

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

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

वैश्विक निविदा आमंत्रण सूचना Global Notice Inviting Tender

Bidding Documents for Supply and Installation of Servo Hydralic Fatigue Testing Machine

आवश्यकता की अनुसूची के अनुसार तकनीकी एवं वित्तीय बोली के दस्तावेज़ ऑनलाइन जमा करने हेतु

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



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

Indian Institute of Technology Indore Simrol, Khandwa Road, Indore- 453552 दूरभाष:91-0731-6603369/3551 Tel.: 91-0731-6603369/3551

Email: mms@iiti.ac.in

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

Online Tender is invited by IIT Indore (in Two Bid System) from the respective Original Equipment Manufacturers (OEM) their Authorized Distributors/ Dealers/Firms etc. for **Supply and Installation of Servo Hydralic Fatigue Testing Machine at Indian Institute of Technology, Indore** with "PART A" as Technical Bids and "PART B" as Financial Bids.

The details are as follows:

SI. No.	Name of the Item	NIT No.	EMD
	Supply and Installation of Servo Hydralic Fatigue Testing Machine	51 (PRJ)	Rs. 4,51,000/- (Rupees Four Lakh and Fifty-One Thousand Only) Online EMD Submission: Bidder can submit their EMD online by visiting to the below link: https://www.onlinesbi.com/sbicollect/icollecthome.html

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

*NIT No. 51 (PRJ) should be mentioned for the purpose of EMD Submission and the Tender No. should be refereed for bid submission/communication etc.

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

For any issues related to tender please contact Material Management Section, Tel: +91- 0731-660 Ext 3551/3546 Email: mms@iiti.ac.in/ja4mms@iiti.ac.in

Assistant Registrar MM Section, IIT Indore

सहायक कुलसचिव (सामग्री प्रबंधन विमाग) Assistant Registrar (Materials Management Section)

<u>विषय- सूची / CONTENTS</u> Tender for Supply and Installation of Serve Hydr

Tender for Supply and Installation of Servo Hydralic Fatigue <u>Testing Machine</u>

SI. No.	Contents	Page No.
SECTION - 1	SCHEDULE OF TENDER	05
SECTION - 2	INSTRUCTIONS TO THE BIDDERS FOR ONLINE BID SUBMISSION	06
SECTION - 3	GENERAL TERMS AND CONDITIONS OF TENDER	
	PART - I	07 - 11
·	<u>PART – II</u>	12 - 13
SECTION - 4	SPECIAL TERMS AND CONDITIONS	14 - 15
SECTION-5	ESSENTIAL QUALIFICATION CRITERIA	
PART I - LIST	OF DOCUMENTS TO BE UPLOADED WITH TECHNICAL BID	16 - 18
PART	II - TECHNICAL SPECIFICATION BID	19 - 23
PA	RT III - UNPRICED TECHNICAL BID	24
SECTION -6	FINANCIAL BID	25
FORM- I	DECLARATION OF ANNUAL TURNOVER AND INCOME TAX RETURN	26
FORM- II	MANUFACTURER'S AUTHORIZATION & WARRANTY SUPPORT DECLARATION	27
FORM- III	DECLARATION FOR LOCAL CONTENT	28
FORM- IV	CERTIFICATE BY BIDDER- DPIIT REGISTRATION	29
FORM- V	DECLARATION REGARDING CLEAN TRACK/NO LEGAL ACTION	30
FORM- VI	BIDDER INFORMATION FORM	31
FORM- VII	PREVIOUS SUPPLY ORDER LIST FORMAT	32
FORM- VIII	ACCEPTANCE OF TENDER TERMS	33 - 34
FORM- IX	PRE-BID QUERY FORM/FORMAT	35
FORM- X	PERFORMANCE SECURITY FORMAT	36
FORM- XI	DECLARATION REGARDING SALES AND SUPPORT	37
FORM- XII	PRICE REASONABILITY CERTIFICATE	38

FORM- XIII	UNDERTAKING	39
FORM- XIV	INTEGRITY AGREEMENT	40 - 43

<u>अनुभाग-1 / SECTION- I</u>

निविदा की अनुसूची/ SCHEDULE OF TENDER

SI. No.	Event	Date and Time/ Remarks
01	निविदा दस्तावेज़ डाउनलोड करने की तारीख	November 07, 2025
	Commencement of Downloading of Tender Document	https://eprocure.gov.in/eprocure/app and https://www.iiti.ac.in/tender
02	बोली-पूर्व बैठक के लिए प्रश्न प्रस्तुत करने हेतु Submission of Queries for Pre-bid meeting	November 14, 2025
03	बोली-पूर्व बैठक की तारीख़ और समय Date & Time of Pre-Bid Meeting	November 14, 2025, at 03:00 PM
04	बोली-पूर्व बैठक स्थल Venue for Pre-Bid Meeting	Pre-bid meeting will be done Online on Google Meet at 03:00 PM Link: meet.google.com/std-xihh-bqa The pre-bid report will be uploaded on the website & CPPP and the same will be a part of the tender document
05	ऑनलाइन बोली जमा करने की अंतिम तिथि और समय (तकनीकी और वित्तीय बोली) Last date & Time of Submission of Bids Online (Technical and Financial Bid)	December 04, 2025, up till 03:00 PM, (IST) Please refer NIT Documents
06	तकनीकी बोलियाँ खोलने की तिथि एवं समय Date & Time of Opening of Technical Bids	December 05, 2025, at 03:00 PM, (IST) Please refer NIT Documents
07	निविदा के संबंध में सभी संचार को संबोधित करने हेतु All communications with respect to the tender shall be addressed to:	Assistant Registrar, MM Section 4th Floor, Abhinandan Bhawan (West Wing), Indian Institute of Technology, Indore Khandwa Road Simrol, Indore- 453552 Tel.: 0731-660 Ext 3551/3546 Email: mms@iiti.ac.in
08	किसी भी आवश्यक सहायता के लिए संपर्क करे For any assistance required	CPP Portal website: www.eprocure.gov.in CPP Portal Help Desk Toll-Free No.: 18002337315, 180030702232

