



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

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

Bidding Documents for  
Supply and Installation of  
“High Resolution Transmission Electron Microscope  
(HRTEM)”

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

प्रमुख अधिकारी  
(आवृत्ति प्रबंधन विभाग)  
Deputy Registrar  
(Materials Management Section)

**TENDER No.: IITI(MM)/SIC/1/1A/452/DAB/2024-25**



भारतीय प्रौद्योगिकी संस्थान, इंदौर  
सिमरोल, खंडवारोड, भारत,पिन- 453552

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

दूरभाष:91-0731-6603551/3592

Tel.: 91-0731-6603551/3592

Email: [mms@iiti.ac.in](mailto:mms@iiti.ac.in)

**TENDER DOCUMENT FOR E-PROCUREMENT**

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

The details are as follows:

Sl. No.	Name of the Item	NIT No.	EMD
01.	Supply and Installation of "High Resolution Transmission Electron Microscope (HRTEM)"	452	Rs. 29,55,000.00 (Rupees Two Nine Lakh and Fifty Five Thousand Only) Online EMD Submission: Bidder can submit their EMD online by visiting the below link: <a href="https://www.onlinesbi.sbi/sbcollect/collecthome.htm">https://www.onlinesbi.sbi/sbcollect/collecthome.htm</a>

**Note:**

- I. Tender Documents with detailed terms & conditions can be downloaded from websites: <https://www.iiti.ac.in/tender> & <https://eprocure.gov.in/eprocure/app>
- II. All the details/documents pertaining to the tender such as tender document, pre-bid report, corrigendum, and any further updates shall be available on IIT Indore website, and Central Public Procurement Portal.
- III. Bids/Quotations may be submitted directly by the OEM or their Authorized distributors/Dealers/Resell Agents/Channel Partners with valid proof of authorization.

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

For any issues related to tender please contact Material Management Section,  
Tel: +91- 0731-660 Ext 3551/3580/3592 Email: [mms@iiti.ac.in](mailto:mms@iiti.ac.in)

Deputy Registrar  
MM Section, IIT, Indore

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

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**CHAPTER- 1**  
**SCHEDULE OF TENDER**

Sl. No.	Event	Date and Time/ Remarks
01	Commencement of Downloading of Tender Document	Jan 17, 2025 <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> and <a href="https://www.iiti.ac.in/tender">https://www.iiti.ac.in/tender</a>
02	Online Prebid Meeting	Jan 27, 2025 via google meet, at 3:00 PM. Link- <a href="https://meet.google.com/buk-kcrp-yvx">meet.google.com/buk-kcrp-yvx</a>
03	Bid Submission Start Date	Jan 30, 2025
04	Last date & Time of Submission of Bids Online (Technical and Financial Bid)	Feb. 17, 2025 up till 03:00 PM, (IST) Please refer NIT Documents
05	Date & Time of Opening of Technical Bids	Feb. 18, 2025, at 03:00 PM, (IST) Please refer NIT Documents
06	All communications with respect to the tender shall be addressed to:	Deputy Registrar, MM Section 4th Floor, Abhinandan Bhawan (West Wing), Indian Institute of Technology, Indore Khandwa Road Simrol, Indore- 453552 Tel.: 0731-660 Ext 3592/3551 Email: <a href="mailto:swapnil@iiti.ac.in">swapnil@iiti.ac.in</a> , <a href="mailto:mms@iiti.ac.in">mms@iiti.ac.in</a>
07	For any assistance required	CPP Portal website: <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> CPP Portal Help Desk Toll-Free No.: 18002337315, 180030702232

**# Note:**

- 1) Prospective bidders are advised to submit their doubts/questions/clarifications as per Annexure-VIII, if any, bearing tender no., title and marked "Queries for Pre-Bid Meeting" through Mail, (Mail ID: [swapnil@iiti.ac.in](mailto:swapnil@iiti.ac.in) & [mms@iiti.ac.in](mailto:mms@iiti.ac.in)) as per the schedule mentioned above.
- 2) If the tender doesn't open on the above-mentioned date, because of any unforeseen circumstances, then the next working day will be considered as the tender-opening date.

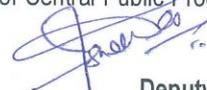


Deputy Registrar  
MM Section, IIT, Indore

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

**CHAPTER- 2**  
**INSTRUCTIONS TO THE BIDDERS**

1. The tender shall be submitted in accordance with these instructions and any tender not conforming to the instructions as under is liable to be rejected. These instructions shall form the part of the tender and the contract.
2. For Online Bid Submission as per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)). The bidders are requested to submit the copies of their bids electronically (digitally) on CPP Portal, using valid Digital Signature Certificates. More useful information regarding submission of the online bids is available/obtained at [URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app) on the CPP Portal.
3. The Bidders are requested to read and tender document carefully and ensure all the compliance with instructions herein. Non-Compliance of the instructions contained in this document may disqualify the bidders from the tender process.
4. **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](http://eprocure.gov.in/eprocure/app) by clicking on the link "**Click here to Enroll**". Enrolment on the CPP Portal is free of charge.
5. Foreign Bidders have to refer "DSC details for foreign Bidders" for Digital signature Certificates requirements which comes under Download Tab at <http://eprocure.gov.in/eprocure/app?page=Standard Bidding Documents &service=page> and the remaining part is same as above and below.
6. While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any tenderer stipulate any condition of his own, such conditional tender is liable to be rejected.
7. IIT Indore reserves the right to reject any tender/bid wholly or partly without assigning any reason/justification to any.
8. The Technical Evaluation Committee constituted by the IIT Indore shall have the right to verify the particulars furnished by the bidder independently.
9. Tenderer shall take into account all costs including Cartage, Freight, Installation, Commissioning, Testing and Training etc. of material at site i.e. IIT Indore before quoting the rates. In this regard no claim for any extra payment/work for any reason shall be entertained.
10. The item should be delivered at IIT Indore, Khandwa Road, Simrol, Indore PIN 453552 and the supplier shall be responsible for any damage/casualty during the transit of goods.
11. All the tender documents & price bid to be uploaded as per this tender are to be digitally signed by the bidder.
12. Interested bonafide and reputed manufacturers/Indian agents (on behalf of their foreign principals) may submit online bids for each of the above furniture along with all requisite documents and scanned copy of online EMD submission reference.
13. 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.**
14. 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.
15. 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.
16. 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>

  
Deputy Registrar (MM)

**CHAPTER - 3**  
**INSTRUCTIONS FOR ONLINE BID SUBMISSION**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

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

**REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As a part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

**SEARCHING FOR TENDER DOCUMENTS**

- 7) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 8) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 9) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

**PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum/prebid report published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor valid certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

**SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload\ the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be liable to be rejected. **The vendor/firm should fill the complete details as mentioned in BOQ and exclusion of any cell of BOQ (Financial bid), the cost will be treated as inclusive of GST and other charges as mentioned in the BOQ column.**
- 4) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 8) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

**ASSISTANCE TO BIDDERS**

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

**GENERAL INSTRUCTIONS TO THE BIDDERS**

- 1) The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in pdf format.
- 2) Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".
- 3) Tenderer are advised to follow the instructions provided in the "Instructions to the Tenderer" for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>

**Online Bid Form**

The bidder shall complete the online bid form and the appropriate price schedule furnished in the online bidding documents, indicating, inter alia for the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

**Online Bid prices**

The Bidder shall indicate on the Price Schedule the unit price and total bid prices of the goods it proposes to supply under the Contract. To this end, the Bidders are allowed the option to submit the online bids for any one or more schedule specified in the "Schedule of Requirement" and to offer discounts for combined schedules. However, Bidders shall quote

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for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such bids (for the schedule in question) will not be taken into account for evaluation and will not be considered for award.

