

## Annexure - B

### प्रपत्र - 1 / FORM - I

### बोलीदाता सूचना प्रपत्र

### Bidder Information Form

(To be submitted on Service Provider/ Company Letterhead)

1.	Name of the Organization	
2.	Registration Number	
3.	Manufacturer/ Distributor for the quoted product, if applicable	
4.	Registered Address with Pin code	
5.	Name of Director/ Partner(s)	
6.	Year of Establishment	
7.	Legal Status of the Organization (tick on appropriate option)	1. Limited Company 2. Undertaking 3. Joint Venture 4. Partnership 5. Others (In case of others, please specify)
8.	Category of the Organization	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)
9.	Contact Name, Email Id & Mobile No.	
10.	Bank Details	Name of Beneficiary : A/c. No. CC/CD/SB/OD: Name of Bank : IFSC NO. (Bank) : Branch Address and Branch Code:
11.	PAN No. of the Organization (copy should be enclosed)	
12.	GST No. of the Organization (copy should be enclosed)	
13.	EPF Registration No. of the Organization (copy should be enclosed)	
14.	ESI Registration No. of the Organization (copy should be enclosed)	
15.	Professional Tax Registration No. of the Organization (copy should be enclosed)	
16.	LWF Registration No. of the Organization (copy should be enclosed)	
17.	Labour Registration No. of the Organization as per CL&RA Act 1970 (registration copy should be enclosed)	

Date:

Place:

Company Seal

Authorized Signatory

Name:

Designation:

Contact No.:

**प्रपत्र - 2 / FORM - II**

**निविदा शर्तों की स्वीकृति हेतु/ Acceptance of Tender Terms**

*(To be submitted on Service Provider/ Company Letterhead)*

Date: DD/MM/YYYY

To,  
The Registrar  
Indian IIT Indore of Technology Indore  
Khandwa Road, Simrol  
Madhya Pradesh - 453552

**Sub:** Acceptance of Tender No. (this tender number) dated (this tender date)

1. I / We have downloaded/ obtained this tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely: \_\_\_\_\_.
2. I / We hereby certify that I/ we have read the entire terms and conditions of this tender from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc), which form part of the contract agreement.
3. I / We hereby unconditionally accept the tender conditions of above-mentioned tender and its corrigendum(s) (if any) in its totality / entirety. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of bid.
4. I / We do hereby declare that our firm has not been blacklisted/ debarred by any Govt. Department/Public Sector Undertaking/ Organization.
5. I / We do hereby declare that the prices quoted in our bid are inclusive of taxes, if not mentioned specifically.
6. I / We agree to keep this offer open until **180 days** from the date of opening of the tender and shall be bound to provide the said services till the specified period.
7. I / We agree that, in case, if we fail to provide the services as per the terms and conditions of this tender and agreement, then the IIT Indore has full power to deduct liquidated damages or forfeit the Bid Security/ EMD or take any necessary action as deemed fit.
8. I / We declare that no legal/ financial irregularities are pending against the proprietor/ partner of this firm.
9. I / We do hereby confirm that the prices/ rates quoted are fixed and are not higher than that approved by any other Govt. of State/ Central/ Institute/ Department/ PSUs during the current Financial Year. I / We also offer to provide the services at prices and rates not exceeding those mentioned in the price bid.
10. I / We do hereby confirm that I / We are aware of the provisions of "Make in India"/ Startup initiatives and directives regarding Price Preference Policy to Make in India Registered Bidders. I/We undertake to follow the same as per directions of the IIT Indore in respect of this E-Bid Enquiry.
11. I / We undertake that we shall be 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 the IIT Indore.