Assistant Registrar MM Section, IIT, Indore

सहायक कुलसचिव (सामग्री प्रबंधन विमाग) Assistant Registrar (Materials Management Section)

<u>अनुभाग-2 /SECTION-II</u>

ऑनलाइन बोली जमा करने के लिए बोलीदाताओं को निर्देश

INSTRUCTIONS TO THE BIDDERS FOR ONLINE BID SUBMISSION

भाग - 1 / PART-I

- 1. The tender shall be submitted in accordance with these instructions and any tender not confirming to the instructions as under is liable to be rejected. These instructions shall form the part of the tender and the contract.
- 2. For Online Bid Submission as per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL:http://eprocure.gov.in/eprocure/app). The bidders are requested to submit the copies of their bids electronically (digitally) on CPP Portal, using valid Digital Signature Certificates.

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

- 3. For Registration: Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:http://eprocure.gov.in/eprocure/app by clicking on the link "Click here to Enroll".
- 4. The Bidder(s) may note that ONLINE BIDS will ONLY be accepted. All the requisite supporting documents mentioned in the bid document must be uploaded On-line http://eprocure.gov.in/eprocure/app. The Bids sent through FAX, E-mail, by hand and/or by any post/courier shall not be accepted/ processed, in any case.
- 5. The bidders may submit duly filled and completed bidding document ONLINE as per instructions contained in the bidding documents. Incomplete bid shall be liable to be rejected. The conditions of tender shall be governed by the details contained in complete bid document.
- 6. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time. The IIT Indore reserves the right to accept or reject any or all the bids at any stage.
- 7. The detailed instruction for online submissions of bid(s) through e-procurement module of Central Public Procurement of NIC, the bidder(s) may visit following link:- http://eprocure.gov.in

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

भाग - 2 / PART- II - ASSISTANCE TO BIDDERS

- 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.

<u>अन्भाग-3 /SECTION- III</u>

सामान्य नियम और शर्तें GENERAL TERMS AND CONDITIONS

भाग - 1 / PART -!

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

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

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

3. Pre-Bid Meeting:

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

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

9. Bid Security (EMD):

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

11. Award Criteria:

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

12. Purchaser's Rights:

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

14. Place of Delivery & Schedule:

POD-B 203 CFD Lab, IIT Indore, Simrol, Khandwa Road, Indore – 453552, from Monday to Friday between 10:00 A.M. to 05:00 P.M. and should be delivered within the given schedule. *Contact No. of Central Stores Section: 0731-6603413,3506 or Email: css-mms@itti.ac.in*

- 15. Guarantee/ Warranty: The equipment should be covered with a 3 year comprehensive on-site warranty against any manufacturing defect. Warranty certificate should be submitted with the bill(s).
 - a) Any deviation in the material and the specifications from the accepted terms may be liable to be rejected and the bidders need to supply all the goods in the specified form to the satisfaction / specifications specified in the order / contract and demonstrate at their own cost.
 - b) Upon receipt of notice for defective material, the firm shall replace the defective material, free of cost at the destination within 15 days of receipt of the notice. No claim whatsoever shall lie on IIT Indore for the replaced goods, thereafter. If the firm fails to replace the defective goods within a reasonable period, IIT Indore may proceed to take such remedial action as may be necessary, at the company's risk and cost.

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

20. Liquidated Damages: -

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

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

भाग - 2 / PART - II

- 1. Any bidder from a country sharing a land order with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT) as per vide Ministry of finance OM No. 6/18/2019-PPD dated 23rd July 2020.
- 2. <u>Benefits to Micro and Small (MSEs)/Start-Up will be applicable</u> under PP Policy 2012 fro MSEs as per MSE guidelines issued by MoMSME
- 3. The Public Procurement (Preference to Make in India) will be applicable under Order 2017, DIPP, MoCl Order no. P-45021/2/2017-B.E.II dated 15th June 2017 and its subsequent amendments.
- 4. FURNISHING FRAUDULENT INFORMATION/ DOCUMENT- False declarations will be in breach of the Code of Integrity under Rule 175 (1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- 5. IIT Indore is a green zone campus, hence, after delivery and acceptance of item suppliers should take back the waste packing material such as plastic, wrapping paper, and toxic material. Further, any wooden packing material is to be handed over to the store.
- 6. Force Majeure: Neither the contractor nor the institute shall be liable to the other, for any delay in or failure of their respective obligations under this control caused by occurrences beyond the control of either party because of fire, floods, acts of God, acts of public enemy, wars, riots, strikes, lockouts, sabotage, fire, floods, explosion, epidemic, quarantine restrictions, any law statute or ordinance order actions or regulations of the Government or any compliance there is similar to the above. Either party shall promptly notify the other of his commencement and cessation of such contingency and prove that such is beyond the controls and effects the implementation of this contract adversely.
- 7. Please inform the IIT Indore in writing whether the owner of the firm or any of their partners/employees has close relations working with IIT Indore. This is for record only.
- 8. IIT Indore reserves the right to modify/alter/insertion or deletion on any part of the tender document to ensure fulfillment of its material & service requirement at any stage.
- 9. The instructions about bidding given in this advertisement and the Tender Documents should be read thoroughly before bidding. IIT Indore reserves the right to accept or reject any or all quotations at any stage without assigning any reason whatsoever it may be.
- 10.Breach of Terms and Conditions: IIT- Indore reserves the right to accept or reject or cancel any or all inquiries or quotations at any stage without assigning any reason thereof. In case of cancellation of order due to Non-compliance of with Terms and Conditions and Breach of the Contract, No compensation will be paid towards the progress of order/procurement.