Prices indicated in the online price schedule shall be entered separately in the following manner.

**I. For goods offered from within India:**

- a. The price of the goods should be quoted for destination basis, charges towards freight; installation etc. may be mentioned inclusive of GST as applicable after referring the attached GST Notification.
- b. Any sales or other taxes/duties should be clearly mentioned, which will be payable on the goods in India if the contract is awarded.
- c. Charges for inland transportation, insurance and other local costs incidental to delivery of goods to their final destination should be mentioned.
- d. Any element of cost, taxes, duties levies etc. not specifically indicated in the online bid, shall not be paid by the purchaser. **If 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.**

**II. For goods offered from abroad**

- a. **The price of goods shall be quoted in Ex-Works/FOB/FCA/CIP/CIF/FORD and the same should be mentioned in terms & conditions of the firm.**
- b. Charges for inland transportation, insurance and other local costs incidental to delivery of the goods from the port of entry in India to their final destination should be specified.
- c. The terms FOB, CIF, CIP etc. shall be governed by the rules and regulations prescribed in the current edition of INCOTERMS, published by the Chamber of Commerce, Paris.
- d. Prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account, unless otherwise specified in the Schedule of Requirements.

**III. Bid currencies**

- a. For domestic goods prices shall be quoted in Indian rupees only. Commission for Indian Agent, if payable, shall also be quoted in Indian Rupees only.
- b. For imported goods prices shall be quoted either in Indian rupees or may be quoted in foreign currency and the portion of the allied work and services, which are to be undertaken in India (like supply and installation of Furniture), are to be quoted in Indian currency.

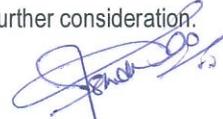
**IV. Indian Agent**

If a foreign bidder has engaged an agent in India in connection with its online bid it will be required to give the following information in the online bid:

- i) Name and Address of the Indian agent with their permanent income tax number.
- ii) Details of the services the agent will render
- iii) Agency commission shall be indicated in the space provided for in the price schedule and will be paid to the bidder's agent in Indian rupees.

**IV. Period of validity of online bids: Online Bids shall remain valid for acceptance for 180 days after the date of bid submission.**

**Note** – Non-compliance of the above mentioned points may disqualify your offer for further consideration.



Deputy Registrar  
MM Section, IIT, Indore

उप कुलसचिव  
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(Materials Management Section)

**CHAPTER- 4**  
**GENERAL TERMS AND CONDITIONS**

1. **Bidder:** Tenders are invited only from **Original Equipment Manufacturers OR their Authorized Distributors/ Dealers/Firms etc.**, Vendors are requested to **attach valid proof** 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: Two- Bid through Online Mode.**
  - (a) **Technical Bid:** 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:** The financial bids of technical qualified responsive bidders will be opened.
3. **Confidentiality:** Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.  
Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.
4. **Pre-Bid Meeting:** Pre-Bid meeting specified as mentioned date and time in Time Schedule of this document. The purpose of the meeting is to answer the queries of the prospective bidders on the technical bid and commercial terms and conditions of this tender. In view of the above, prospective bidders are advised to submit their doubts/questions/clarifications as per **Form-9**, if any, bearing tender no., title and marked "Queries for Pre-Bid Meeting" through Mail, (Mail ID: [mms@iiti.ac.in](mailto:mms@iiti.ac.in) & [swapnil@iiti.ac.in](mailto:swapnil@iiti.ac.in)) as per the schedule mentioned in the chapter-1. 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.
5. **Bid Submission:** Bidders are requested to submit the bids after the issue of minutes of the pre-bid meeting duly considering the changes made if any, during the pre-bid meeting. Bidders are totally responsible for incorporating/complying with the changes/amendments issued if any during pre-bid meetings in their bid. All the two parts of the bid shall be submitted online on <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.**
6. **Late Bids:** IIT Indore shall not be responsible for non-receipt bid due to internet issues or any other reasons.
7. **Bid Validity:** The bids shall be valid for a period of **180 days** from the date of opening of the tenders.
8. **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.
9. **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. In two-parts bidding, the financial bid shall be opened only for those who qualified in the technical evaluation stage by the committee.

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- (a) **Bid Security (EMD):** 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 of Industrial Policy & Promotion (DIPP).
- b) In such case, a copy of the valid certificate showing registration with the abovementioned institutions to be uploaded in Cover-I of the e-tender in PDF format.
- c) 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.
- d) The EMD will be returned to the unsuccessful bidders after the order (s) are placed with the successful technically qualified L-1 bidder.
- e) 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.
- f) No interest will be payable by the Purchaser on the Earnest Money Deposit. **The earnest money of all the unsuccessful tenderers will be returned to them after the finalization of order or immediately after the completion of the validity of the bid.** 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. BANK DETAILS:**

Account Name : Registrar IIT Indore  
Account No. : 36948979864  
IFSC Code : SBIN0030524  
Bank Name : State Bank of India  
Branch Address : Simrol Branch, District- Indore (M.P.)

- 11. Preliminary Examination:** The technical evaluation committee shall examine the bids to confirm that all documents and technical documentation requested in Chapter-6 have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the offer shall be liable to be rejected.
- (a) Technical Bid and Price Bid,
  - (b) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, are to be treated as unresponsive and shall be ignored.
  - (c) **If required, technical committee may invite the bidders for technical demonstration of the quoted item/equipment as part of the technical evaluation.**
- 12.** The financial offer/bid will be opened only for the offer/bid which submits all the required necessary documents and verified by the technical committee as technically qualified bidder as per Tender.
- 13. Bid Evaluation Procedure:** For the purpose of selection of the bidder, a two-stage bidding process will be followed.
- i. The response to the tender should be submitted in two parts viz. Technical Bid & Commercial Bid.
  - ii. Evaluation will be done strictly on Pre-Qualification and Technical criteria as mentioned chapter 6 & 7. If required, the committee may invite the bidders to demonstrate the specification, features of the quoted item as part of the technical evaluation.

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- iii. In case of Indigenous, 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.
- iv. **In case of import**, the below mentioned calculation will be followed to arrive at the technically qualified lowest responsive bidder:

Sl.No	INCOTERMS	Details of Add on cost
1.	EX-WORKS	ADD ON 25% of EXWORKS PRICE against inland freight, export clearance, air freight, insurance, loading & unloading, custom duty (@5.15% ), 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%), custom clearance, stamp duty etc., transportation.
3.	CIP/CIF	ADD ON 15% of CIP/CIF PRICE against insurance, loading & unloading, custom duty (@5.15%), custom clearance, stamp duty etc., transportation.
4.	FORD IITI	ADD on 5.15% against Custom Duty

- v. **Award Criteria:** The Purchaser reserve the rights to award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- vi. **Purchaser's Right to vary Quantities at Time of Award:** The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the tender without any change in unit price or other terms and conditions. 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.
- vii. **Option Clause:** The Purchaser reserves the right to increase or decrease the quantity 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).
- viii. **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.
- ix. **Purchaser's right to accept Any Bid and to reject any or All Bids:** 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, without thereby incurring any liability to the affected Bidder or Bidders.
- x. **Notification of Award:** 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.
- xi. **Signing of Contract:** The IITI shall send the successful Bidder the Purchase Order. Within 05 (Five) days of date of the Purchase Order, the successful Bidder shall sign, date, and return it to the IITI.
- xii. **Order Acceptance:** The successful bidder should submit Order acceptance within 14 days from the date of issue of order/signing of contract, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited
- xiii. **Place of Delivery& Schedule:** IIT Indore, Simrol, Khandwa Road, Indore – 453552 and should be delivered within given schedule.