(Signature of the Bidder, with Official Seal)

**प्रपत्र - 3 / Form - III**

**स्वच्छ छवि/कोई कानूनी कार्रवाई नहीं होने के संबंध में घोषणा पत्र**  
**DECLARATION REGARDING CLEAN TRACK/NO LEGAL ACTION**  
(To be submitted on Service Provider/ Company Letterhead)

I hereby certify that my firm has neither been blacklisted/ debarred by any Institution of the Central or State Government, Govt. Departments/PSUs/Autonomous Bodies or concerned Bar Council in the last five years from the date of publishing of this tender and no bankruptcy/liquidation proceedings have been initiated against my firm by any entity/government or quasi-government agency of PSU.

I also certify that the above information is true and correct in every respect and in case, later it is found that any details provided above are incorrect, any contract given to us may be summarily terminated and the service provider blacklisted.

Date:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:

Company Seal

**Or**

I/we declare the following:-

No.	Country in which the company is debarred / blacklisted / case is pending	Blacklisted / debarred by Government / Semi Government Organizations / Institutions	Reason	Since when and for how long

In case the above information is found false I/we are fully aware that the tender/contract shall be liable to be rejected/cancelled by the IIT Indore and EMD / SD shall be forfeited.

In addition to the above, IIT Indore will not be responsible to pay the bills for any completed / partially completed work.

Date:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:

Company Seal

(NOTE: In case the company/firm was blacklisted previously, please provide the details regarding the period for which the company/firm was blacklisted and the reason/s for the same)

**प्रपत्र – 4 / FORM - IV**

**वार्षिक कारोबार की घोषणा और इनकम टैक्स रिटर्न**

**DECLARATION OF ANNUAL TURNOVER, PROFIT & LOSS AND  
INCOME TAX RETURN**

(To be submitted on Service Provider/ Company Letterhead)

To,  
The Registrar  
Indian IIT Indore of Technology Indore  
Khandwa Road, Simrol  
Madhya Pradesh - 453552

Date: DD/MM/YYYY

**Sub: NIT No.** \_\_\_\_\_ ”

Dear Sir,

I/we hereby declare that the details of our firm's for Annual Turnover and Profit & Loss is as mentioned below, and the documentary evidence of the Audited Accounts is placed as enclosure:

Financial Year	Turnover	Profit & loss	Remarks
2020-2021			
2021-2022			
2022-2023			

I/we hereby also declare that our firm had filed Income Tax Returns for the last three financial years and the filed copies of IT Return are enclosed.

My PAN No., GST Regn. No. are as follows:

PAN –  
GST –

Date:

Authorized Signatory

Place:

Name:  
Designation:  
Contact No.:

Company Seal

Attach a separate neatly typed sheet on the letter head of Registered Chartered Accountant OR enclose copies of audited Balance Sheet and Profit & Loss Statement for the previous 3 financial year as specified in bid document and further details, if required, may be asked after opening of technical bids. There is no need to upload an entire voluminous balance sheet.

**प्रपत्र – 5 / FORM - V**

**पिछले और वर्तमान अनुभव का विवरण**

**DETAILS OF PREVIOUS & CURRENT EXPERIENCE**

(To be submitted on Service Provider/ Company Letterhead)

To,  
The Registrar  
Indian IIT Indore of Technology Indore  
Khandwa Road, Simrol  
Madhya Pradesh - 453552

Date: DD/MM/YYYY

**Sub: NIT No.** \_\_\_\_\_”

Dear Sir,

Details of previous and current experiences with the clients are furnished below:

Name of the Client and full address	Order No. and Date	Description of the services offered	Telephone and Email id of the client	No. of Manpower Deployed	Tenure of contract	Value of contract

Date:

Place:

Company Seal

Authorized Signatory

Name:

Designation:

Contact No.:

**प्रपत्र – 6 / FORM - VI**

**सहमति – पत्र / Letter of Consent**

*(To be submitted on Service Provider/ Company Letterhead)*

Tender Ref. No. \_\_\_\_\_

Date: DD/MM/YYYY

To,  
The Registrar  
Indian IIT Indore of Technology Indore  
Khandwa Road, Simrol  
Madhya Pradesh - 453552

**Name of Work: “End-to-End Cleaning, Sanitation and Sanitization Solutions for IIT Indore”**

Dear Sir,

1. I/ We understand the nature and quantum of work to be carried out. I/ We have read the various conditions to tender including general conditions and hereby agree to abide by the said terms and conditions. I/ We also agree to keep this tender open for acceptance for a period of 180 days from the date of opening of Tender.
2. In case, the tender is withdrawn within the validity period or the contract if awarded is not accepted, I/ We understand that my/ our “Earnest Money Deposit” submitted along with the tender will be liable for forfeiture. The rate quoted is firm and I/ We will execute the work as per the rates quoted in the attached schedule and hereby bind myself/ ourselves to carry out the work during the entire contract period as per the letter of acceptance of the tender/ contract.
3. I/ We also hereby agree to abide by the rules and regulations of the IIT Indore, general conditions of the contract as amended from time to time and to carry out the work according to the conditions of the contract laid down by the IIT Indore.
4. A sum of Rs..... (Rupees.....) only is hereby forwarded as Earnest Money Deposit (EMD) via online. The full value of EMD shall stand forfeited without prejudice to any other right to remedies if I/ We do not execute the contract document within 7 (seven) days after getting information from the IIT Indore, or I / We do not commence the work within 15 (fifteen) days after getting information from the IIT Indore.
5. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us, subject to modifications, as may be mutually agreed between us and indicated in the letter of acceptance of my/ our offer for this work.

Date:

Authorized Signatory

Place:

Name:

Designation:

Company Seal

Contact No.:

**Note:** *The formats have been made available in the word format in the document titled ‘Annexures’. The format may also be downloaded; no change should be made by the tenderers except filling up details. In case any change is made in the contents of the formats, except filling -up details, it shall be treated as unauthorized and such tender will stand automatically disqualified.*

**प्रपत्र – 7 / FORM - VII**

**उपक्रम का प्रपत्र / FORM OF UNDERTAKING**

*(to be submitted by the successful company/agency before deployment of manpower)*

Tender Ref. No. \_\_\_\_\_

Date: DD/MM/YYYY

To,  
The Registrar  
Indian IIT Indore of Technology Indore  
Khandwa Road, Simrol  
Madhya Pradesh - 453552

**Name of Work: “End-to-End Cleaning, Sanitation and Sanitization Solutions for IIT Indore”**

We hereby declare that the advertisement inviting applications for deployment of Housekeeping Manpower and Machineries at IIT Indore has been published in \_\_\_\_\_ newspaper dated \_\_\_\_\_ exclusively and wide publicity has been given. The candidates have been evaluated with regard to the qualitative requirement as mentioned in the published invitation of application.

We will be liable to appropriate action as per the contract in case of any short-comings omission and commission.

SIGNATURE OF THE BIDDER OR HIS AUTHORIZED  
SIGNATORY

ADDRESS WITH SEAL OF THE AGENCY /FIRM

**प्रपत्र – 8 / FORM - VIII**

**बोली-पूर्व प्रश्न प्रपत्र**

**PRE-BID QUERY FORM**

*(To be submitted on Service Provider/ Company Letterhead)*

Name of the Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Email ID: \_\_\_\_\_

Contact No.: \_\_\_\_\_

Sl. No	Reference of the Clause No. of the Tender Document	Query/Clarification/Deviati on sought	Clarification/Response from IIT INDORE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			



**प्रपत्र - 9 / FORM - IX**

**सरकारी / अर्ध-सरकारी / स्वायत्त संगठन में प्रदान की गई**

**हाउसकीपिंग सेवाओं के लिए प्रदर्शन रिपोर्ट**

**Performance Report for Housekeeping Services provided in  
Government/ Semi-Government/ Autonomous Organizations**

*(To be issued by the organization where facility is being provided)*

1. Name of the Owner:
2. Name of the Company/Service Provider & Address:
3. Name and address of the organization where housekeeping services are provided:
4. Name and contact no. of the person in the organization for verification:
5. Date of award of contract:
6. Date of expiry of license/completion of contract:
7. Value of work in Contract:
8. Performance Report: Please tick/circle the correct option.

(a)	Quality of service	Excellent/Very Good/Good/Fair
(b)	Resourcefulness	Excellent/Very Good/Good/Fair
(c)	Behaviour and Attitude	Excellent/Very Good/Good/Fair
(d)	Redressal of complaints and Promptness	Excellent/Very Good/Good/Fair

Seal of the Organization

Signature of the Organization's Official  
Designation:

Date:

**प्रपत्र - 10 / FORM - X**

**परफॉर्मेंस सिक्योरिटी प्रारूप / PERFORMANCE SECURITY FORMAT**

*(To be submitted on Service Provider/ Company Letterhead)*

To,

.....

**WHEREAS** ..... (name and address of the service provider) (hereinafter called "the service provider") has undertaken, in pursuance of contract no. .... Dated .....to supply (description of goods and services) (hereinafter called "the contract").

**AND WHEREAS** it has been stipulated by you in the said contract that the service provider 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 service provider such a bank guarantee:

**NOW THEREFORE** we hereby affirm that we are guarantors and responsible to you, on behalf of the service provider, up to a total of ..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the service provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We further undertake to pay the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the service provider(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 made by us under this bond shall be a valid discharge of our liability for payment thereunder and the service provider(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 service provider 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 service provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the ..... day of ....., 20.....

(Signature of the authorized officer of the Bank)  
Name and designation of the officer

Seal:

Name & address of the Bank

Address of the Branch:

Phone No.:

E-mail ID:.

**प्रपत्र - 11 / FORM - XI**

**गैर-प्रकटीकरण समझौता (एनडीए)/तृतीय पक्ष गैर-प्रकटीकरण समझौता**  
**Non-Disclosure Agreement (NDA)/ Third Party Non-Disclosure Agreement**  
(To be submitted on Service Provider/ Company Letterhead)

I, \_\_\_\_\_, on behalf of the \_\_\_\_\_ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with IIT Indore on contract is confidential and that the nature of the business of the IIT Indore is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the IIT Indore. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting of but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data.

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return all documents and property of IIT Indore to IIT Indore, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to IIT Indore's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes, or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the IIT Indore and are reasonable given the nature of the business carried on by the IIT Indore. I agree that this agreement shall be governed by and construed in accordance with the laws of the country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at \_\_\_\_\_, this \_\_\_\_ day of, 20\_\_\_\_.

Date:

Authorized Signatory

Place:

Name:  
Designation:  
Contact No.:

Company Seal

**प्रपत्र – 12 / FORM – XII**

**समगता समझौता**

**INTEGRITY AGREEMENT**

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

This Integrity Agreement is made at ..... on this ..... day of..... 20.....

BETWEEN

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

AND

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

**Preamble**

WHEREAS the Principal/ Owner has floated the Tender (NIT No.....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for .....at IIT Indore." (Name of work) hereinafter referred to as the "Contract". AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

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

**Article 1: Commitment of the Principal/ Owner**

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) 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.
  - (b) The Principal/ Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/ Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - (c) 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.

## **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 service provider, 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 to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - (c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PoC Act. Further the Bidder(s) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal / Owner as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
  - (d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly, Bidder(s) / Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a 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 service provider indulge in fraudulent practices means a wilful 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 service provider 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 conforming 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 an incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

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

#### **Article 6: Duration of the Pact**

1. 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.
2. 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 Headquarters of the Division of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board Resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. It is agreed 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/Contract documents with regard to any of the provisions covered under this Integrity Pact.

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

.....  
**Assistant Registrar (MMS), IIT INDORE**  
**Date & Place:**

.....  
**BIDDER Signature with Seal**  
**Date & Place:**

WITNESSES:

1. .... **(Indenter)**  
(Signature, name and address)
2. ....  
(Signature, name and address)

WITNESSES:

1. ....  
(Signature, name and address)
2. ....  
(Signature, name and address)