIT Indore			
iv. Delivery should be before 31 st March 2026.			
 Installation and Commissioning Complete installation of the equipment, and the liquid helium required for the installation should be decaylared by the NIMB expedience in recorded. 			
installation should be done/provided by the NMR supplier. In case of magnet- quench during the installation or at any subsequent time due to faulty design or any other technical failure, the complete cost of recharging or replacement should be borne by the vendor.	:		
 Installation, complete interfacing of the system with its subsystems, and commissioning is to be carried out by the vendor's factory-trained engineers, followed by a demonstration of the system's performance to the user's complete satisfaction. 	,		
 An estimated time schedule for installation, commissioning and training must be provided. 	!		
Service and support:			
i. During standard and additional warranty. All replacement spares items should be FOR IIT Indore			
ii. Regular upgrades to all software should be provided for entire service life of the instrument. The manufacturer has to take all the responsibilities (<i>including financial, insurance etc.</i>) shipping and installation.			
iii. Please quote the shortest possible delivery time of the complete system.			
Training The manufacturer/supplier of both 400 MHz & 500 MHz NMR should provide at least five days onsite training initially during installation to 2 technical staff and demo to students.			
Warranty			1
System should be covered for comprehensive standard warranty for 1 years from the manufacturer. All parts including spares should be covered under the warranty and			
 this fact should be clearly and explicitly specified in the tender document. The comprehensive Warranty should cover: i. All parts including accessories, spares and labour on site ii. Free maintenance and service on site or at factory with no cost, and 			
Regular up-gradation of software Installation in India			
Vendor should have at least TEN Installations of the above equipment in reputed government labs (latest list of users of the said instrument should be provided).			

TENDER No.: IITI(MM)/ANRF/PAIR/086/PRJ/DDS/2025-2026		
Service Facility and Down-Time Call Attendance		
 Supplier should clearly mention about their service set up in India for prompt service support along with contact details of service engineers specially trained on the offered system. 		
 The manufacturer and/or their Indian representative must have at least two qualified and factory trained service engineer in North India to be able to attend to service on submitting a complaint. Training certificates from the manufacturer have to be provided with the tender. 		
Spares		
The supplier should confirm the availability of spares for next 10 years from the date of		
installation.		
General Requirement All the items quoted by the vendor should be their latest model. The bid should include complete technical specification sheets where magnet, probe, and electronic specifications can be found. It should include complete pulse width and power level specifications, as well as sensitivity and resolution specifications on the stated standard samples (¹ H, ¹³ C, ¹⁵ N, ¹⁹ F and ³¹ P).		
Power Supply		
Should meet Indian Power standards preferably without use of external converters		
All the items asked in the NIQ must be included in the technical & financial quotation/	bid.	

Note:

- A) 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)

The State of Art with latest

available model of 400MHz

analysis of Liquid Samples

Spectrometer

TENDER NO.:

NMR

2

<u> अनुभाग- 5 / SECTION- V</u>

अमुल्यंकित तकनीकी बोली / UNPRICED TECHNICAL BID

भाग - 3 PART - III

(Bidder should provide the following details on Letter head)

Name of the Bidder									
Sr.	Item Description	Quantity	Make	Model	HSN	GST	Country		
No.	-	_			Code	%	of Origin		
1	Supply, Commissioning and Installation of State of the art 500 MHz Solid state NMR spectrometer								

Date:

SI	Other Terms & Conditions						
No.			Yes/No				
1.	Payment	100% payment will be released through RTGS/NEFT.					
	terms	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 60 days from the date of Purchase order.					
	Location	on (a) State of the art 500 MHz Solid state NMR spectrometer- At IIT Indore(M.P.) (b) Tesla based (operational frequency of 400 MHz)					
		Solution state NMR spectrometer- AT DAVV. Indore (M.P.)					
3.	Installation	Will be done by the firm free of cost within 30 days from					
		the date of delivery of the item.					
4.	Warranty	01 years on-site Comprehensive warranty from the date					
		of installation & acceptance of the item.					
5.	AMC	The bidder should quote AMC charges separately.					
		Note: The AMC will be optional.					
6.	Charges	Freight, unloading, insurance, delivery and any other kind					
		of charges will be borne by the vendor/firm/supplier.					
7.	Service	Bidder should provide onsite service support.					
	Support						
8.	Training	Onsite training should be provided by the firm free of cost					
		by the expert engineer					