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**14. Concession/Exemptions:**

**a) 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. 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.

**15. 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. bidder participates in more than one bid in this bidding process. Participation by a bidder in 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 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

**16. Guarantee/ Warranty:** The equipment should be covered 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 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. The payments shall be made only after receiving the material in the required specifications and quality to the satisfaction of the Institute authorities.
- b) Upon receipt of notice for defective material, the firm shall within 15 days of receipt of the notice, replace the defective material, free of cost at the destination. 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.

**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. 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' final destination and the absence of heavy handling facilities at all points in transit, including the final destination. The packing, marking

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and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in the contract and in any subsequent instructions ordered by the Purchaser. 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. The date of delivery should be strictly adhered to failing which the purchase order is liable to be cancelled. Penalty may be imposed as per P.O. terms & conditions. Goods should be securely, safely and adequately packed & dispatched and delivered at the risk of supplier. In case of damage consignment the same should be replaced without any cost to the Buyer and the supplier can collect the damaged consignment after satisfactory replacement.

19. **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. The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment. \
20. **Right of Acceptance:** This Institute does not pledge itself and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the firm shall supply the same at the rate quoted. The firm shall be at liberty to tender for the whole or any portion or to state in the tender that the rate quoted shall apply only if the entire quantity is taken from the firm.
21. **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.
22. **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.
23. **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.**
24. **FURNISHING FRAUDULENT INFORMATION/ DOCUMENT-** If it is found that a bidder has furnished fraudulent document/information, the bid security/performance security (wherever applicable) shall be forfeited and the bidder/vendor will be debarred for a period of 3 (three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced.
25. IIT Indore reserves the right to call for techno-commercial/price negotiations. The company should depute a competent representative for such discussion/negotiations whenever called for and he shall be competent to make on-the-spot decisions.
26. IIT Indore does not bind itself to accept the lowest or any tender and may cancel/withdrawal the tender without assigning any reason and no claim whatsoever, for any reason arising out of such action, will be entertained by IIT Indore.

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27. 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.
28. **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.
29. The firm may give any of their commercial terms, if required, in their techno-commercial offer only, and price quotation should contain only the price.
30. 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.
31. 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.**
32. 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.
33. **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.
34. **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.



Deputy Registrar  
MM Section, IIT, Indore

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

**Benefits to Micro and Small Enterprises (MSEs)/Start-Up:**

With reference to the Order of the Ministry of MSME , under the Public Procurement Policy March 2012 , Micro and Small Enterprises shall be entitled for benefits, subject to terms and conditions, as under:

a) ***Qualifying Criteria for MSEs , SC/ST vendors :***

i. **MSE bidders must submit registration certificates from any of the following (or any other body specified by the Ministry of MSME) :**

- National Small Industries Corporation (NSIC)
- District Industries Centres (DIC)
- Coir Board
- Khadi and Village Industries Commission (KVIC)
- Khadi and Village Industries Board (KVIB)
- Directorate of Handicrafts and Handloom
- Adhar Udyog Memorandum

ii. SC/ST owned enterprises (i.e. SC/ST proprietorship, or holding minimum 51% shares in case of Partnership/ Private Limited Companies) shall additionally submit relevant SC/ST certificates issued by any of the following:

- District/Additional District Magistrate /Collector/Deputy Commissioner/ Additional Deputy Commissioner/Deputy Collector/1<sup>st</sup> Class Stipendiary Magistrate/Sub-divisional Magistrate / Taluka Magistrate / Executive Magistrate/ Extra Assistant Commissioner
- Chief Presidency magistrate /Additional Chief Presidency magistrate /Presidency magistrate
- Revenue Officer not below the rank of Tehsildar
- Sub-divisional Officer of the area where the individual and/or his family normally resides

iii. The registration shall be valid as on date of placement of order. A self- attested photocopy of the relevant certificate shall be submitted as a support document.

iv. The registration must be for the items/category of items /services relevant to the tendered items/category of items/services.

v. **If the bidder is a MSME, it shall declare in the bid document the Udyog Adhar Memorandum Number issue to it under MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs order 2012.”**

vi. **The benefit as above to MSEs shall be available only for Goods produced and services rendered by MSEs. However, trader/sellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.**

b) ***Purchase Preference for MSE :***

- i. Price quotation in tenders: In tender, participating Micro and Small Enterprises, quoting price within price band of L1+15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such MSE shall be allowed to supply up to 25 per cent of total tender value..
- ii. A share of 4% out of this 25% shall be allowed to be supplied by participating MSEs owned by Scheduled Cast/Scheduled Tribe entrepreneurs. In the case of an SC/ST owned MSE failing to participate in the tender or not meeting the tender requirements, this 4% sub-target shall be met by other participating MSEs.
- iii. A share of 3% out of this 25% shall be allowed to be supplied by participating MSEs owned by Women Entrepreneur (proprietorship or holding minimum 51% shares in case of Partnership/Private Limited Company).
- iv. In case that two or more MSEs are within the L1 +15% band, all such MSEs will be offered the opportunity to match the L1 rate and 25% of the order will be shared equally by them.
- v. Where the MSE is SC/ST owned or Women Entrepreneurs, they shall be exclusively awarded a share of 4% & 3% of the above 25% in addition to equally sharing the balance 18% with other non-SC/ST or Women Entrepreneur MSEs.

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- vi. In case of more than one SC/ST or Women Entrepreneur MSE matching the L1 price, they shall equally share 4% & 3% of the order, and additionally share the balance 18% with other non-SC/ST & Women Entrepreneur MSE bidders.

(ii) **Startup(s):** relaxation regarding prior turnover and prior experience is applicable only to all startups recognized by Department for Promotion of Industry & Internal Trade (DPIIT) subject to meeting of quality and technical specifications. Startups may be MSMEs or otherwise.. However, they must enclose valid self-attested registration certificate(s) along with the tender to this effect

**Public Procurement (Preference to Make in India), Order 2017**

Purchase preference shall be given to Class-I/Class-II local Suppliers meeting the institute requirement of minimum in line with the public procurement (Preference to Make in India) vide OM No. P45021/2/2017-PP (BE-II) dated 04 June 2020. A Self-Declaration Certificate regarding "Class-I Supplier" for the tendered item as per the Annexure- is to be submitted.

