



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, Installation and Commissioning of
High-field and Ultra Low-temperature Cryostat
based Physical Properties Measurement System**

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
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**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, Installation and Commissioning of High-field and Ultra Low-temperature Cryostat based Physical Properties Measurement System 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, Installation and Commissioning of High-field and Ultra Low-temperature Cryostat based Physical Properties Measurement System	667	Rs. 13,00,000/- (Rupees Thirteen Lakh Only) Online EMD Submission: Bidder can submit their EMD online by visiting to the below link: https://www.onlinesbi.com/sbicollect/icollecthome.html
SUBMISSION OF BIDS ONLINE IN TWO BID: https://eprocure.gov.in/eprocure/app			

***NIT No. 667 should be mentioned for the purpose of EMD Submission, and the Tender No. should be referred 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


Deputy Registrar
MM Section, IIT Indore


विषय- सूची / CONTENTS**Tender for Supply, Installation and Commissioning of High-field and Ultra Low-temperature Cryostat based Physical Properties Measurement System**

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Sl. No.	Event	Date and Time/ Remarks
01	निविदा दस्तावेज़ डाउनलोड करने की तारीख Commencement of Downloading of Tender Document	January 31, 2025 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	February 05, 2025
03	बोली-पूर्व बैठक की तारीख और समय Date & Time of Pre-Bid Meeting	February 6, 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/izr-yaja-dbx 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)	February 27, 2025, up till 03:00PM, (IST) Please refer NIT Documents
06	तकनीकी बोलियाँ खोलने की तिथि एवं समय Date & Time of Opening of Technical Bids	February 28, 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:	Deputy 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

Deputy Registrar
MM Section, IIT, Indore



अनुभाग-2 /SECTION-II

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.

अनुभाग-3 /SECTION- III
सामान्य नियम और शर्तें
GENERAL TERMS AND CONDITIONS

भाग - 1 / PART - I

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 (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 05 days of uploading of technical evaluation matrix on CPP Portal. **Non- representation within the stipulated time the tender will be processed further and no representation will be accepted thereafter.**
 - (b) **Financial Bid (COVER- 2):** The financial bids of technically qualified responsive bidders will be opened.
3. **Pre-Bid Meeting:**

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

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

9. **Bid Security (EMD):**

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| 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.

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| a) The technical evaluation committee shall examine the bids to confirm that all documents and technical documentation requested in SECTION- 5 have been provided, and to determine the completeness of each document submitted. <u>If any of these documents or information is missing, the offer shall be liable to be rejected.</u> The financial bid will be opened only for the bid which submits all the required necessary documents and is verified by the technical committee as technically qualified responsive bidder as per NIT. |
| b) The response to the tender should be submitted in two parts viz. Technical Bid & Commercial Bid. |
| c) Evaluation will be done strictly on Pre-Qualification, Technical criteria and Unpriced Technical Bid as mentioned in SECTION 5 (PART- I, II & III) . 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 04 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 company shall depute a competent representative for such discussion/negotiations whenever called for and shall be competent to make on-the-spot decisions.

13. Fall Clause: The price quoted by the supplier should not be higher than the maximum retail price, if any, for the stores and the same shall not be higher than the price usually charged by the supplier for stores of the same nature, class or description to any other purchaser. The price charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier sells the stores of identical description to any other person during the period till performance of all supply orders placed during the currency of the contract is completed.

14. Place of Delivery & Schedule:

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

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

15. Guarantee/ Warranty: The equipment should be covered with 1-year comprehensive on-site warranty against any manufacturing defect. Warranty certificate should be submitted with the bill(s).

- a) Any deviation in the material and the specifications from the accepted terms may be liable to be rejected and the bidders need to supply all the goods in the specified form to the satisfaction / specifications specified in the order / contract and demonstrate at their own cost.
- b) Upon receipt of notice for defective material, the firm shall replace the defective material, free of cost at the destination within 15 days of receipt of the notice. No claim whatsoever shall lie on IIT Indore for the replaced goods, thereafter. If the firm fails to replace the defective goods within a reasonable period, IIT Indore may proceed to take such remedial action as may be necessary, at the company's risk and cost.