<u>अन्भाग-6 /SECTION- VI</u>

वत्तीय 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.
- 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>

वा र्षक 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 :	
Sub: NIT No Dear Sir,		
-	lare that, our firm's Annual Turr Idited Accounts for your referen	
F.Y 2022-23	F.Y 2023-24	F.Y 2024-25
And,		
	our firm had filed Income Tax Re 2024-25. Supported by copy of	
(Signature of the Tenderer Company Seal: Date:)	

प्रपत्र -2 / FORM-II

निर्माता का अनुजा और वारंटी समर्थन पत्र

MANUFACTURER'S AUTHORIZATION & WARRANTY SUPPORT DECLARATION (on OEM's Letter Head)

	Date:
Tender No:	
To The Registrar Indian Institute of Technology Indore	
We, [name of Manufacture Insert type of goods manufactured] having Manufacturer's factories], do hereby authoriz submit a bid the purpose of which is to provide [insert name and or brief description of the good sign the contract.	e [insert complete name of Bidder] to the following goods, manufactured by us
We hereby extend our full guarantee, warran support in accordance with the Terms and Co 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 लए घोषणा

Declaration for Local Content

(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:					
To The Registi Indian Instit		nology Indore			
Sub: Decla	eration of Lo	ocal content			
Tender No:					
Name	of	Goods	&	Services	: -
2. We here exact %).	eby declare	that items offer	ed has		(Please provide
address	or location	to	alue additio	be	made: (Complete mentioned)
value of th	e item being	g offered minus	the value of		shall, be the total ontent in the item ent.
the Genera	al Financial	Rules for which	h a bidder o	r its successors	ule 175(1)(i)(h) of can be debarred Rules along with

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

such other actions as may be permissible under law."

<u>प्रपत्र -4 / FORM-IV</u>

डीपीआईआईटी पंजीकरण के लए 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

<u>प्रपत्र -5 / FORM-V</u>

स्वच्छ छ व कोई कानूनी 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	c Undertaking/Institute nor any criminal
case registered / pending against the firm or its own	er/ partners anywhere in India preceding
three years from the date of publishing of tender.	
I also certify that the above information is tr	ue and correct in any every respect and
in any case at a later date it is found that any de	etails provided above are incorrect, any
contract given to the above firm may be summarily to	erminated and the firm blacklisted.
Date:	Authorized Signatory
	Name:
Place:	Designation:
	Contact No.:

<u>प्रपत्र -6 / FORM-VI</u>

बोलीदाता सूचना प्रपत्र

BIDDER INFORMATION FORM

DIDDER INFO	DRMATION FORM
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)	

<u>प्रपत्र -7 / FORM-VII</u>

पछली 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 email address.