**Purchase preference** shall be given to Class I local suppliers in all procurements undertaken by the purchaser in the following manner:

- a. **Among all qualified bids, the lowest bid will be termed as L1.** If L1 is from a 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- b) **If L1 bid is not a 'Class-I local supplier,** 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c) In the procurements of goods which are not divisible in nature the Class-I local supplier shall get purchase preference over 'Class-II local supplier' as per following procedure:
  - i. **Among all qualified bids, the lowest bid will be termed as L1.** If L1 is from a Class-I local supplier, the contract will be awarded to L1.
  - ii. **If L1 is not** from a 'Class-I local supplier', the lowest bidder among the 'Class-I local suppliers, will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
  - iii. **In case such lowest eligible 'Class-I local supplier' fails to match the L1 price,** the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local suppliers' within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder 'Class-II local supplier'.
  - iv. **'Class-II local supplier' will not get purchase preference in any procurement** undertaken by the procuring entity

**CHAPTER- 5**  
**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), Manufacturer's guarantee certificate; bank details/cancelled cheque, installation report, performance bank guarantee (if asked) etc. to the Joint Registrar MM Section, IIT Indore.
  - a) **In case of indigenous, the payment term may be**
    - (i) 80% of the unit cost will be paid against delivery of the goods received in good conditions at IIT Indore and accepted by the user department.
    - (ii) 20% of the balance of each unit cost will be paid after satisfactory Installation, Commissioning, Testing & Training of the IIT employees and submission of performance bank guarantee.
  - b) **In case of import, the payment term may be**
    - i) 100% through Letter of Credit (LC)/Wire Transfer – 80% payment will be released against dispatch documents by our authorized banker.
    - ii) 20% balance after satisfactory Installation, Commissioning, Testing & Training of the IIT employees and submission of performance bank guarantee.
2. **Performance Security:** Within Thirty Days (30) days from the date of satisfactory Installation, Commissioning, Testing & Training, the firm must submit performance security of 5% of the total order value from an Indian Scheduled Bank before the release of the final payment and after satisfactory installation and commissioning of the furniture in the form bank guarantee **valid upto sixty (60) days** beyond the warranty period. No interest will be payable by the Purchaser on the Performance Security deposited. In case the supplier fails to provide satisfactory after-sale service within the warranty period, the Performance Security submitted by the firm is liable to be forfeited.
3. **DEMONSTRATION of the Quoted equipment:** The IIT Indore reserve the right to ask for a free demonstration of the quoted equipment after giving reasonable time to the bidder at a pre-determined place acceptable to the purchaser for technical acceptability as per the bidding document specifications, before the opening of the Price Bid.
4. **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.
5. Items should be delivered only on Working Days (Monday to Friday) during office Hours only i.e. between 10.00 am to 04.00 pm.
6. **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.
7. **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.**
8. **Liquidated Damages:** -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. In case of delay in satisfactory Installation Commissioning, Testing, Training, Inspection, Certification etc. also the same rate of penalty shall be leviable. Non- Delivery of material/service may lead to forfeiture of PBG and debarment of the supplier.
9. **Delivery: Free delivery at IIT Indore in case of indigenous orders.** In case of imported offers standard Incoterms shall be applicable. **The bidders must quote both in EX-WORKS/DAP/FORD value for deciding the mode of shipment in case of Import.**
10. In case 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.
11. 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.

**CHAPTER- 6**  
**Essential Qualification Criteria**

**LIST OF DOCUMENTS TO BE UPLOADED WITH TECHNICAL BID as Annexure- I**

Sl. No.	Details	Supporting Document Should be Submitted
1.	The Bidder should be OEM/Authorized/Distributors/Dealers/Firms etc. and should have the existence of firm for a minimum period of 5 Years.	For OEM:- Valid Certificate of Incorporation/Registration Certificate of the
2.	Bidder should submit a valid Manufacturers Authorization Form specific to this tender.	The authorization letter 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. <b>Offer submitted without proper authorization shall be liable to be rejected summarily.</b>
3.	The firm should have a strong technical support team available in India to rectify the technical issues related to the equipment supply within 24 Hrs.	Bidder should enclose the details of service support (Escalation Matrix details).
4.	<b>Udyog Adhar Memorandum No. if bidder claim MSEs.</b> Copy of valid PAN card, Copy of valid GST registration certificate	Self-certified copies of documents.
5.	<b>WORK EXPERIENCE:</b> The Vendors / Bidders should have work experience as per the following parameters.  Three similar completed work costing not less than <b>Rs. 2,21,59,418/-</b> in last 03 (three) years for any Govt./Semi Govt./Centrally Funded Technical Institutes (CFTI) which includes IITs, IISERs, IIMs, NITs, IIITs, NITTTRs, IISc and IEST), CSIR Institutes, Central Universities and /or DAE Institutes (NISER, TIFR) OR Two similar completed work costing not less than <b>Rs. 2,95,45,891/-</b> in last 03 (three) for any Govt./Semi Govt./Centrally Funded Technical Institutes (CFTI) which includes IITs, IISERs, IIMs, NITs, IIITs, NITTTRs, IISc and IEST), CSIR Institutes, Central Universities and /or DAE Institutes (NISER, TIFR). OR One similar completed work costing not less than <b>Rs. 5,17,05,309/-</b> in last 03 (three) years for any Govt./Semi Govt./Centrally Funded Technical Institutes (CFTI) which includes IITs, IISERs, IIMs, NITs, IIITs, NITTTRs, IISc and IEST), CSIR Institutes, Central Universities and /or DAE Institutes (NISER, TIFR).	Work orders and satisfactory completion valid certificates issued by respective buyer organization of the above order in support of experience to be enclosed. <b>Without submission of completion certificate the experience will not be considered.</b>  The valid certificate should be in Letter Head of the concerned government organization with authorized signatory.

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	Note: Similar work means Supply & Installation of High Resolution Transmission Electron Microscope (HRTEM)	
6.	Bidder Information	As per enclosed Form-V
7.	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-VI
8.	Bidder Acceptance of Tender Document	As per enclosed Form-VII
9.	The bidder should not have been blacklisted by any Government / Semi Government / Board /Corporations /Autonomous Body/ PSU. An undertaking/declaration in this regard should be closed. If any such matter i.e. of blacklisting /suspension is subjudice, even then the concerned firm shall be technically disqualified. <i>"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".</i>	As per enclosed Form-IV
10.	<b>FINANCIAL TURNOVER:</b> The firm should have annual financial turnover more than <b>Rs. 7,00,00,000/-</b> during the past three financial years namely 2021-22, 2022-23 and 2023-24. And In case of OEM, the Average Annual Turn Over should be <b>Rs. 29,50,00,000/-</b> during the last three financial years namely 2021-22, 2022-23 and 2023-24.  The Vendors / Bidders should not have incurred any loss during the last 03 (three) years (as of 31st March, 2024).Profit after Tax should be positive for the above mentioned period.	As per enclosed Form-VIII and Attach a separate neatly typed sheet on the letter head of Registered Chartered Accountant OR enclose copies of audited Balance Sheet and Profit & Loss Statement for the previous 4 (four) financial year as specified in bid document and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.
11.	<b>Solvency Certificate-</b> Bidder or OEM must submit a certificate of <b>Rs. 5,90,91,782/-</b> . The certificate should be issued from Scheduled Commercial Public Sector Bank and the same should not be more than 06 months old as on the last date of bid submission.	The certificate should be on letter head of the Bank. This certificate should not be more than 06 months old as on the last date of bid submission.
12.	The quoted products should not be under end of sales or end of support in next 05(five) years from the date of submission	(Declaration from OEM/ Authorized Distributors/Dealers/firms should be submitted)
13.	The bidding firm/company must be a single company and no consortium should be allowed.	(Declaration from OEM/ Authorized Distributors/Dealers/firms should be submitted)
14.	<b>CATALOGUE and PHOTOGRAPHS:</b> Firm should submit 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. Photographs related to material/items should be enclosed and Dimensions of material/item, weight and space	Sealed and signed document

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	requirements should also be submitted in technical offer.	
15.	Information Accessibility: Product details and technical specifications of the model should be available to the public on OEM official website for verification.	Sealed and signed document
16.	Make In India*- Class-I or Class-II Local Supplier.	<p>A Self-Declaration Certificate regarding "Class-I or Class-II Local Supplier" for the tendered item as per the <b>Form-II</b> - is to be submitted.</p> <p><i>However, the item is exempted under (The OM No. F.4/1/2023-PPD (pt.) dated-28/06/2024 issued by Ministry of Finance, DoE under Rule 161(iv) of GFR-2017 for issuance of GTE for procurement of Medical Devices is applicable to this tender.)</i></p> <p><i>Accordingly, non -local supplier can also participate.</i></p>
17	NIT Forms 01 to 17	It is mandatory to fill all the forms duly sealed and signed by the authority and attach a separate neatly typed sheet wherever is required.