11. Representation against the disqualification:

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

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

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

अनुभाग-4 /SECTION - IV

विशेष नियम एवं शर्तें / SPECIAL TERMS AND CONDITIONS

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

In case of indigenous, the payment term may be:

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

In case of import, the payment term will be:

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

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

3. Concession/Exemptions:

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

4. DISPATCH OF THE CONSIGNMENT:

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

5. BANK CHARGES:

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

7. Performance Security:

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

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

Assistant Registrar MM Section, IIT, Indore

सहायक कुलसचिव (सामग्री प्रबंघन विमाग) Assistant Registrar (Materials Management Section)

<u>अनुभाग-5 / SECTION- V</u>

पूर्व योग्यता मानदंड/Essential Qualification Criteria

<u> भाग - 1 /PART - I</u>

LIST OF DOCUMENTS TO BE UPLOADED WITH TECHNICAL BID

SI. No.	Details	Supporting Document Should be Submitted
1.	The Bidder should be OEM/Authorized/Distributors/Dealers/Firms and should have the existence of firm for a minimum period of 5 Years.	Valid Certificate of Incorporation/Registration Certificate of the firm.
2.	Bidder should submit a valid Manufacturers Authorization & Warrant Support Declaration Form (In case Bidder is not an OEM) specific to this tender. As per enclosed FORM- II	The authorization letter and warranty support declaration should be on the Letterhead of the concerned OEM. In case of Authorized/distributor/dealer/agent Copy of the valid authorization, the certificate shall be enclosed. Offer submitted without proper authorization shall be liable to be rejected summarily.
3.	The firm should have a strong technical support team available in India to rectify the technical issues related to the Supply and Installation of Servo Hydralic Fatigue Testing Machine supply within 24 Hrs.	Bidder should enclose the details of service support (Escalation Matrix details).
4.	Udyam Certificate if bidder claim MSEs should be as per GeM_GTC Clause 04, Point no (xiii), m, (i) Note- Exemption for MSME's under this clause shall be given to only those bidders who are OEM and have a valid UDYAM certificate with major activity as "Manufacturing". (Traders/Authorized dealers shall not be eligible for any exemption).	Self-certified copies of documents.
5.	Startup Certificate if bidder claim as a startup	Self-certified copies of documents.
6.	WORK EXPERIENCE: The Vendors / Bidders should have work experience as per the following parameters. Three similar completed work costing not less than ₹ 34,00,000/- in last 3 (Three) years for any Govt./Semi Govt./Centrally Funded Technical Institutes (CFTI) which includes IITs, IISERs, IIMs, NITs, IIITs, IISc and IIEST), CSIR Institutes, Central Universities and /or DAE Institutes	Work orders and satisfactory completion valid certificates issued by respective buyer organization of the above order in support of experience to be enclosed. Without submission of completion certificate the experience will not be considered.

TENDER	ENDER No.: IITI(MM)/ME(PRJ)/1/1A/51/IS/2025-2026				
	(NISER, TIFR) where they have completed the similar works.	The valid certificate should be in Letter Head of the			
	OR Two similar completed work costing not less than	concerned government			
Marie Paris Prince Prin	₹ 45,00,000/- in last 3 (Three) for any Govt./Semi Govt./Centrally Funded Technical Institutes (CFTI) which includes IITs, IISERs, IIMs, NITs, IIITs, IISc and IIEST), CSIR Institutes, Central Universities and /or DAE Institutes (NISER, TIFR) where they have completed the similar works OR				
	One similar completed work costing not less than ₹ 79,00,000/- in last 3 (Three) years for any Govt./Semi Govt./Centrally Funded Technical Institutes (CFTI) which includes IITs, IISERs, IIMs, NITs, IIITs, IISc and IIEST), CSIR Institutes, Central Universities and /or DAE Institutes				
	(NISER, TIFR) where they have completed the similar works. Note: Similar work means Supply and Installation of Servo Hydralic Fatigue Testing Machine.				
7.	Bidder Information	As per enclosed FORM - VI			
8.	List of other Govt. Departments, Public Sector units and Central Autonomous Bodies for which the bidder is supplying material or having the similar type of contracts and a valid certificate regarding the satisfactory performance of the contract.	As per enclosed FORM - VII			
9.	Bidder Acceptance of Tender Document	As per enclosed FORM - VIII			
10.	The bidder should not have been blacklisted by any Government / Semi Government / Board /Corporations /Autonomous Body/ PSU. An undertaking/declaration in this regard should been closed. If any such matter i.e. of blacklisting /suspension is subjudice, even then the concerned firm shall be technically disqualified. "If any one or more Partner/ Directors of any debarred/blacklisted agency promotes or forms a new contracting firm or a sister-concern firm of the said debarred/blacklisted agency, then it shall also be considered as a debarred /blacklisted firm".				
11.	The quoted products should not be under end of sales next 10 years or end of support in next 10 years from the date of submission.	As per enclosed FORM - XI			
12.	Make In India- Class-I or Class-II Local Supplier	A Self-Declaration Certificate regarding "Class-I or Class-II Supplier" for the tendered item as per the Form-III is to be submitted. However, the item is exempted			