16. PREDISPATCH- The firm should arrange the pre-dispatch inspection prior to packing & dispatching of the item, if asked by the IIT Indore. The firm should share the entire details of the quoted items with original images, catalog and schematic diagrams before packing. Virtual/Online or physical inspection may be done by the IIT Indore technical committee.

17. Insurance: Wherever necessary, the goods supplied under the contract, shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the contract. If considered necessary, insurance may cover "all risks" including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure to be incurred by the Procuring Entity for receiving the goods at the destination.

18. PRE- INSTALLATION: Please also mention the pre-installation requirements for the equipment like ambient temperature, humidity, civil work, weather specifications, power specifications, etc. When items are provided full performance satisfaction should be demonstrated.

19. INSTALLATION & COMMISSIONING: BIDDER shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty period and thereafter as mentioned in the contract. Installation demonstration to be arranged by the supplier free of cost and the same is to be done within **90 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: -

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| 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. **Benefits to Micro and Small (MSEs)/Start-Up will be applicable under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME**
3. **The Public Procurement (Preference to Make in India) will be applicable under Order 2017, DIPP, MoCI Order no. P-45021/2/2017-B.E.II dated 15th June 2017 and its subsequent amendments.**
4. **FURNISHING FRAUDULENT INFORMATION/ DOCUMENT-** False declarations will be in breach of the Code of Integrity under Rule 175 (1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
5. IIT Indore is a green zone campus, hence, after delivery and acceptance of item suppliers should take back the waste packing material such as plastic, wrapping paper, and toxic material. Further, any wooden packing material is to be handed over to the store.
6. **Force Majeure:** Neither the contractor nor the institute shall be liable to the other, for any delay in or failure of their respective obligations under this control caused by occurrences beyond the control of either party because of fire, floods, acts of God, acts of public enemy, wars, riots, strikes, lockouts, sabotage, fire, floods, explosion, epidemic, quarantine restrictions, any law statute or ordinance order actions or regulations of the Government or any compliance there is similar to the above. Either party shall promptly notify the other of his commencement and cessation of such contingency and prove that such is beyond the controls and effects the implementation of this contract adversely.
7. Please inform the IIT Indore in writing whether the owner of the firm or any of their partners/employees has close relations working with IIT Indore. This is for record only.
8. IIT Indore **reserves the right to modify/alter/insertion or deletion on any part of the tender document to ensure fulfillment of its material & service requirement at any stage.**
9. The instructions about bidding given in this advertisement and the Tender Documents should be read thoroughly before bidding. IIT Indore reserves the right to accept or reject any or all quotations at any stage without assigning any reason whatsoever it may be.
10. **Breach of Terms and Conditions:** IIT- Indore reserves the right to accept or reject or cancel any or all inquiries or quotations at any stage without assigning any reason thereof. In case of cancellation of order due to Non-compliance of with Terms and Conditions and Breach of the Contract, No compensation will be paid towards the progress of order/procurement.
11. **Representation against the disqualification:**
 - i) The bidder has the right to submit a representation to the Deputy Registrar (MM) within 02 days from the date of intimation via email or as per specified timeline in the communication.

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- 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.

Note – 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**

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

In case of indigenous, the payment term may be:

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

In case of import, the payment term will be:

- (i) 100% through Letter of Credit (LC)/Wire Transfer – 80% payment will be released against dispatch documents by our authorized banker.
- (ii) 20% balance after satisfactory Installation, Commissioning, Testing & Training of the IIT employees and submission of performance bank guarantee.