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

**Signature & Seal of Bidder**

## Chapter-7

## Technical Specification Bid

(Bidder should submit compliance matrix along with Technical Bid)

Item details and technical specifications as mentioned below: Supply & Installation of "High Resolution Transmission Electron Microscope (HRTEM)"

The desired HRTEM should have Cold Field Emission gun as electron source (80-200 kV), which should be able to acquire carry out high-resolution imaging for various materials, including soft and hard samples, metals, alloys, ceramics, minerals, polymers, 2D materials, semiconductors, insulating, and magnetic samples. The instrument should have all suitable detectors for the BF, DF, HRTEM, STEM-HAADF imaging and for acquiring the SAED patterns. The TEM should be equipped EDS detector for the compositional analysis with quantitative elemental mapping. The system should possess all the essential hardware, and licensed software to meet the required specifications as given below:-

S. No.	Parameter	Specifications	Compliance Yes/No	Deviation if any
1	Acceleration voltage	a. Minimum of 80 kV and Maximum of 200 kV b. The microscope should be aligned for the accelerating voltages 80 kV and 200 kV.		
2	Electron Source	a. Cold field emission gun with energy resolution of $\leq 0.4$ eV or better. b. Life of an emitter should be for 5 years or more. Source must be replaced as and when needed during the warranty period.		
3	Operation Modes	TEM Should be computer controlled and equipped with the required camera and detectors to execute the following operational modes:  a. Bright field (BF), Dark field (DF), HRTEM imaging in TEM mode. b. Bright field (BF)/Annular bright field (ABF), dark field (DF)/ Annular dark field imaging (ADF) and High angle annular dark field (HAADF) imaging in STEM mode. c. Selected area electron diffraction, Micro Diffraction, Nano Beam electron diffraction and convergent beam electron diffraction in TEM mode. d. EDS in TEM/STEM modes, and EDS spectral imaging and mapping in STEM mode. e. TEM Should be on site upgradable for EELS and 3D Tomography.		
4	Resolution	a. Point to point Resolution (in TEM Mode) $\leq 0.25$ nm b. Lattice Resolution $\leq 0.11$ nm c. STEM resolution $\leq 0.16$ nm		

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5	Magnification	<ul style="list-style-type: none"> <li>a. TEM Mode: (100x or lower mag) to (1.0 Mx or higher mag).</li> <li>b. STEM Mode: (500x or lower mag) to (150 Mx or higher mag).</li> </ul>		
6	Stage and Specimen Chamber	<ul style="list-style-type: none"> <li>a. Eucentric Goniometer fully motorized stage with accurate specimen position recalls and retrieve facility.</li> <li>b. Computer/software controlled ultra-stable specimen stage for recalling stored positions and tracking of the areas visited.</li> <li>c. Tilt angle (<math>\alpha/\beta</math>) range of <math>\pm 35/\pm 30</math> degrees or higher for analytical low background double tilt holder usage to orient the maximum number of zone axes of one crystal in polycrystalline material. For tomography holder usage, the chamber should facilitate a tilt range of <math>\pm 70</math> degrees or higher.</li> <li>d. Piezo stage, X and Y movement <math>\geq \pm 1</math> mm or more Z movement range <math>\geq \pm 0.2</math> mm or more (There must not be any X, Y shift of specimen during Z-movement).</li> <li>e. Inserting specimen holder must be through pre-pumped airlock system allowing even when high voltage and filament is turned ON</li> </ul>		
7	STEM detector	<ul style="list-style-type: none"> <li>a. STEM system should have Bright Field (BF)/Annular Bright Field (ABF), Dark Field (DF)/Annular Dark Field (ADF) and High-Angle Annular Dark Field (HAADF) detectors with required hardware and software.</li> <li>b. Supporting software to acquire Bright Field (BF)/Annular Bright Field (ABF), Dark Field (DF)/Annular Dark Field (ADF) and High-Angle Annular Dark Field (HAADF) images in STEM mode should be provided.</li> </ul>		
8	Image/Data recording system	<p>A bottom-mounted, retractable, and EELS compatible, high-resolution camera operating on a separate 64-bit computer with WIN Server OS and the following features/specifications:</p> <ul style="list-style-type: none"> <li>a. A high-performance scintillator camera with a CMOS sensor capable of collecting images, and video at 100% duty cycle.</li> <li>b. It should support TEM operation from 80 – 200 kV.</li> <li>c. It should Include a CMOS sensor of 4096 x 4096 pixels. The pixels are 14 <math>\mu\text{m}</math> or higher, giving a 3200 <math>\text{mm}^2</math> or more active sensor size.</li> <li>d. The camera's CMOS sensor should record 4096 x 4096 images and video data at 40 frames or</li> </ul>		

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		<p>higher per second. The sensor should have a maximum framerate of 300 frames or higher per second.</p> <p>e. The scintillator and fiber optic plate should be ideally matched in 1:1 correspondence to the sensor for light transfer from the scintillator to the CMOS sensor.</p> <p>f. Conversion Efficiency 25 counts or better per primary electron (typical) @200 kV.</p> <p>g. The CMOS sensor should be optimized for sensitivity, speed, and resolution. It should be possible to do data processing and drift correction at 4096 x 4096.</p> <p>h. DQE (Detectable Quantum Efficiency) of &gt; 9% at half Nyquist at 200 kV operation, 4k x 4k.</p> <p>i. Should be flexible to do routine EM, HRTEM, diffraction, In-Situ, Tomography and upgradable to 4D STEM experiments.</p> <p>j. A single and suitable high-end computing system to be provided for smooth operation of the camera.</p>		
9	Specimen Holders	<p>a. Regular Single Tilt Holder with maximum tilt range of <math>\pm 30</math> or higher.</p> <p>b. Low background Double Tilt Holder with maximum tilt range of <math>(\alpha=\pm 35)/(\beta=\pm 30)</math> or higher.</p>		
10	Vacuum system	<p>a. Clean ultrahigh dry differential pumping system. The system should have sufficient number of Oil-free Turbo Molecular Pumps, Sputter Ion Pumps or Ion Getter Pumps and Scroll Pumps or Diaphragm pumps, and pressure gauges for Column, Gun and Specimen chamber.</p> <p>b. Vacuum should be suitable for FEG and EDS analysis.</p> <p>c. The vacuum system should possess a fail-safe mechanism with suitable electronics interlock. Software-based continuous monitoring and display of pressure required.</p> <p>d. Ultimate Pressure in Column <math>\leq 10^{-4}</math> Pa. Ultimate pressure at TEM GUN area <math>\leq 10^{-8}</math> Pa.</p> <p>e. Column vent: Dry nitrogen leakage system, automatic control</p>		
11	Lens System	<p>a. Lens System should consist of Condenser Lens, Objective Lens, Lorentz Lens, Intermediate lens and Projection Lens.</p> <p>b. Analytical objective lens with a constant</p>		