TENDER	No.: IITI(MM)/ME(PRJ)/1/1A/51/IS/2025-2026	
		under (The OM No. F.4/1/2023- PPD (pt.) dated-17/02/2025 issued by Ministry of Finance, DoE under Rule 161(iv) of GFR- 2017 for issuance of GTE for procurement of Medical Devices is applicable to this tender.) Accordingly, non -local supplier can also participate.
13.	FINANCIAL TURNOVER: The Bidder Annual Financial Turnover should more than ₹ 1.10 Crore during the past three financial years namely 2022-23, 2023-24 and 2024-25. And In case of OEM, the Average Annual Turn Over of OEM should be ₹ 4.50 Crore during the past three financial years namely 2022-23, 2023-24 and 2024-25. The Vendors / Bidders should not have incurred any loss during the last 3 (Three) years (as of 31st March 2025). Profit after Tax should be positive for the above-mentioned period.	As per enclosed FORM-I and Attach a separate neatly typed sheet on the letter head of Registered Chartered Accountant OR enclose copies of audited Balance Sheet and Profit & Loss Statement for the previous 3 financial year as specified in bid document and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.
14.	Solvency Certificate required of ₹ 90,00,000/- for bidder.	The certificate should be on the letter head of the bank. This certificate should have been issued within 6 months from original date of the submission of tender.
15.	Price Reasonability Certificate (To be submitted on Firm/Company Letterhead)	As per enclosed FORM XII
16.	Undertaking (To be submitted on Firm/Company Letterhead)	As per enclosed FORM XIII
17.	Integrity Agreement: Signed Copy of the agreement should be submitted on the firm's letter head.	As per enclosed FORM XIV
18.	CATALOGUE: Firm should share the item wise catalogue of the offered product along with the technical bid. Make and model no. of item must be mentioned along with detailed specification	

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

Signature & Seal of Bidder

<u>अन्भाग-5 / SECTION- V</u>

तकनीकी विशिष्टता / Technical Specification

<u>भाग - 2 /PART - II</u>

(Bidder should submit compliance matrix along with Technical Bid)

Item details and technical specifications as mentioned below: <u>Supply and Installation of Servo Hydralic Fatigue Testing Machine.</u>

Sr. No	PARAMETERS	Specifications	Qty	Compliance If Yes/ No	Deviation If Any
1.	TOUGHNESS AN SCOPE OF WOR laboratory, to provide staff, for the routin TECHNICAL RECOUNTY The machine suitable for my fracture mechine callbration: The machine performance.	WITH INTERGATED POWER PACK FOR FRACTURE D FATIGUE TESTS AT ELEVATED TEMPERATURE. RK: To supply, install, commission the machine in our reperformance of the machine and to provide training to be operations and maintenance of the machine. QUIREMENT OF THE MACHINE: has to use latest technology and design and must be sulti-function test like tensile, fatigue, compression, bend,	01 No.		
2.	Basic Load Frame	 Axial Servo Hydraulic two-column Load frame. Maximum Fatigue-rated Capacity: ± 50kN with minimum frame stiffness of min. 500kN/mm at daylight of 1000mm Hydraulic Lift and Hydraulic Clamp for Crosshead Vertical test space without tooling and load cell: Minimum 1600mm Width between columns: Minimum 400 mm 			
3.	Actuator	 Hydrostatic bearing actuator +/- 50kN Force, stroke 100 mm For dynamic testing The actuator must be current control servo Valve Controlled Servo valve 40 lpm Robust and fatigue rated design. Hydraulic Power pack must be integrated with the load frame Hydraulic reservoir capacity must ensure degassing time of min. 5 minutes min. 30 lpm nominal flow for the hydraulic power unit with reservoir capacity of 160 liters or more System pressure of 280 bar Operator interface with digital display for oil temperature and analogue display for oil pressure Should Include Protection device for oil temperature, oil pressure, oil level, oil filter condition and motor temperature Refrigerator type oil chiller unit with nominal cooling capacity of 29.3kW or above should be provided to maintain constant, air temperature 			