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

Sl. No	INCOTERMS	Details of Add on cost for FORD upto IIT Indore
1.	EXWORKS	ADD ON 25% of EXWORKS PRICE against inland freight, export clearance, air freight, insurance, loading & unloading, custom duty (@5.15%), IGST (@18%), custom clearance, stamp duty etc., transportation.
2.	FCA/FOB	ADD ON 20% of FCA/FOB PRICE against export clearance, air freight, insurance, loading & unloading, custom duty (@5.15%), 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:

- Within fourteen days (or any other period mentioned in Tender Document or Contract) after completion of installation by the Procuring Entity, the firm shall furnish to the IITI, performance security, valid up to **sixty days** after the date of completion of all contractual obligations by the contractor, including the warranty obligations.
- The **5%** amount of the order value 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.
- Bank Guarantee issued by a commercial bank in India, in the prescribed form provided in **FORM- X**.
- If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.

8. Delivery: Free delivery at IIT Indore inclusive of freight, Insurance and unloading charges.

9. In case the equipment offered requires maintenance after the expiry of the warranty, please indicate the approximate cost of comprehensive and on-call basis maintenance and also the availability of local support or otherwise.

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

Deputy Registrar (MM)



अनुभाग-5 / SECTION- V**पूर्व योग्यता मानदंड/Essential Qualification Criteria****भाग - 1 /PART - I****LIST OF DOCUMENTS TO BE UPLOADED WITH TECHNICAL BID**

Sl. No.	Details	Supporting Document Should Submitted
1.	The Bidder should be OEM/Authorized/Distributors/Dealers/Firms etc. and should have the existence of firm for a minimum period of 5 Years.	Valid Certificate Incorporation/Registration Certificate the firms.
2.	Bidder should submit a valid Manufacturers Authorization & Warrant Support Declaration Form (In case Bidder is not an OEM) specific to this tender. As per enclosed FORM- II	The authorization letter and warranty support declaration should be on the Letterhead of the concerned OEM. In case of Authorized/distributor/dealer/agent Copy of the valid authorization, the certificate shall be enclosed. Offer submitted without proper authorization shall be liable to be rejected summarily.
3.	The firm should have a strong technical support team available in India to rectify the technical issues related to the Supply, Installation and Commissioning of High-field and Ultra Low-temperature Cryostat based Physical Properties Measurement System supply within 24 Hrs.	Bidder should enclose the details of service support (Escalation Matrix details).
4.	Udyam Certificate if bidder claim MSEs should be as per GeM_GTC Clause 04, Point no (xiii), m, (i) Note: Exemptions for MSE's under this clause shall be given to only those bidders who are OEM and have a valid UDYAM certificate with major activity as "Manufacturing" Traders/Authorized Dealers shall not be eligible for any exemption.	Self-certified copies of documents.
5.	Startup Certificate if bidder claim as a startup	Self-certified copies of documents.
6.	WORK EXPERIENCE: The Vendors / Bidders should have work experience as per the following parameters. Three similar completed work costing not less than ₹ 83,00,000/- (Rupees Eighty-Three Lakh only) in last 3 (Three) years for any Govt./Semi Govt./Centrally Funded Technical Institutes (CFTI) which includes IITs, IISERs, IIMs, NITs, IIITs, IISc	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

	<p>and IEST), CSIR Institutes, Central Universities and /or DAE Institutes (NISER, TIFR) where they have completed the similar works.</p> <p>OR</p> <p>Two similar completed work costing not less than ₹ 1,10,00,000/- (Rupees One Crore and Ten Lakh only) in last 3 (Three) for any Govt./Semi Govt./Centrally Funded Technical Institutes (CFTI) which includes IITs, IISERs, IIMs, NITs, IIITs, IISc and IEST), CSIR Institutes, Central Universities and /or DAE Institutes (NISER, TIFR) where they have completed the similar works</p> <p>OR</p> <p>One similar completed work costing not less than ₹ 1,93,00,000/- (Rupees One Crore and Ninety-Three Lakh only) in last 3 (Three) years for any Govt./Semi Govt./Centrally Funded Technical Institutes (CFTI) which includes IITs, IISERs, IIMs, NITs, IIITs, IISc and IEST), CSIR Institutes, Central Universities and /or DAE Institutes (NISER, TIFR) where they have completed the similar works.</p> <p>Note: Similar work means Supply, Installation and Commissioning of High-field and Ultra Low-temperature Cryostat based Physical Properties Measurement System.</p>	<p>experience will not be considered.</p> <p>The valid certificate should be in Letter Head of the concerned government organization with authorized signatory.</p>
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.	<p>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.</p> <p>"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".</p>	As per enclosed FORM - V
11.	The quoted products should not be under end of sales next 5 years or end of support in next 5 years from the date of submission.	(Declaration from OEM/ Authorized Distributors/Dealers/firms should be submitted)
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