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		<p>power lens is required.</p> <p>c. The objective lens should enable the use of various in-situ holders and large angle double-tilt holders for analytical microscopy.</p> <p>d. Distortion and rotation free images are required.</p>		
12	Apertures	<p>a. TEM must be equipped with various sizes of Condenser, Objective and SAD apertures.</p> <p>b. Motorized adjustment for all apertures.</p>		
13	EDS System	<p>The EDS data acquisition and analysis software should have the following features:</p> <p>a. High resolution and high speed silicon drift detector (SDD).</p> <p>b. EDS system with overall detected area of 100 mm<sup>2</sup> or higher.</p> <p>c. The EDS resolution must be <math>\leq 136</math> eV Mn K<math>\alpha</math>.</p> <p>d. The detector should be Windowless for excellent light element performance and capability to detect from B to U. The detector must have shutter attachment.</p> <p>e. The EDS should be capable of single point analysis, multipoint analysis, line scan, selected area elemental mapping. Qualitative and quantitative analysis.</p> <p>f. The system should be compatible for STEM analysis.</p> <p>g. The calibration standards for EDS should be provided. The supplier should arrange for seamless interfacing, software, installation and commission for EDS.</p>		
14	Chiller and Compressor	<p>a. Suitable water chiller and air compressors (as required for system) must be supplied to support the quoted system for smooth operation.</p> <p>b. Closed circuit, automatic temperature and flow rate-controlled chiller required.</p>		
15	Anti-Contamination Device	<p>a. Liquid nitrogen based anti-contamination device to suppress specimen contamination should be provided.</p> <p>b. If required, suitable size liquid nitrogen cold dewar flask needs to be provided.</p>		
16	UPS	<p>a. System should be compatible with the Indian Power supply standards. Vendor should provide appropriate online UPS for the HR-TEM and Chiller with 2 hours back-up along with power supply, stabilizer and dehumidifier.</p> <p>b. Uninterrupted Power Supply (UPS) systems should be supplied for whole system</p>		

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		<p>including Chiller. The branded UPS (please provide the brand name and power rating) should be able to keep the system operational in case of sudden power cut and/or spike and support the complete system with all accessories with full load for a duration of at least 2 hours.</p> <p>c. The UPS (for the microscope) should be of very high standard with distortion as low as possible. Upon adding and removing the load, the UPS inverter should accordingly adjust. Isolation transformer at the output (could be pure sine wave).</p> <p>d. The comprehensive warranty for UPS should be 1 year from the date of installation.</p>		
17	User Interface to operate TEM	<p>a. Control Panel should possess trackball/joystick and multifunction keys/knobs to control and alter the TEM parameters (focus, Magnification etc.).</p> <p>b. It should be computer-controlled system with latest windows based software for operating the microscope.</p>		
18	Operating system and Software (connected to TEM)	<p>a. Latest desktop (24 inch or higher HD LED monitor) with latest version windows operating system required to operate the microscope.</p> <p>b. Supporting hardware and software for the operation, monitoring, control, data acquisition, display, storage and retrieval should be provided.</p> <p>c. All software used to operate the instrument, acquire and process the data should be licensed and should be factory preloaded.</p> <p>d. All attachments and accessories to transfer the data via optical drives (DVD/CD) or internet should be provided.</p> <p>e. Any further version of the software and updates must be provided free of cost during the warranty period.</p>		
19	Additional analysis workstation and Software (should be installed outside of TEM room)	<p>Additional one computer with latest specifications, preloaded with the appropriate software should be provided for offline data analysis and data transfer purpose.</p>		

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21	Safety Devices	<p>a. The TEM system should be equipped with self-diagnostic functions to detect problems like pneumatic pressure abnormality, cooling water temperature abnormality, reservoir tank pressure abnormality, etc.</p> <p>b. Safety devices against power failure and water outage should be available.</p>		
21	Site preparation and environmental conditions	Supplier or their authorized agent needs to verify/survey the site prior to installation. The supplier shall support the site preparation activity as per the requirement of the instrument. This includes complete precision air-conditioning (which will be provided by the institute) with all supporting equipment (to be provided by the vendor) such as magnetic canceller and antivibration devices if required.		
22	Installation and Commissioning:	<p>a. Installation, complete interfacing of the system with its subsystems, and commissioning should be carried out by the company followed by a demonstration of the system's performance fully to the user's satisfaction.</p> <p>b. Vendor should provide SF6, N2 or any other gas that might be needed for complete installation and smooth functioning of the microscope.</p> <p>c. The warranty period will start after successfully demonstrating the given specifications and acceptance of the system including all the attachments.</p>		
23	Power supply	Power supply Should meet Indian Power supply standards.		
24	Spare parts	<p>a. Assurance about spares availability should be provided for 10 years.</p> <p>b. List of recommended set of spares should be provided in the Technical Bid.</p>		
25	Tool kit	Suitable and essential tool kit needs to be supplied with the system for the required maintenance		
26	Warranty	<p>a. The entire equipment with all accessories must have warranty for free repairs and replacement for the period of 12 months from the date of installation and commissioning.</p> <p>The comprehensive Warranty should cover:</p> <p>i. All parts including accessories, spares, and labour on site including shipment at the site</p>		

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		<p>of installation.</p> <p>ii. Free maintenance and service on site or at factory with no cost.</p> <p>iii. Regular up-gradation of software till the warranty is not over.</p> <p>iv. Warranty period should start from the date of handover of the machine.</p>		
27	Operational Training	<p>a. Onsite training to the users on all specified capabilities of the instrument by the company person. At least 6 days training should be provided in a year. During training the hardware, software, operation, safety procedure, handling emergency situations and maintenance of the instruments should be explained.</p> <p>b. Necessary documents, operational &amp; system manual in the form of CD and hardcopy must be supplied with the system. Service response time, turn-around time &amp; up-time of the equipment should be clearly specified.</p> <p>c. Service response time must be less than 48 hours. Suitable service facility for computer hardware or software related problems should also be provided.</p>		
28	The Technical specifications should also include:	<p>a. Compliance statement of each parameter to be provided along with the Technical Bid.</p> <p>b. For each individual item part number must be specified.</p> <p>c. The supplier must submit a table indicating the compliance of the features of the model of the equipment being quoted with those given in the indent. Features not matching – must be clearly indicated. Additional features and features in the quoted equipment which are better than those in the indent – may be clearly explained.</p> <p>d. The supplier must submit technical brochures and proper application notes adequately explaining and confirming the availability of the features in the model of the equipment being quoted.</p> <p>e. Information about no. of Factory Trained Service Engineers available in INDIA to support the quoted model should be provided.</p>		