TENDER No.: IITI(MM)/ME(PRJ)/1/1A/51/IS/2025-2026				
		independent oil temperature of power pack while working in summer season (47°C) and for continuous working of the machine in summer season. It shall have reservoir capacity of		
		minimum 100 liters. The chiller should have frost protection feature.		
		Powerpack operation can be started via the controller or from the powerpack manually.		
		The unit must provide the trip circuits to shut down the system in the event of high oil temperature or low oil level		
VIII VIII VIII VIII VIII VIII VIII VII		Hydraulic Power pack should be integrated with the machine and provided with noise reduction unit.		
•	1 1 0 - 11	 Dynamic Load Cell +/- 50kN Fatigue life of 10E8 full stress reversed cycles at full capacity 		
4.	Load Cell	 Calibration as per ISO 7500-1 in class 0.5 With integrated acceleration sensors for mass compensation 		,
	wet-annahamment ereturin emine ning in	Adapters for M12 threaded round dumbbell specimen		
		 Gauge length: 15 mm Gauge Dia: 5 mm with M12 threaded holding area 		
		For tests to ASTM E466Maximum loading up to 50kN		
		High Temperature CT adaptors for 1/2CT compact tension specimen for fracture mechanic testing accordance with ASTM E 399.		70.00
5.	Grips and	Temperature range up to 200°C to 1100°C		
	Fixtures	 Room temperature clip on crack expansion transducer for pre-cracking with measuring travel of +2.5 mm, 10.0 mm compressed gauge length. 		
		Shall meet requirements of ASTM E1820. High temperature COD gauge with 10 mm gauge	***************************************	
ļ		length Linearity 0.20% or better		
		Travel +7 mm		
		Temperature range up to 1200°C Must be up an align manch priors for magnitude.		
		 Must have cooling mechanism for mounting Temperature range up to 1100 °C or higher 		
6.	High Temperature	Must have 3 heating zones	Ter Million Control of the Control o	
0.	Furnace	Stainless steel housing Hasting rate 28 K/min on higher	**************************************	
		 Heating rate 28 K/min or higher Maximum temperature gradient on the specimen ± 	***************************************	
		2K (Specimen length of 100 mm) Controller shall be with a power converter.		
-	Control unit for	 Control algorithms to prevent specimen 		
7.	furnace	temperature overshooting		
		3 Thermocouples type S for furnace temperature measurement		
		• 3 Thermocouples type N for specimen		
	·	temperature control Digital integration into the application software		
		Must be with mounting fixtures		
8.	Thermocouples	Type: S for furnace and type N for specimen		
0.		Must be with movable spring loaded bearing For applying directly to surface of appeignance.		
		For applying directly to surface of specimens		<u> </u>

TENDER No.: IITI(MM)/ME(PRJ)/1/1A/51/IS/2025-2026				
	•	Required accuracy class - ASTM B-1, ISO 9513		w•
		 Class 0.5 Dynamic strain measurement should be possible in both tensile and compression directions 		
	High	Temperature range up to 1200°C.		
9.	Temperature	Should be suitable for specimen up to break.		
	Extensometer	Water cooling facility should be available		
		Mounting on rails in order to attach heating of the		
		specimen.		
		 Initial gauge length 10mm Linearity 0.15% 		
		Linearity 0.15% Tower housing for vertical installation on the floor		
		Signal processing, PID control, adaptive set value,		
		limit and event detectors		
		The Control loop update rate must be 10 kHz or		
		better.		
	·	A color display hand control should be provided		
		with push buttons for coarse actuator position and a thumbwheel for fine actuator positioning.		
		Signal conditioning unit capable of		
		accommodating the electronics necessary to allow		
		connection of the a) Load cell, b) Displacement		
		transducer c) extensometers, expandable for		
		future operations		
		The Servo hydraulic test system shall be controlled by a fully digital, closed-loop control		
		system. The system must feature a digital control		
		system capable of controlling the actuator in		
		position, load, and strain modes		
		The controller should have internal waveform		
		generator, shall have the capability to generate sine, square, trapezoid and ramp. All these		
		waveforms must be available for control via any		
		connected and calibrated transducer enabled for		
	Electronic	control.		
10.	Controller	Controller should have a dual-channel safety circuit and operating-mode selector switch for set-		
	*	up and testing modes.	***************************************	
		Controller should have 24-bit measurement		
		resolution signal resolution over the entire		
		measurement range.]	
		 Servo valve control parameters must be provided with independent settings for low and high- 	urranen har	
		pressure modes		
		The controller must have a facility for limiting the		
		load applied during specimen set-up. The load		
		threshold must be user adjustable.		
		The controller must have a minimum of two limit detectors per connected transducer	1	
		A range of actions must be available, allowing the		
		operator to choose the appropriate action		•
		The controller must feature a high-speed, industry		
		standard Ethernet computer interface, capable of handling all control signals and data acquisition.		
		The controller must feature a watchdog to detect		
	,	loss of communication with the personal computer.		
		If communication fails, the system must generate		v
		some alarm and after some time it may shut down.		
		 Computer and Accessories Standard PC suitable for the machine has to be 		
L		Page 21 of 43		

Page **21** of **43**

TENDER No.: IITI(MM)/ME(PRJ)/1/1A/51/IS/2025-2026					
		offered with latest configuration.			
		Colour Laser Printer HP/Epson/Canon make only			
		acceptable Support for all control axes and sensor			
		conditioning channels.			-
		Amplitude control to correct for peak errors in a	ļ		
		cyclic waveform.			
		Fracture mechanic software for ASTM E 399 for			
		CT specimens			
		Live runtime test plots with automatic scaling and zoom-in/out			
		On-line help and reference guide.			
		Saving and retrieval of test methods and individual			
		specimen test data to vary the data export after			
11.	Software	test			
		General condition The software must have multi levels of user			
		access based on login name and password.			
		Various test configurations to be saved.	`		
		Software should have ability to generate custom			
		and standard reports from existing test data, as a			
		process independent from testing.			
		The offered model of Electronic Controller and its			
		entire parts/components must be of latest version /			
		model with OEM certificate			
		For smooth and normal running of machine, firm has to			
		ensure availability of spares and services for 10 years			
		after the current model is discontinued. After the			
		tenure, the firm must provide option to upgrade the existing system and re-use it.			
		Supplier must have Hotline type customer care support			
		in India which must be accessible easily.			
		Supplier must provide online access to a platform for			
		the user to access calibration reports, manuals, test modules, licenses, service documents, etc.			
		Firm should provide 3-years warranty after installation			***************************************
		The firm should quote AMC charges separately for two			
		years.			
		Note: The AMC will be optional.			
_		The main items, i.e. the load frame, load cell, software			
12.	Others	models must have their technical data on the OEM website for verification of parameters.			
		The firm must ample trained service engineers			
		throughout the country who are factory trained and	-		
		capable to attend AMC visits, calibrations, service visit	***		
		calls, breakdowns. Their organization's service structure must be shared along with the bid.			
		The firm has to provide the complete machine		***************************************	
		Operating /Controller/ PC software free of cost on CD /			
		DVD along with necessary license.	-		
		MANUALS: Operation manual and maintenance manual with complete electrical circuit diagram incorporated	İ		
		with electronic card details, spare parts manual sets for			,
		guide line at shop level to be provided in hard copy in			
		triplicate (as well as in PDF format on CD/DVD).			
		The firm should supply complete Last stand original back up of all type program and data of Controller and			

TENDER No.: I	ITI(MM)/ME(PRJ)/1/1A/51/IS/2025-2026	
	Servo Drive in service manual (as well as in PDF format on CD/DVD).	
	Installation: Installation & commissioning will be carried out by qualified factory trained engineers of the Original Equipment Manufacturer at IIT Indore.	- Indiana
	The firm shall indicate the electric power required in KW and KVA for full capacity of Servo Hydraulic testing machine so that IIT Indore make suitable arrangement to provide power supply source for the machine.	
	Supplier should have service facility registered in the name of the Original Manufacturer in India (facility of the agents / dealers will not be considered).	
	The supplier should provide details of minimum 3-5 users of fatigue machines in India specifically in IITs, IISc, reputed national labs like DMRL, NAL etc. for getting first-hand feedback from them about the product. Feedback from the existing users is an important criterion.	

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)

<u>अनुभाग- 5 / SECTION- V</u>

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

(Bidder should provide the following details on Letter head)

TENDER NO.:	Date:
Name of the Bidder _	_

Sr. No.	Item Description	Quantity	Make	Model	HSN Code	GST %	Country of Origin
1	Supply & Installation of Servo Hydralic Fatigue Testing Machine						

SI No.	Other Terms	s & Conditions	Compliance Yes/No
1.	Payment terms	100% payment will be released through RTGS/NEFT. 80% payment against delivery and acceptance of the items and balance 20% after successful installation, commissioning, testing, training of the items and submission of PBG.	
2.	Delivery Period	Within 03 months from the date of Purchase order.	
3.	Installation	Will be done by the firm free of cost within 30 days from the date of delivery of the item.	
4.	Warranty	03 years on-site Comprehensive warranty from the date of installation & acceptance of the item.	
5.	AMC	The bidder should quote AMC charges separately. Note: The AMC will be optional.	
	Charges	Freight, unloading, insurance, delivery and any other kind of charges will be borne by the vendor/firm/supplier.	
6.	Service Support	Bidder should provide onsite service support.	
7.	Training	Onsite training should be provided by the firm free of cost by the expert engineer	

अनुभाग-6 /SECTION- VI

वित्तीय बोली / Financial Bid

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

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

OTHER CONDITIONS FOR PRICE BIDS

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

Yours faithfully

(Signature of the Tenderer)

Company Seal:

Date:

<u>प्रपत्र -1 / FORM-I</u>

वार्षिक कारोबार की घोषणा और

इनकम टैक्स रिटर्न

DECLARATION OF ANNUAL TURNOVER AND INCOME TAX RETURN

(To be submitted on Firm/Company Letterhead)

To, The Registrar Indian Institute of Technol	ogy Indore,	Date :
Sub: NIT No Dear Sir,		randama o residenta atalante de 2 mayor e
•	clare that, our firm's Annual Turr udited Accounts for your referen	
F.Y 2022-23	F.Y 2023-24	F.Y 2024-25
And,		
	our firm had filed Income Tax Re F.Y. 2024-25. Supported by cop	
(Signature of the Tenderer Company Seal: Date:	r)	

<u>प्रपत्र -2 / FORM-II</u>

निर्माता का अनुजा और वारंटी समर्थन पत्र

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

	Date:
Tender No:	
To The Registrar Indian Institute of Technology Indore	4
We, [name of Manufacture [Insert type of goods manufactured] having Manufacturer's factories], do hereby authorize submit a bid the purpose of which is to provide us [insert name and or brief description of the gand sign the contract.	[insert complete name of Bidder] to the following goods, manufactured by
We hereby extend our full guarantee, warranty support in accordance with the Terms and Cor Goods offered by the above firm.	
Authorized representative of the Manufacturer	Authorized representative Bidder
Signature:	Signature:
Name:	Name:
Address:	Address:
Mobile No:	Mobile No:
Email ID:	Email ID:

<u>प्रपत्र -3 / FORM-III</u>

स्थानीय सामग्री के लिए घोषणा

Declaration for Local Content

(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)

value abov	O 113.10 OI	0100)			
Date:					
To The Registr Indian Instit		nology Indore			
Sub: Decla	ration of L	ocal content			
Tender No:					
Name	of	Goods	&	Services	: -
exact %). 3. Details address	of location	at which local va	alue additio	_% local content n will be made / r be	nade: (Complete mentioned)
				1	
value of the	e item bein	g offered minus	the value c	d in India which so of the imported co o total value, in per	ntent in the item
of the Ger debarred f	neral Finan or up to tw	cial Rules for o years as per	which a b Rule 151 (ii	f Integrity under idder or its suci ii) of the General ssible under law.	cessors can be Financial Rules

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

प्रपत्र -4 / FORM-IV

डीपीआईआईटी पंजीकरण के लिए घोषणा पत्र

Declaration for DPIIT Registration

(on OEM's Letter Head)

CERTIFICATE BY BIDDER- DPIIT REGISTRATION

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

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

Signature with Date and Stamp

Of the Bidder

<u>प्रपत्र -5 / FORM-V</u>

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

DECLARATION REGARDING CLEAN TRACK/NO LEGAL ACTION

(to be provided on letter head of the firm)

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

<u>प्रपत्र -6 / FORM-VI</u>

बोलीदाता सूचना प्रपत्र

BIDDER INFORMATION FORM

DIDDER INTO	KINATIONTOKIN
	· MANUFARRACIONALO.
Company Name	
Registration Number	
Manufacturer /Distributor for the	
quoted product	
Registered Address	
Name of Partners /Director	
City /Postal Code	
Company's Establishment Year	
Company's Legal Status (tick on	1) Limited Company
appropriate option)	2) Undertaking
	3) Joint Venture
	•
	4) Partnership
	5) Others (In case of Others please specify)
Company Category	1) Micro Unit as per MSME
	2) Small Unit as per MSME
	3) Medium Unit as per MSME
	•
	4) Ancillary Unit
	5) SSI
	6) Others (In case of Others please
	specify)
	. 27
Contact Name	
Email Id	
MOBILE NO.	
BANK DETAILS	Name of Beneficiary :
	A/c. No. CC/CD/SB/OD:
	Name of Bank :
	IFSC NO. (Bank) :
	Branch Address and Branch Code:
Vendor's PAN No. (Should be	
attached)	
attaories)	
Vendor's GST No. (Should be	
attached)	
attacricu)	

प्रपत्र -7 / FORM-VII

पिछली आपूर्ति आदेश सूची प्रारूप

PREVIOUS SUPPLY ORDER LIST FORMAT

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

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

Signature and Seal of the Manufacturer/ bidder				
Place:				
Date:				

प्रपत्र -8 / FORM-VIII

निविदा शर्तों की स्वीकृति हेतु

ACCEPTANCE OF TENDER TERMS

	(To be given on Company Letter Head)					
	Date: DD/MM/YYYY To,					
	The Registrar Indian Institute of Technology Indore					
	Sub: Acceptance of Terms & Conditions of Tender"					
	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 be 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 no mentioned extra.					
3.	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 of forfeit the Bid Security/Security Deposit or any necessary action as deemed fit can be taken by the IIT Indore.					

me/us free of cost in time to prevent inconvenience.

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

- 9. I/We declare that no legal/financial irregularities are pending against the proprietor/partner of the biding firm or manufacturer.
- 10.I/We undertake that the items supplied are as per Demonstration/Catalogue/technical literature description.
- 11. I/We undertake that the quoted rates are not higher than that approved in any other Govt. institutions in India for the same items during the current Financial Year.
- 12. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Govt. of State/Central//Institute/Department/PSUs. I/we also offer to supply the Equipment/stores at the prices and rates not exceeding those mentioned in the price bid.
- 13.I/We do hereby confirm that I/we aware about the provisions of "Make in India"/startup initiatives and directives regarding Price Preference Policy to Make in India Registered Bidders and I/We undertake for following the same as per directions of IIT Indore in respect of this E-Bid Enquiry.
- 14. I/we have necessary infrastructure for the maintenance of the equipment and will provide all accessories/spares as and when required.
- 15. I/we also declare that in case of change of Indian Agent or for any other change. Merger, dissolution solvency etc. in the organization of our foreign principles, we would take care of the Guarantee/Warranty/Maintenance of the machinery/equipment and have provided written confirmation for the same.
- 16. I/we undertake to get the equipment repaired/replace within 48 hours of the receiving of the complaint from the institute failing which a penalty of @ 1% of the cost may be recovered from the Bank Guarantee before releasing the same to us after completion period.
- 17. I/we undertake, If as a result of post payment audit any over payment is deducted in respect of any Supply/work done by our Agency or alleged to have been done by our Agency under this bid, it shall be recovered by the IIT Indore from our Agency.
- 18. I/we undertake, If any under payment is discovered, the amount shall be duly paid to our Agency by the IIT Indore.
- 19.I/we undertake that we shall liable to provide all the relevant records copies during the concurrency period of Contract or otherwise even after the Contract is over, whenever required by IIT Indore.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

<u>प्रपत्र -9 / FORM-IX</u>

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

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

SI. No	Reference of the Clause No. of the Tender Document	Query/Clarification/ Deviation sought	Clarification/Response from IIT Indore
1			-
2		<u></u>	
3			3 A A A A A A A A A A A A A A A A A A A
4			
5			
6		art and desirable filters to	
7	•		
8			
9			
10			
11			
12			

(Signature of the Bidder, with Official Seal)

<u>प्रपत्र -10 / FORM-X</u>

परफॉरमेंस सिक्योरिटी प्रारूप

PERFORMANCE SECURITY FORMAT

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

<u>प्रपत्र - 11 / FORM-XI</u>

बिक्री और समर्थन के संबंध में घोषणा

DECLARATION REGARDING SALES AND SUPPORT (to be provided on letter head of the firm)

To, The Regi Indian Ins	strar stitute of Technology Indore			
consister	ss listed below are currently atly provided service and sunal competence, dedication,	employed by our org	We attest to their	
SI. No.	Name	E-mail Id	Contact No.	
1	Mr.			
2	Mr.			
3	Mr.			
4	Mr.			
5	Mr.			
We, M/s declare that we as original equipment manufacturers (OEMs) shall not be subjected to end of sale or end of support within the next ten years from the date of submission of this declaration. This commitment aims to ensure the continuity and reliability of products and services provided by us, fostering stability and trust We also certify that the above information is true and correct in every respect and in				
any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.				
		(Signa	ature of the Tenderer)	
		Comp Name Date :		

प्रपत्र -12 / FORM-XII PRICE REASONABILITY CERTIFICATE

(To be submitted on Firm/Company Letterhead)

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

<u>प्रपत्र -13 / FORM-XIII</u>

(To be submitted on Firm/Company Letterhead)

<u>UNDERTAKING</u>

mentioned in t	he NIT D	ocument N	lo:		per Standard Spec	for
"Supply & Inst us, if required/a		f			" will be sub	mitted by
			provide dware/Software ssential requirem		Statuary d for smooth runni stallation etc	validing of the
higher then Institutions/Dep the benefits of 0 as per the provi have supplied prevailing appli	prices artments a 3ST in ter isions of G items on icable pric	offered bas per prevents of cost restricted by the cost of the cos	y us to an ailing market price reduction on according to the and time IIT tes in comparisone undertaking the	y others ces and we cunt of vari Indore will on to other nat, we ar	st this E-Bid Enquire Govt. Institution are liable for passions tax factors to light the information institutes on the liable for refunde without any que	ons/Other sing of all IIT Indore in that we basis of ding and
Department has such debarmen Supplies again.	s been not t/blacklisti st this E-	: debarred/k ng come to Bid Enquiry	placklisted our firm the notice of IIT y, Indore have r	m as per be Indore Aut ight to rej	erce or Ministry/a est of our knowled thorities during exe ect our proposal vailing applicable	ge, if any ecution of and take
(Signature o	of the Ten	 derer/Owne	er)			
Date: Official Sea	I					

has been of biased nature.

प्रपत्र -14 / FORM-XIV

(To be printed on Supplier's letterhead)

		INTE	RITY	AGREEME	-NT				
This Integrity 20		is made				this		day	of
			BET	WEEN					
The IIT Ind									
Principal/Owner', or context hereof	(Address of Divi	sion) 'Principa	ıl/Owner mitted a	', which expr ssigns)					
Name and Add			Compan						
signatory) to as thereof include its	he "Bidder/Contr	actor" and wh	ich exp	(Hereinat ression shall	ter ret unless	errea repug	(Details of the	or duly meanir	authorized ng or context
			Pre	amble				•	
WHEREAS the (hereinafter referr for	WHEREAS the Formic use of reD WHEREAS to ent (hereinafter re	r/Bid") and inter- Principal/Ownersources and meet the pureferred to as "	ends to a at III er value: of fairr rpose a fintegrity	award, under Indore." (N s full complia ness/transpar foresaid botl	laid do ame o ance wi ency i the p	wn org f work) th all re n its r arties	anizational hereinafte elevant law elation witl have agree	proced r referre s of the h its Bi ed to er	ure, contract ed to as the e land, rules, idder(s) and nter into this
aiso de read as in	tegral part and p	arcel of the Te	ender/Bi	d documents					
NOW, THEREFC	RE, in consider	ation of mutua		d documents	and Co	ontract	between th	e partie	S.
NOW, THEREFO	RE, in considera act witnesses as	ation of mutua under:	al coven	d documents	and Co	ontract	between th	e partie	S.

Page 40 of 43

(b) The Principal/Owner shall Endeavour to exclude from the Tender process any person, whose conduct in the past

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

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

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

Article 3: Consequences of Breach

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

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

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

Article 4: Previous Transgression

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

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

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

Article 6: Duration of the Pact

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

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

Article 7: Other Provisions

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

Article 8: Legal and Prior Rights

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

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

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