प्र<u>पत्र -8 / FORM-VIII</u>

	नि वदा शतों की स्वीकृति हेतु									
				ACCEP1	ANCE OF	TENDER T	ERMS			
		(То	be	given	on	Compa	ny	Letter	F	lead)
								Date: DD/M	IM/YY	ΥΥ
		ie Registrar		ology Indore						
	Sı	ıb: Accept	ance of Te	rms & Cond	ditions of T	ender				<u>"</u>
	De	ear Sir,								
1.	'Τe	ender/Work	' from the	led / obtain web site(s ioned websit) namely: _.					
2.	do sc tei the	cuments fi hedule(s), e ms / condi	om Page etc), which tions / clau nent. The r	hat I / we No. form part of ses containe ates quoted	to the contrac ed therein a	(includ t agreemer nd I have	ing all nt and I / no objed	documents ′ we shall ab ction for any	like and the of	nnexure(s), reby by the content of
3.			•	ditionally adum(s) in its t	•		nditions	of above-r	nentior	ned tender
4.			•	lare that ou or undertakin		not been	blacklis	sted/ debarr	ed by	any Govt.
5.		We do her tra.	eby declar	e that we ha	ve quoted	our firm rat	es inclu	sive of taxes	s if not	mentioned
6.	I/V su			this offe			days the sam			bound to ed period.
7.	st	ipulated tir	ne, then ir	e if we fail to estitute has rity Deposit	full power	to compo	und the	liquidity da	amage	s or forfeit

- the IIT Indore.
- 8. The articles shall be of the best quality and of the kind as per the requirement of the institution. The decision of the IIT Indore, India (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me. Should the said officer deem it necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.

- 9. I/We declare that no legal/financial irregularities are pending against the proprietor/partner of the biding firm or manufacturer.
- 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)

<u>प्रपत्र -9 / FORM-IX</u>

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
(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 Indian Ins	strar stitute of Technology Indore					
We, M/s hereby affirm that the engineers listed below are currently employed by our organization and have consistently provided service and support in their region. We attest to their professional competence, dedication, and commitment to delivering high-quality work.						
SI. No.	Name	E-mail Id	Contact No.			
1	Mr.					
2	Mr.					
3	Mr.					
4	Mr.					
5	Mr.					
We, M/s declare that we as original equipment manufacturers (OEMs) shall not be subjected to end of sale or end of support within the next ten years from the date of submission of this declaration. This commitment aims to ensure the continuity and reliability of products and services provided by us, fostering stability and trust						
We also certify that the above information is true and correct in 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 summarily terminated and the firm blacklisted.						
		(Sig Name Date :	nature of the Tenderer) Company 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 Nothan prices to any Government Department/PSU/Institution.	are not higher
2. I/We further certify that I/We have not supplied or quoted for any ite at prices lower than those quoted for the relevant items to any Gov Government/ Public/Institution within the period of 90 days preceding submission of the offer.	vernment/Semi-
3. I/We hereby undertake that I/We will not supply or quote for any item prices lower than those quoted for the relevant items to any Gov Government/ Public/ Institution/ within the period of validity of the offer	vernment/Semi-
4. I/We also undertake to bring the attention of the Authorities, any incide of any of the above paras within 30 days from the occurrence of further undertake to refund/reimburse the difference which may arise of any of the above paras and I/We also understand that the decision regards to the determination of quantum payable shall be final.	the breach and e due to breach
(Signature of the Tenderer/Owner) Name: Date: Official Seal	

<u>प्रपत्र -13 / FORM-XIII</u>

(To be submitted on Firm/Company Letterhead)

UNDERTAKING

I/We hereby declared that all the Test Reports compliances as per Standard Specifications mentioned in the NIT Document No: for
"Supply & Installation of" will be submitted by us, if required/asked.
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

<u>प्रपत्र -14 / FORM-XIV</u>

(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)

IIT Indore) INTEGRITY AGREEMENT									
This Integrity Agreement is made at on this day of 20									
BETWEEN									
The			•	•		-	Management, , (Hereinafter r		
'Princip	oal/Ow	ner', (Addr		'Principal/O	wner',	which expres	less repugnant to		
Name	and	Address	of the Indiv	idual/firm/C		ND v) through	 		
	ne "Bid	der/Contra					ails of duly authoneaning or contex		
					Prea	ımble			
"Contract". AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties. NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:									
Article 1: Commitment of the Principal / Owner									
The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles No employee of the Principal / Owner, personally or through any of his / her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to. The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage							tion with son, any al/Owner I will not		
			process or the						
The Principal/Owner shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.									

- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PoC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in 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.
- 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

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:

BUYER	
Assistant Registrar (R&D 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)