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29	Experience	The company should have the experience of setting up at least 10 similar TEM systems in last 10 years in India. User names & references should be provided along with the bid.		
30	Price	Price should be quoted "FOR IIT INDORE (DDP price)". The insurance for the whole system is for the factory warehouse to IIT INDORE. This includes the responsibility of custom clearance and other miscellaneous duties at the port of entry.		
31	Delivery Time	Delivery must be completed within 10 months from the date of the purchase order being placed.		
32	Optional Item 1	In-situ Heating Double Tilt TEM Holder: <b>Heating Method:</b> Electric Furnace  <b>Ultimate Temperature:</b> 800 °C or higher  <b>Temperature Measurement:</b> Thermocouple  <b>Specimen Size:</b> 3 mm in diameter  <b>Effective Field of View:</b> 2 mm in diameter		
33	Optional Item 2	Cryo Transfer TEM Holder:  a. A Single-Tilt liquid Nitrogen holder designed for frost-free transfer of sample at LN2 temperature into a TEM for imaging radiation-sensitive and frozen--hydrated specimens.  b. It should have a large dewar to hold sufficient liquid nitrogen for >8 hours of stable, high-resolution imaging. Holder drift should be <1.5 nm/min to facilitate high-quality imaging during data collection.  c. Sample loading shall include a clipping mechanism  d. Standard specimen cup/holder tip material should be Beryllium copper  e. Holder operating temperature: Less than -170 OC  f. The Cryo-transfer holder system should include a workstation, turbo pumping station, and temperature controller.		

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34	Optional Item 3	Automatic Crystallographic Alignment software		
35	Optional Item 4	120 kV alignment Data		
36	Optional Item 5	<p>a. Multiuser licence for Microscopy Software: To access the data and analyse diffraction patterns and EDS mapping profiles, multiuser licence (at least 10) should be provided for TEM, STEM, EDS analysis software.</p> <p>b. Upgradation of the software has to be supplied at free of cost as and when it is required within 10 years of microscope supply.</p>		
37	Optional Item 6	<b>AMC:</b> AMC service should be provided for two years and should start at the end of warranty period.		
38	Optional Item 7	Additional four years warranty after the completion of standard one-year warranty should be quoted separately on yearly basis. At least 6 days training should be provided in each year during the warranty period.		
39	Optional Item 8	The supplier should quote at a reasonable cost, as an optional item, a skilled and experienced TWO full-time skilled operator to run the system for a period of 5-years from the date of installation and commissioning of the system in the institute ( <i>vendor is requested to submit financial implication for each operator separately</i> ). The operator will work as an employee of the vendor and institute shall have no responsibility for his/her service liabilities.		
40	Optional Item 9	<p>In-situ Cooling Double Tilt TEM Holder: <b>Coolant:</b> Liquid Nitrogen</p> <p><b>Attainable Temperature:</b> -160 °C or lower</p>		
41	Optional Item 10	In-situ tensile straining TEM Holder for Bulk Specimen		
42	Optional Item 11	One Time Shifting of entire TEM equipment: If the TEM is under warranty period, one time shifting of entire TEM equipment to another location within the campus (within 1 km distance) should be		

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		free of cost. Rate for shifting after the warranty period should be quoted.		
43	Optional Item 12	Plasma Cleaner for TEM sample Holder		

**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)

**CHAPTER- 8**

**Financial Bid**

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

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

**OTHER CONDITIONS FOR PRICE BIDS**

1. No unilateral revision in price will be admissible.
2. INCOTERMS (in case of imported item) should be clearly mentioned on the bid
3. 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.
4. Any optional indicated in techno-commercial bids must be priced separately.
5. In case spares/accessories are applicable, their list and price should be clearly indicated separately.
6. 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)

Printed Name:

Designation:

Company Seal:

Date:

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प्रपत्र -1 / FORM-I

निर्माता का अनुज्ञा और वारंटी समर्थन पत्र

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

Date: \_\_\_\_\_

Tender No: IITI(MM)/SIC/1/1A/452/DAB/2024-25

To,  
The Registrar  
Indian Institute of Technology Indore

We, \_\_\_\_\_ [name of Manufacturer], who are official manufacturers of [Insert type of goods manufactured] having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following goods, manufactured by us [insert name and or brief description of the goods], and to subsequently negotiate and sign the contract.

We hereby extend our full guarantee, warranty, availability of spare parts and AMC support in accordance with the Terms and Conditions of Contract with respect to the Goods offered by the above firm.

Authorized representative of the Manufacturer      Authorized representative Bidder

Signature:

Signature:

Name:

Name:

Address:

Address:

Mobile No:

Mobile No:

Email ID:

Email ID:

TENDER No.: IITI(MM)/SIC/1/1A/452/DAB/2024-25

प्रपत्र -2 / FORM-II

स्थानीय सामग्री के लिए घोषणा

**Declaration for Local Content (on OEM's Letter Head)**

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

Date: \_\_\_\_\_

To,  
The Registrar  
Indian Institute of Technology Indore

**Sub: Declaration of Local content**

Tender No: \_\_\_\_\_

Name of Goods & Services: -

1. Country of Origin of Goods being offered: \_\_\_\_\_

2. We hereby declare that items offered has \_\_\_\_% local content (**Please provide exact %**).

3. Details of location at which local value addition will be made / made: (Complete address to be mentioned)

*"Local Content" means the amount of value added in India which shall, be the total value of the item being offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.*

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

Yours Faithfully,

\_\_\_\_\_  
(Signature of the Tenderer/Owner)

Name:

Date:

Official Seal

TENDER No.: IITI(MM)/SIC/1/1A/452/DAB/2024-25

प्रपत्र -3 / FORM-III

डीपीआईआईटी पंजीकरण के लिए घोषणा पत्र

Declaration for DPIIT Registration (on OEM's Letter Head)

**CERTIFICATE BY BIDDER- DPIIT REGISTRATION**

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

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

\_\_\_\_\_  
(Signature of the Tenderer/Owner)

Name:

Date:

Official Seal

TENDER No.: IIT(MM)/SIC/1/1A/452/DAB/2024-25

प्रपत्र -4 / FORM-IV

स्वच्छ छवि/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 Undertaking/Institute nor any criminal case registered / pending against the firm or its owner/ partners anywhere in India preceding three years from the date of publishing of tender.

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

Date:

Authorized Signatory

Place:

Name:

Designation:

Contact No.:

TENDER No.: IIT(MM)/SIC/1/1A/452/DAB/2024-25

प्रपत्र -5 / FORM-V  
बोलीदाता सूचना प्रपत्र

BIDDER INFORMATION FORM

SI	Details	
1	Company Name	
2	Registration Number	
3	Manufacturer /Distributor for the quoted product	
4	Registered Address	
5	Name of Partners /Director	
6	City /Postal Code	
7	Company's Establishment Year	
8	Company's Legal Status (tick on appropriate option)	1) Limited Company 2) Undertaking 3) Joint Venture 4) Partnership 5) Others (In case of Others please specify)
9	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)
10	Contact Name: Email Id: MOBILE No.:	
11	<b>BANK DETAILS</b>	Name of Beneficiary : A/c. No. CC/CD/SB/OD: Name of Bank : IFSC NO. (Bank) : Branch Address and Branch Code:
12	Vendor's PAN No. (Should be attached)	
13	Vendor's GST No. (Should be attached)	

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प्रपत्र -6 / FORM-VI

पिछली आपूर्ति आदेश सूची प्रारूप

**PREVIOUS SUPPLY ORDER LIST FORMAT**

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

**Note:** The Evaluation Committee may seek additional information from the existing users at IIT Indore or from any other Institutes, these feedbacks will be considered for technical evaluation.