		<p>per the Form-III 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>
13.	<p>FINANCIAL TURNOVER:</p> <p>The Bidder Annual Financial Turnover should more than ₹ 2.70 Crore during the past three financial years namely 2021-22, 2022-23 and 2023-24.</p> <p>And</p> <p>In case of OEM, the Average Annual Turn Over of OEM should be ₹ 10.80 Crore during the past three financial years namely 2021-22, 2022-23 and 2023-24.</p> <p>The Vendors / Bidders should not have incurred any loss during the last 3 (Three) years (as of 31st March 2024). Profit after Tax should be positive for the above-mentioned period.</p>	<p>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.</p>
14.	<p>Solvency Certificate required of ₹ 2,20,00,000/- for bidder.</p>	<p>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.</p>
15.	<p>Integrity Agreement: Signed Copy of the agreement should be submitted on the firm's letter head.</p>	<p>As per enclosed FORM XIV</p>
16.	<p>Price Reasonability Certificate (To be submitted on Firm/Company Letterhead)</p>	<p>As per enclosed FORM XII</p>
17.	<p>Undertaking (To be submitted on Firm/Company Letterhead)</p>	<p>As per enclosed FORM XIII</p>
18.	<p>CATALOGUE: Firm should share the item wise catalogue of the offered product along with the technical bid.</p> <p>Make and model no. of item must be mentioned along with detailed specification</p>	

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

अनुभाग-5 / SECTION- V**तकनीकी विशिष्टता / Technical Specification****भाग - 2 /PART - I**

(Bidder should submit compliance matrix along with Technical Bid)

Item details and technical specifications as mentioned below: **Supply, Installation and Commissioning of High-field and Ultra Low-temperature Cryostat based Physical Properties Measurement System.**

Sr. No.	Description/ Specification	Qty.	Compliance Yes/No	Deviation if any
	<p>Supply, Installation and Commissioning of High-field and Ultra Low-temperature Cryostat based Physical Properties Measurement System</p> <p>IIT Indore requires a cryogen-free Low temperature Physical Property Measurement System with temperature of operation in the range of 1.9K to 400 K and magnetic fields up to 9 Tesla. The system should be fully cryogen free i.e. no requirements of liquid helium or nitrogen at any point. The system should be fully automated, and computer controlled with the latest technology for instrument interfacing and control in whole range of measurements.</p> <p>The system should be capable of measuring Material properties for bulk, thin film, single crystal samples in wide temperature and Magnetic field range.</p> <p>Prospective vendors should also provide other accessories and facilities including UPS, Water Chiller for smooth installation and uninterrupted operation of the equipment.</p> <p>System Basic requirements</p> <ol style="list-style-type: none"> The system should be completely / fully cryogen-free. Vendor should specify the amount of He Gas required for the initial cooldown. System startup time from totally warm system must be efficient and preferably within ≤ 16 hrs. A data for initial cooldown with log data files must be given. Vendor may be asked for a demonstration during technical evaluation. An integrated cryopump and vacuum gauge for controlling the sample environment is desired. High vacuum in Sample chamber should be achievable within 10 minutes. Data for High vacuum achieved with Log files has to be provided by the vendor. Low temperature operations must be completely automated and user friendly. Vendor should specify their temperature control mechanism for achieving low temperature. Mechanism of temperature control through mechanical means like needle valve is not preferred. Demonstration will be asked during technical evaluation. 	01 No.		

- f) All the pumps must be dry pumps and should completely be integrated with the system and software. Details of the pumps and vacuum fittings must be provided.
- g) All communications on the system must either use a Universal Serial Bus (USB), Controller Area Network (CAN) or any such system with increased data bandwidth, node efficiency, and security.
- h) The live sample temperature and magnetic field should be displayed somewhere on the cryostat cabinet for easy monitoring of the system.

Magnet specifications

- a) Magnetic field of ± 9 Tesla with a Magnet charging time of ≤ 10 minutes for 0 to 9T is required.
- b) Magnetic Field ramping data with log data files at maximum rate should be provided. Demonstration may be asked during technical evaluation.
- c) The magnet charging or control modes should be completely software integrated. At the least, there should be linear, oscillating, and no overshoot mode. Vendor should provide data with log files for the magnetic field overshoot in the 'no overshoot' mode for field strengths of 1, 3 and 9 Tesla.

Temperature Control specifications

- a) System must achieve quick and precise temperature control. It should offer fully automated, low temperature operation of < 4.2 K for a continuous long time.
- b) Fully automated cooling & warm up operation should be possible in the temperature range of 400 K to 1.9 K. The time required for a cooling down from 400 K to 1.9 K and vice-versa should both be under 45 minutes. Provide supporting data with data files. Demonstration will be asked during technical evaluation.
- c) The system must be able to hold the measurement temperature within 0.1% in the temperature range of ≤ 1.9 K to 20 K under magnetic fields of up to 9T and within 0.02% at temperatures of 20 K to 400 K. Demonstration will be asked during technical evaluation.
- d) **Provide temperature stability data with Log files** at ≤ 1.9 K at a magnetic field of ± 9 T. Data should be in temperature versus time format collected in the following manner:
 - i) Set sample temperature to 1.9 K at zero-field
 - ii) Stabilize sample temperature at 1.9 K for 10 min
 - iii) Continuously ramp magnetic field to 9 T while recording the temperature

Vendor should provide recorded data with log data files in a, clearly indicating the steps as specified above. Vendor may be asked for a demonstration during technical evaluation.

e) **Data of thermal cycling with Log data files** in the following steps should be provided:

- i) Start from 300 K and set temperature to 2K, move up to 400K and set again to 2K

Repeat the above process for 5 cycles

- ii) Finally, once the system reached 2 K for the last time, ramp the field (as fast as it could) to full field (9 T). Then, finally oscillate the field back to 0 T.

Measurement Options

i. DC Magnetization (VSM):

- a) Supported Temperature Range: $\leq 1.9\text{K} - 400\text{K}$ (specify and provide supporting data).
- b) Magnetic moment noise levels must be less than $6 \times 10^{-7} \text{ emu}$ at 300 K for 1 second integration time. Vendors should specify their mechanism and frequency of vibration at this measurement value.
- c) VSM measurement data for the temperature range of 1.9K to 400K with 1 second averaging, measured during both cooling and heating must be provided with the offer by the bidders. Data files must be sent along the tender submission. Demonstrations will be asked during technical evaluation. 1 second integration is must for us to quickly resolved Magnetic phase transitions and hysteretic behavior.
- d) VSM system must perform rapid, completely automated centering operations. There should not be any need to perform manual adjustments to center the sample. Vendor must specify the centering process details and travel range of the motor.
- e) At least 3 publications should be attached for 1.9K – 400K complete temperature range of VSM measurement by quoted system in support of this measurement/accuracy.
- f) Please provide following measurement data for a sensitive magnetic sample with your offer. Measurement data and data files to be sent along with technical bid. Demonstration of the same may be asked during technical evaluation. The total measurement time must be efficient (<8 hours).

- (1) Degauss magnet (Set 1 T then Oscillate field to 0 T)
- (2) Set temperature to base temperature ($\leq 1.9 \text{ K}$) - Zero field cool sample
(Wait 20 minutes for proper thermalization)
- (3) Set 500 Oe measurement field
- (4) **Measure $m(T)$** upon warming @ 500 Oe field ($\leq 1.9\text{K}$ to 10 K @ 0.2 K/min)
- (5) Set field to 0 T (Oscillate field) and warm up to 300 K

- (6) Zero field cool sample to base temperature (Wait 20 minutes for proper thermalization)
- (7) **Measure $m(H)$** @ ≤ 1.9 K 0 T \rightarrow + 9 T \rightarrow -9 T \rightarrow + 9 T (5 segment loop) @ 100 Oe/s
- (8) Set field to 0 T and warm up to 300 K

ii. Electrical Transport Measurement:

- (a) Temperature Range: 1.9 K to 400 K (or above)
- (b) Provision for 4-wire & 2-wire resistivity and simultaneous Hall effect measurement
- (c) Provision for measuring I-V characteristics and differential resistance measurement (dV/dI vs. I or dV/dI vs V)
- (d) Two built-in independent sources and meters must be provided to make the two measurement channels truly independent.
- (e) In addition to standard mode (4-wire resistance up to 10 M Ω), there should be high impedance mode of 2 wire resistance measurement up to 5 G Ω .
- (f) Current Source: DC & AC, 10 nA (or less) to 100 mA (or more), frequency for ac source: Continuous from 1 Hz to 200 Hz
- (g) Sensitivity: 20 nV or better
- (h) Resistance resolution: 20 n Ω at 0.1 A.
- (i) Setup to check the contacts prior to measurement
- (j) Published data must be supplied in favor of the measurements and accuracy.

iii. Heat Capacity:

- a) Temperature Range: 1.9 K – 400 K. Provide supporting information to validate the supported temperature range. Demonstration may be asked during technical evaluation.
- b) Measurement should utilize relaxation technique, two-tau model fit analyses, corrections of back grounds from sample platform and adhesives through main system software. Claim needs to be supported by references of the papers published and patents.
- c) Sample Mass: Typically, few mg.
- d) Measurement Accuracy: less than 5% over 2K – 300K.
- e) Heat Capacity resolution: less than 10 nJ/mole.K at 2 K temperature. Vendor must submit measurement data with log data files in support of resolutions claimed.
- f) Thermometers on the platform.
- g) Suitable sample holder to keep the sample along the field direction to protect strongly magnetic while sweeping the magnetic field.
- h) Specify the sample chamber pressure.
- i) A sample mounting station should be included to ensure hassle-free sample mounting.
- j) Sample heat capacity as a function of temperature as well as measurements under a constant field should be available.

- k) At least 2 publications should be attached in support of Heat capacity measurement from 1.9 K – 400 K by the quoted instruments.

iv. Data acquisition and analysis:

- a) Licensed Windows based operating software and computer control system compatible with the measurement options.
- b) Sample measurement should be fully automated. The software shall control all aspects of the instrument's electronics, hardware, gas handling, data acquisition and data analysis. The software should include a comprehensive sequence editor for setting up unattended measurement runs. Each user must be able to set their own measurement sequences and data files so experimental set-ups and data are safe on a multi-user system.

- v. Water Chiller Unit:** A high-quality water chiller unit with suitable capacity for trouble free continuous running of the main system should be offered.

vi. Future Upgrades:

The system must be field upgradable to add measurement options including Dilution refrigerator option for mK operation, Broadband ferromagnetic resonance, Torque Magnetometry, Thermal expansion measurements like Dilatometer, etc. Supporting data/documentation sheets must be attached by the bidder in support his claim.

vii. Other Details:

- a) The requested data along with data files should be send within the tender deadline date to mms@iiti.ac.in.
- b) The bidder must provide the detailed specifications in the compliance statement with respect to each technical specification in the tender document, duly supported by the manufacturer's, literature and published papers. Mere saying "Yes" to compliance sheet without supporting documents will not be accepted.
- c) Warranty: Minimum 1 year from the date of installation.
- d) The bidder must submit the measurement data & research papers published by using his equipment in support of his claimed for specification of the equipment.
- e) Technical evaluation may include demonstration to verify functionalities and capabilities of the system quoted. In line with the same, the institute may ask the bidder to arrange for a demo of sample measurement by his equipment (before placement of the order) to ascertain whether the specifications & functionalities claimed by the bidder actually exist in the equipment. The bidder will be given time frame of 03 weeks for making arrangement of this demonstration within India.

- f) It would be preferable to have a factory trained service engineer stationed locally in Indore for quick service support.

Optional Items, Prices should be quoted separately for below items in the BoQ sheet no. 2)

2.	Thermal Transport: <ul style="list-style-type: none"> (a) Temperature range ≤ 1.9 K to 400 K or higher, preferably up to 873K. Vendor should provide data for the supported temperature range. Demonstration may be asked during technical evaluation. (b) Option should simultaneously measure a sample's thermal conductivity, Seebeck coefficient, and electrical resistivity with a single sequence command. (c) Provide the measurement data & data files for any sample measurement from 1.9K to 400K. Measurement must include Conductivity, Seebeck coefficient, resistivity and calculated thermoelectric figure of merit. (d) Thermal conductance measurement accuracy: ± 5 % or better and dynamic range should be 10 μW/K - 1 mW/K for 1.9K measurements. (e) Typical accuracy of the Seebeck coefficient: ± 5 % or better (f) Seebeck coefficient measurement range: 1 μV/K to 1 V/K or wider (g) At least 3 publications should be attached in support of the Temperature range, accuracy, and resolution of Thermal measurement by the quoted instrument. 	01 No.	Yes/No	
3.	Horizontal Sample Rotator: <ul style="list-style-type: none"> a) To measure angular dependence of resistivity, Hall effect, I-V Characteristics etc. in an axis perpendicular to vertical magnetic field. b) Rotator should have easily mountable/ dismountable PCB sample loading platform with gold pads for electrical connections. It should be capable of mounting 2 samples and should have thermometer to closely monitor sample temperature. c) Option must include a high-resolution computer-controlled stepper motor. A thermometer must be in direct contact with the sample mount to enable the accurate determination of sample temperature. d) Angle of rotation between zero to 360° must be provided in order to change the orientation of the applied magnetic field relative to the installed sample. e) Rotator must be usable in the entire temperature range of ≤ 1.9K to 400K or larger and support resistivity measurements. f) Measurement data of angular dependence of magnetoresistance in zero to 360 deg rotation must be provided. Demonstration may be asked during technical evaluation. 	01 No.	Yes/No	

TENDER No.: IITI(MM)/SIC/1/1A/667/PB/2024-2025

	g) At least 2 publications should be attached in support of Angle dependent transport measurement from the quoted instrument.			
4.	AC Susceptibility Measurement: (a) Temperature Range ≤ 1.9 K - 350 K (b) AC Frequency Range 10 Hz to 10 kHz, and AC drive amplitude in the range 5 mOe to 15 Oe and Sensitivity Range $\sim 1 \times 10^{-8}$ emu at 10 kHz (c) DC magnetization measurement sensitivity, 5×10^{-6} emu, with $\sim 1\%$ accuracy. (d) Direct phase nulling technique measures and cancels background AC phase shifts at every measurement.	01 No.	Yes/No	
5.	UPS: A suitable UPS system with sufficient capacity for the main system as well as chiller unit with compressor should be included in the offer.	01 No.	Yes/No	

Note:

- A. The bidder should submit his acceptance against each column as YES/NO and if No, the bidder should specify the deviation.
- B. Valid proof of the document in support of the claim to be enclosed with the technical bid.
- C. The Quantity mentioned above is also indicative and might change in the final order.
- D. Prospective bidders can quote Rate as per Unit and the institute will decide on the final order quantity.
- E. OEM Packing: The OEM sealed packing of materials. If seal is broken the Item will be rejected.
- F. The bidder must quote prices separately for Optional Items (sr. no. 02-05), in the BoQ sheet no. 2)

(Signature of the Bidder, with Official Seal)

अनुभाग- 5 / SECTION- V**अमूल्यंकित तकनीकी बोली / UNPRICED TECHNICAL BID****भाग - 3 /PART - III**

(Bidder should provide the following details on Letter head)

TENDER NO.:

Date:

Name of the Bidder _____

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

SI No.	Other Terms & Conditions		Compliance Yes/No
1.	Payment terms	100% payment will be released through RTGS/NEFT/LC. 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 36 weeks from the date of Purchase order/ GeM Contract Order.	
3.	Installation	Will be done by the firm free of cost within 90 days from the date of delivery of the item.	
4.	Warranty	01 year on-site Comprehensive warranty from the date of installation & acceptance of the item.	
5.	Service Support	Bidder should provide onsite service support.	
6.	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:

प्रपत्र -1 / FORM-I

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. _____

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 years i.e. F.Y. 2021-22, 2022-23, & F.Y. 2023-24. Supported by copy of ITR of four years.

(Signature of the Tenderer)

Company Seal:

Date:

प्रपत्र -2 / FORM-II

निर्माता का अनुज्ञा और वारंटी समर्थन पत्र

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

Date:

Tender No / GeM bid no:

To
The Registrar
Indian Institute of Technology Indore

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

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

Authorized representative of the Manufacturer Authorized representative Bidder

Signature:

Signature:

Name:

Name:

Address:

Address:

Mobile No:

Mobile No:

Email ID:

Email ID:

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 Bidder/OEM, with Official Seal)

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

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

Name:

Place:

Designation:

Contact No.:

प्रपत्र -6 / FORM-VIबोलीदाता सूचना प्रपत्र**BIDDER INFORMATION FORM**

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

प्रपत्र -7 / FORM-VIIपिछली आपूर्ति आदेश सूची प्रारूपPREVIOUS SUPPLY ORDER LIST FORMAT

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

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

TENDER No.: IITI(MM)/SIC/1/1A/667/PB/2024-2025

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)

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

Name of the Firm: _____

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			
11			
12			

(Signature of the Bidder, with Official Seal)

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. Datedto 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:.

प्रपत्र - 11 / FORM- XI

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.		
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 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)

Company Seal :

Name :

Date :

प्रपत्र -12 / FORM-XII

PRICE REASONABILITY CERTIFICATE

(To be submitted on Firm/Company Letterhead)

1. I/We _____ hereby certify that the prices quoted by us in our offer letter 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

प्रपत्र -13 / FORM-XIII

(To be submitted on Firm/Company Letterhead)

UNDERTAKING

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

Further, we will provide all Statuary valid Certificates/Permissions/License/Hardware/Software as required for smooth running of the supplied EQUIPMENT including all essential requirements for installation etc..

Furthermore, I/We hereby declare that, our quoted prices against this E-Bid Enquiry are not higher then prices offered by us to any others Govt. Institutions/Other Institutions/Departments as per prevailing market prices and we are liable for passing of all the benefits of GST in terms of cost reduction on account of various tax factors to IIT Indore as per the provisions of GST Act 2017. If any time IIT Indore will get the information that we have supplied items on higher prices in comparison to other institutes on the basis of prevailing applicable prices, we are undertaking that, we are liable for refunding and depositing back such difference amount to IIT Indore from our side without any question.

I/We are also undertaken that the Department of Commerce or Ministry/any other Department has been not debarred/blacklisted our firm as per best of our knowledge, if any such debarment/blacklisting come to the notice of IIT Indore Authorities during execution of Supplies against this E-Bid Enquiry, Indore have right to reject our proposal and take appropriate action deemed fit against our firm as per prevailing applicable Rules & Regulations.

(Signature of the Tenderer/Owner)

Name:

Date:

Official Seal

(To be printed on Supplier's letterhead)

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

INTEGRITY AGREEMENT

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

BETWEEN

The IIT Indore, represented through Jt. Registrar Material Management, 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
forat 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 / 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.

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- 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

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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

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- 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.

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

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

WITNESSES:

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

2.
(Signature, name and address)

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

WITNESSES:

1.
(Signature, name and address)

2.
(Signature, name and address)