\_\_\_\_\_  
(Signature of the Tenderer/Owner)

Name:

Date:

Official Seal

TENDER No.: IITI(MM)/SIC/1/1A/452/DAB/2024-25

प्रपत्र -7 / FORM-VII

निविदा शर्तों की स्वीकृति हेतु

**ACCEPTANCE OF TENDER TERMS**

(To be given on Company Letter Head)

Date: \_\_\_\_\_

To,  
The Registrar  
Indian Institute of Technology Indore

**Sub: Acceptance of Terms & Conditions of Tender. IITI(MM)/SIC/1/1A/452/DAB/2024-25 ”**

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: \_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein and I have no objection for any of the content of the bid document. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of bid.
3. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
4. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
5. I / We do hereby declare that we have quoted our firm rates inclusive of taxes if not mentioned extra.
6. I/We agree to hold this offer open until **180 days** and shall be bound to supply/commission/install/test the equipment and dispatch the same within the specified period.
7. I/We agree that in case if we fail to deliver the goods/complete the work/supply within the stipulated time, then institute has full power to compound the liquidity damages or forfeit the Bid Security/Security Deposit or any necessary action as deemed fit can be taken by 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 bidding firm or manufacturer.

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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 Tenderer/Owner)

Name:

Date:

Official Seal

TENDER No.: IITI(MM)/SIC/1/1A/452/DAB/2024-25

प्रपत्र -8 / FORM-VIII

वार्षिक कारोबार की घोषणा और  
इनकम टैक्स रिटर्न

**DECLARATION OF ANNUAL TURNOVER AND  
INCOME TAX RETURN**

(To be submitted on Firm/Company Letterhead)

To,  
The Registrar  
Indian Institute of Technology Indore

Date :

**Sub: NIT No.- IITI(MM)/SIC/1/1A/452/DAB/2024-25**

Dear Sir,

I/we hereby declare that, our firm's Annual Turnover as follows, and I/we have also supported an Audited Accounts for your references:

F.Y. 2021-22	F.Y. 2022-23	F.Y. 2023-24

And, I/we hereby declare that, our firm had filed Income Tax Returns for last 3 years i.e. F.Y. 2021-22, 2022-23 and 2023-24. Supported by copy of ITR of three years.

\_\_\_\_\_  
(Signature of the Tenderer/Owner)

Name:

Date:

Official Seal

TENDER No.: IIT(MM)/SIC/1/1A/452/DAB/2024-25

प्रपत्र -9 / FORM-IX

प्रश्न प्रारूप/ QUERY FORMAT

Name of the Firm: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

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

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

Sl. 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			

(Signature of the Bidder, with Official Seal)

TENDER No.: IITI(MM)/SIC/1/1A/452/DAB/2024-25

प्रपत्र -10 / FORM-X

परफॉरमेंस सिक्योरिटी प्रारूप

**PERFORMANCE SECURITY FORMAT**

To,

.....  
**WHEREAS** ..... (name and address of the supplier)  
(hereinafter called "the supplier") 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 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 ..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier 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 supplier(s)/vendor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the supplier(s)/vendor(s) shall have no claim against us for making such payment.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

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

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal:

Name & address of the Bank

Address of the Branch:

Phone No.:

E-mail ID:.

**Format for Price Breakup/Financial Document**

**for**

**Supply and Installation of "High Resolution Transmission Electron Microscope (HRTEM)" and "TEM Sample Preparation Equipment**

**Name of the Bidder/ Bidding Firm / Company:** \_\_\_\_\_

Sl. No.	Item	Qty.	Unit Price in INR (₹)	GST in INR (₹)	Total Price in INR (₹)
a)	High Resolution Transmission Electron Microscope (HRTEM)"	01			

**Note:**

1. All Terms & Conditions will be as per NIT Document uploaded on CPPP.
2. *Format for Price Breakup (FORM-XI) must be uploaded at the time of Price bid submission only.*

\_\_\_\_\_  
(Signature of the Tenderer/Owner)

Name:

Date:

Official Seal

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प्रपत्र -12 / FORM-XII

बिक्री और समर्थन के संबंध में घोषणा

**DECLARATION REGARDING SALES AND SUPPORT**

(to be provided on letter head of the firm)

To,  
The Registrar  
Indian Institute 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.

Sl. No.	Name	E-mail Id	Contact No.
1	Mr.		
2	Mr.		
3	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 five 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.

\_\_\_\_\_  
(Signature of the Tenderer/Owner)

Name:

Date:

Official Seal

प्रपत्र -13 / FORM-XIII

**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 No.....are not higher than prices to any Government Department/PSU/Institution.
2. I/We further certify that I/We have not supplied or quoted for any item in offer letter at prices lower than those quoted for the relevant items to any Government/Semi-Government/ Public/Institution within the period of 90 days preceding the last date of submission of the offer.
3. I/We hereby undertake that I/We will not supply or quote for any item in offer letter at prices lower than those quoted for the relevant items to any Government/Semi-Government/ Public/ Institution/ within the period of validity of the offer.
4. I/We also undertake to bring the attention of the Authorities, any incidence of breach of any of the above paras within 30 days from the occurrence of the breach and further undertake to refund/reimburse the difference which may arise due to breach of any of the above paras and I/We also understand that the decision of Authorities, regards to the determination of quantum payable shall be final.

\_\_\_\_\_  
(Signature of the Tenderer/Owner)

Name:

Date:

Official Seal

**TECHNICAL SPECIFICATIONS COMPLIANCE SHEET**

1. The technical compliance bid must be in this sheet only, otherwise, it should be assumed that the bidder is not able to offer a technically desired product. Information provided elsewhere or in different form will not be considered.
2. All the columns of this sheet should be filled in compulsorily by the bidder, merely asking the office to refer catalogue or brochure will not be entertained.
3. The bidder shall assume full responsibility of the information provided in this sheet. Any false statement should render the breach of basic foundation of the tender.

S. No.	Technical specification	Features available write (Yes/No)	Offered Specification	Any deviation from specification	Remarks
1	High Resolution Transmission Electron Microscope (HRTEM)				

**Note:** Bidder should submit with Technical Specification Compliance Sheet with Technical Specification Bid.

\_\_\_\_\_  
(Signature of the Tenderer/Owner)

Name:

Date:

Official Seal

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प्रपत्र -15 / FORM-XV

**Annual Maintenance Charges**

The Rates should be quoted in round figures and percentage (%) only of the total cost quoted by the bidder of the main equipments.

Sl .No.	Name of the Equipment	Rates of AMC in percentage (AMC will be after warranty period)		Total AMC Cost in percentage for 02 Years	TAXES in Percentage (%)	Total AMC Cost in percentage for 02 Years including taxes and all charges
		1 <sup>st</sup> yr	2 <sup>nd</sup> yr			
1	High Resolution Transmission Electron Microscope (HRTEM)					
Grant Total						

\_\_\_\_\_  
(Signature of the Tenderer/Owner)

Name:

Date:

Official Seal

प्रपत्र -16 / FORM-XVI

(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 than 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

**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**

The 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

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.

(a) 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 /

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additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(b) 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

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purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

**Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal /Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal / Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

**Article 4: Previous Transgression**

1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

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

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

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

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

#### **Article 7: Other Provisions**

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head Quarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board Resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 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/Contract documents with regard any of the provisions covered under this Integrity Pact.

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

.....  
(For and on behalf of Principal / Owner)

.....  
(For and on behalf of Bidder / Contractor)

**WITNESSES:**

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

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

Place:

Dated: