



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

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

**GeM Bidding Document**  
**For**

**Supply, Installation and Commissioning of 3D Computed Optical  
Tomography Small Animal In Vivo Imaging System**



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

**अनुभाग-1 /SECTION - I**  
**विशेष नियम एवं शर्तें / SPECIAL TERMS AND CONDITIONS**

1. Any bidder from a country sharing a land border 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 23<sup>rd</sup> July 2020 and its subsequent amendments.
2. Benefits to Micro and Small (MSEs)/Start-Up will be applicable under PP Policy 2012 and its subsequent amendments for MSEs as per guidelines issued by Ministry of MSME.
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 15<sup>th</sup> June 2017 and its subsequent amendments.
4. **Payment: No advance payment will be made in any case.** Payment will be released through bank NEFT/RTGS transfer after supply, installation testing, inspection & commissioning of the item(s) and if found satisfactory with regard to quality, quantity and specifications ordered. The payment will be released after statutory deductions within 30 days. For the payment, the firm has to submit Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value; challans(s), manufacturer's guarantee certificate; bank details/cancelled cheque, installation report, performance bank guarantee etc. to the Assistant Registrar, MM Section, IIT Indore.

**The payment terms will be:-**

- (i) 80% of the unit cost will be paid against delivery of the goods received in good conditions at IIT Indore and accepted by the user department.
- (ii) 20% of the balance of each unit cost will be paid after Satisfactory Installation, Commissioning, Testing & Training (if required) of the IIT employees and submission of performance bank guarantee.

**5. Performance Security:**

- a. Within Fifteen days (or any other period mentioned in Tender Document or Contract) after the issue of Contract/Purchase Order 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.
- b. 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:
  - I. Unless otherwise stipulated in Tender Document or Contract, Account Payee Demand Draft or Fixed Deposit Receipt is drawn on any commercial bank in India, favoring the authority mentioned in therein (or FA&CAO of the Procuring Organization, if not mentioned).
  - II. Bank Guarantee issued by a commercial bank in India, in the prescribed form provided in Form X.
- c. 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.

6. **BANK DETAILS:**

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

7. **Pre dispatch Inspection (If required/asked)** - 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.
8. Items should be delivered only on working days (Monday to Friday) during office hours only i.e. between 10:00 a.m. to 05:00 p.m.
9. **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.
10. **Liquidated Damages:-** As time is the essence of an order, the date of delivery should be strictly adhered to, otherwise the delivery in full or in part may not be accepted and penalty for late delivery will be imposed @ 0.5% (Half Percent) per week subject to a maximum of 10% of the total value of supply order & beyond 10% subject to approval of IIT Indore. In case of delay in satisfactory Installation Commissioning, Testing, Inspection, Certification etc. also the same rate of penalty shall be liable. Non- Delivery of material/service may lead to forfeiture of PBG and debarment of the supplier.
11. **Delivery:** Free delivery at IIT Indore.
12. 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.
13. 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.
14. 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.
15. **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.
16. **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, M.P India to competent jurisdiction. All Domestic and International disputes are subject to Indore, M.P. jurisdiction only.

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17. 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.
18. All other General Terms & Conditions will as per GeM GTC 4.0 v1.26.
19. All communications with respect to the tender shall be addressed only to:  
Assistant Registrar (R&D),  
Materials Management Section  
6<sup>th</sup> Floor, Abhinandan Bhawan (West Wing),  
Indian Institute of Technology, Indore  
Khandwa Road Simrol, Indore- 453552  
Tel.: 0731660- Ext. 5552/3551  
Email: [rndmms1@iiti.ac.in](mailto:rndmms1@iiti.ac.in), [somms@iiti.ac.in](mailto:somms@iiti.ac.in), [arrnd@iiti.ac.in](mailto:arrnd@iiti.ac.in)
20. The Quantity mentioned above is also indicative and might change in the final order.
21. Format for Price Breakup (FORM-XI) must be uploaded at the time of Price bid submission.  
Non-Compliance of the above condition by the bidders will amount to non-eligibility for which tender has been floated and its bid shall be liable to be rejected summarily.
22. **General Instructions (From Packing at Supplier's factory to Installation at Purchaser's destination):**
- a) Site Preparation:** The supplier should inform the Institute about the site preparation, if any, needed for the installation of equipment, immediately after the receipt of the purchase order. The supplier has to state in detail the floor Space, electrical power/UPS and air-condition requirements in the technical bid. The supplier should continuously monitor the pre-installation requirements and see that everything is ready before the equipment is transferred to the site for installation.
- b) Packing and Transportation:** The supplier should provide the Goods with high quality packing which can prevent their damage or deterioration during transport to their final destination. The packing should be able to withstand the rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. While transferring the Goods to final destination, their packing case size and weights should be taken into consideration. Further, at all transit points, the heavy handling facilities should be used for smooth handling purposes.
- c) Insurance:** The Goods supplied under the Contract should be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be obtained by the suppliers in an amount equal to "the value of the goods + the value total tax" from "warehouse to warehouse" (final destinations) on "all risks" basis including war risks and strikes.
- d) Delivery and Unloading:** The equipments should be delivered to IIT Indore as per the delivery period mentioned in the Purchase/Contract Order. The supplier should ensure to unload all the materials (equipment and other related accessories etc.) to the installation site at IIT Indore. Unloading of the goods at IIT Indore is the responsibility of the supplier. No manpower will be provided by IIT INDORE.
- e) Installation and Demonstration:** Installation should be done by the supplier at free of cost within 04 weeks from the date of delivery of the item. Installation, complete interfacing of the system with its subsystems, and commissioning is to be carried out by the vendor's factory-trained engineers, followed by a demonstration of the system's performance fully to the user's satisfaction. Supplier should show the performance of the equipment as per specifications agreed based on claims made in their brochures or specification sheet.

**f) Inspection:** The inspection of the system will be done by an IIT Indore technical expert in the presence of the supplier's representative. In case of receipt of the material in short supply or damaged condition, the supplier will have to arrange the supplies/replacement of goods free of cost pending the settlement of the insurance case wherever applicable on FOR basis at IIT Indore.

**g) Warranty:** The warranty period should begin from the date of successful installation, commissioning and training at IIT Indore. Main equipment and all accessories must have comprehensive warranty, and warranty should cover all parts & labour work involved. Supplier will have to undertake comprehensive maintenance of the entire hardware components, software, equipment, support and accessories supplied by the supplier at the place of installation of the equipment. The supplier warrants that all the Goods are new, unused, not substandard and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the contract. The supplier further warrants that all Goods supplied under this contract will have no defect arising from design, materials or workmanship. The defects, if any, during the guarantee/warranty period are to be rectified free of charge by arranging free replacement wherever necessary. Collecting faulty Hardware from onsite and provisioning the replacement of hardware under warranty at onsite should be the responsibility of the supplier. If the supplied material is not used during the service period for replacing the faulty item, the supplier should extend the warranty period equal to the period during which material is not used.

**h) Training (if required/asked):** Onsite training should be provided by the supplier at free of cost to the users designated by IIT Indore on all specified capabilities of the instrument by the company person. Training should be provided each year during the warranty period. During training the hardware, software, operation, safety procedure, handling emergency situations and maintenance of the instruments should be explained.

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

(a) This is to inform you that no officials from the IIT Indore make any telephone calls/messages/emails/whatsapp seeking personal or irrelevant information from the bidder. In case any additional documentation is required from bidder, it is sought only through the official email(s) originating from the institute domain name i.e. @iiti.ac.in.

(b) **No tender/application/documentation fee is applicable** for any type of the tenders being floated by this institute.

(c) The IIT Indore hereby advises all the bidders to refrain from entertaining any suspicious telephone calls /messages/emails/whatsapp made in the name of IIT Indore asking for money on behalf of the institute. **They are also advised not to reveal any personal information or transfer any money in response to such calls/messages/emails/whatsapp.**

(d) Moreover, they should bring such matters to the notice of the institute viz email to **mms@iiti.ac.in.**

(e) In case any bidder responds and becomes pray to any such fraudulent communication the responsibility shall not lie with this institute.

  
**Assistant Registrar(R&D)**  
**MM Section, IIT Indore**

सहायक कुलसचिव  
(अनुसंधान एवं विकास सामग्री प्रबंधन विभाग)  
Assistant Registrar  
(R&D-Materials Management Section)

**अनुभाग-2 / SECTION- II****आवश्यक योग्यता मानदंड/ Essential- Qualification Criteria****भाग – 1 /PART - I****LIST OF DOCUMENTS TO BE UPLOADED WITH TECHNICAL BID**

| Sl. No. | Details   | Supporting Document Should be Submitted  |
|---------|---|--|
| 1.      | Bidder Information  | <b>As per enclosed FORM – V</b>  |
| 2.      | 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 of the firm.  |
| 3.      | Bidder should submit a valid manufacturers authorization (in case bidder is not an OEM) and warranty support declaration from the OEM specific to this tender.  | The same should be on the Letterhead of the concerned OEM.<br>In case of Authorized- distributor/ dealer/ firm, a copy of the valid authorization certificate shall be enclosed. <b>(As per FORM – I)</b><br><b>Note- Offer submitted without proper authorization shall be liable to be rejected summarily.</b>   |
| 4.      | <b>Udyam Certificate if bidder claim MSEs should be as per GeM_GTC Clause 04, Point no (xiii), m, (i)</b><br><b>Note-</b> 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".<br><i>(Traders/Authorized dealers shall not be eligible for any exemption).</i>  | Self-certified copies of documents.  |
| 5.      | <b>Startup Certificate if bidder claim as a startup to this tender item.</b>  | Self-certified copies of documents.  |
| 6.      | <b>WORK EXPERIENCE:</b> The Vendors / Bidders should have work experience as per the following parameters.<br><br>Three similar completed work costing not less than <b>Rs. 67,75,000/-</b> in last 3 (Three) financial years for any Govt./Semi Govt./Centrally Funded Technical Institutes (CFTI) which includes IITs, IISERs, IIMs, NITs, IIITs, IISc and IIST, CSIR Institutes, Central Universities and /or DAE Institutes (NISER, TIFR).<br><b>OR</b> | Work orders and satisfactory completion valid certificates issued by respective buyer organization of the above order in support of experience to be enclosed. <b>Without submission of completion certificate the experience will not be considered.</b><br><br><b>The valid certificate should be in Letter Head of the concerned government organization with</b> |

|     |   |  |
|-----|---|--|
|     | <p>Two similar completed work costing not less than <b>Rs. 90,00,000/-</b> in last 3 (Three) financial 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).</p> <p style="text-align: center;"><b>OR</b></p> <p>One similar completed work costing not less than <b>Rs. 1,57,00,000/-</b> in last 3 (Three) financial 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).</p> <p><b>Note:</b> Similar work means <b>Supply, Installation and Commissioning of 3D Computed Optical Tomography Small Animal In Vivo Imaging System</b></p> | <b>authorized signatory.</b>   |
| 7.  | List of other Govt. Departments, Public Sector units and Central Autonomous Bodies for which the bidder is supplying material or having the similar type of contracts and a valid certificate regarding the satisfactory performance of the contract.   | <b>As per enclosed FORM VI</b>   |
| 8.  | Bidder Acceptance of Tender Document  | <b>As per enclosed FORM VII</b>  |
| 9.  | <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 be closed. If any such matter i.e. of blacklisting /suspension is subjudice, even then the concerned firm shall be technically disqualified.</p> <p><i>"If any one or more Partner/ Directors of any debarred/blacklisted agency promotes or forms a new contracting firm or a sister-concern firm of the said debarred/blacklisted agency, then it shall also be considered as a debarred /blacklisted firm".</i></p>   | <b>As per enclosed FORM IV</b>   |
| 10. | The quoted products should not be under end of sales or end of support in next 05 (five) years from the date of submission.   | <b>As per enclosed FORM XII</b>  |
| 12. | <p><b>FINANCIAL TURNOVER:</b></p> <p>The Bidder Annual Financial Turnover should more than <b>Rs. 2,25,00,000/-</b> during the last three financial years namely 2022-23 2023-24 and 2024-25.</p> <p style="text-align: center;"><b>And</b></p> <p>In case of OEM, the Average Annual Turn Over should be <b>Rs. 9,00,00,000/-</b> during the</p>   | <p>As per enclosed <b>FORM VIII</b> and Attach a separate neatly typed sheet on the letter head of Registered Chartered Accountant OR enclose copies of audited Balance Sheet and Profit &amp; Loss Statement for the previous 3 financial year as specified</p> |

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|     | last three financial years namely 2022-23 2023-24 and 2024-25.<br>The Vendors / Bidders should not have incurred any loss during the last 3 (Three) financial years upto 31 <sup>st</sup> March, 2025. Profit after Tax should be positive for the above-mentioned period. | 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.   |
| 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 Annexure- is to be submitted. <b>As per enclosed FORM II</b><br>However, the item is exempted under (The OM no. F/4/1/2023-PPF(pt) dated -14/02/2025 issued by ministry of finance, DoE under Rules 161(IV) of GFR-2017 for issuance of GTE for procurement of medical Devices is applicable to this tender)<br>Accordingly, non-local suppliers can also participate. |
| 14. | Price Reasonability Certificate<br>(To be submitted on Firm/Company Letterhead)  | <b>As per enclosed FORM XIII</b>  |
| 15. | Undertaking (To be submitted on Firm/Company Letterhead)   | <b>As per enclosed FORM XIV</b>   |
| 16. | <b>CATALOGUE:</b> 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  |
| 17. | <b>Solvency Certificate required of ₹ 1.8 Crore for bidder.</b>  | 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.  |
| 18. | <b>Integrity Agreement: Signed Copy of the agreement should be submitted on the firm's letter head.</b>  | <b>As per enclosed FORM XV.</b>   |

**Note:-**

**1. Non-Compliance with any of the above conditions/points by the bidder will amount to non-eligibility for which tender has been floated and its bid shall be liable to be rejected summarily.**

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

Name:

Date:

Official Seal

**अनुभाग-2 / SECTION-II**  
**तकनीकी विशिष्टता / Technical Specification**  
**भाग – 2 /PART - II**

(Bidder should submit compliance matrix along with Technical Bid)

Item details and technical specifications as mentioned below: **Supply, Installation and Commissioning of 3D Computed Optical Tomography Small Animal In Vivo Imaging System**

| Technical Specifications   | Qty | Compliance | Deviation if any |
|--|-----|------------|------------------|
| 1. In vivo animal imaging system for small laboratory animals like mice and rat, with modalities for Bioluminescence, Chemiluminescence, Fluorescence, Cerenkov, and Computed Tomographic imaging in a single integrated system.                           |     |            |                  |
| 2. The system should include a light-tight cabinet-integrated CCD camera, excitation and emission filters, sample stage, gas anaesthesia system, and computer workstation.   |     |            |                  |
| 3. System should be capable of following features in a single integrated unit:   |     |            |                  |
| 4. a. The system should provide 3D surface topography by scanning laser and be able to create 3D images using optical light for accurate reconstruction of light sources in deep tissues.  |     |            |                  |
| b) Quantify the depth, geometry, and brightness of fluorescent & bioluminescent sources in 3D space using tomography.  |     |            |                  |
| c) The reconstruction of optical signals with CT structure in a single integrated platform without any external device or cassette.  |     |            |                  |
| d) The system should have X-Ray detector of CMOS panel with 3000 × 800 pixels with minimum resolution voxel values from 45 µm to 300 µm or better.   |     |            |                  |
| 5. Optical field of view should be at least 3.5 × 3.5 cm to 20 × 20 cm or better with stage movement controlled by software for all magnifications. Image should be acquired by direct CCD camera.   |     |            |                  |
| 6. Operating temperature of stage should be 20–40°C.   |     |            |                  |
| 7. The system should be sensitive enough to detect single cell in vitro & in vivo with proven data.  |     |            |                  |
| 8. The system should have trans-illumination stage for multiple excitations (minimum 8 different wavelengths) with precise X-Y point location for localization and quantification of deep tissue sources in 3D tomography reconstruction for fluorescence. |     |            |                  |
| 9. Camera should be Grade-1 CCD, at least 4.0 MP, absolute thermoelectrically cooled to –90°C, back-thinned, back-illuminated with minimum 10 excitation and 18 emission filters (Filter range: 420 nm to 870 nm).   |     |            |                  |
| 10. Should be able to co-register organs from in-built Mouse Atlas on a 3D image for exact positioning of point source.  |     |            |                  |
| 11. System software must have capability for AI-based target recognition, improved segmentation accuracy, analysis speed, reproducibility, and efficiency.   |     |            |                  |
| 12. The AI software must centralize the analysis enabling seamless correlation of datasets for Bioluminescence & Fluorescence analysis in animals.   |     |            |                  |
| 13. AI algorithms must automate image segmentation and ROI quantification, intuitive co-registration, and automated processing.  |     |            |                  |
| 14. The analysis software should perform background subtraction using image algorithms and should be able to perform spectral unmixing of multiple reporters (up to 4) within same animal using the Compute Pure Spectra                                   |     |            |                  |

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| algorithm with spectral library generation.   |  |  |  |
| 15. Data generated should be absolutely calibrated data according to the NIST National Institute of standards.  |  |  |  |
| 16. Gas anaesthesia ports and 5-mouse position manifold with gas flow controller should be supplied. Complete configuration including hardware/software, tubing, valves must be supplied.                           |  |  |  |
| 17. The company should have complete in-house reagent & cell line support manufactured by the same company required for in vivo experiments and pre-optimized on the instrument.                                    |  |  |  |
| 18. Safety Requirements: Less than 1.0 $\mu$ Sv/hour max exposure at 5 cm distance anywhere outside cabinet. Should be FDA and TUV approved.  |  |  |  |
| 19. Software: Automated co-registration along with tertiary registration. Advanced visualization and 3D analysis tools for longitudinal $\mu$ CT applications, data processing and PC data transfer enabled for PC. |  |  |  |
| 20. At least 5 similar systems must have been supplied in India.  |  |  |  |

**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. All communications with respect to the tender shall be addressed only to:**

Assistant Registrar (R&D),  
 Materials Management Section  
 6<sup>th</sup> Floor, Abhinandan Bhawan (West Wing),  
 Indian Institute of Technology, Indore  
 Khandwa Road Simrol, Indore- 453552  
 Tel.: 0731660- Ext. 5552/3551  
 Email: [rndmms1@iiti.ac.in](mailto:rndmms1@iiti.ac.in), [somms@iiti.ac.in](mailto:somms@iiti.ac.in), [arrnd@iiti.ac.in](mailto:arrnd@iiti.ac.in)

**(Signature of the Bidder, with Official Seal)**

**अनुभाग-2 / SECTION- II****अमूल्यंकित तकनीकी बोली / UNPRICED TECHNICAL BID****भाग – 3 /PART - III****(Bidder should provide the following details on Letter head)**

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Date:

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

| Sr. No. | Item Description   | Qty    | Make | Model | HSN Code | GST % | Country of Origin |
|---------|--|--------|------|-------|----------|-------|-------------------|
| 1.      | Supply, Installation and Commissioning of 3D Computed Optical Tomography Small Animal In Vivo Imaging System | 01 No. |      |       |          |       |                   |

| SI No. | Other Terms & Conditions   |  | Compliance Yes/No |
|--------|--|--|-------------------|
| 1.     | <b>Payment terms</b>   | Please refer Section-I Point-4   |                   |
| 2.     | <b>Delivery Period</b>   | Within <b>9 weeks</b> from the date of Purchase/GeM Contract Order and also refer Section-I Point-22 (d)   |                   |
| 3.     | <b>Delivery Location</b>   | Animal House Facility, IIT Indore.   |                   |
| 3.     | <b>Installation</b>  | Please refer Section-I Point-22 (e)  |                   |
| 4.     | <b>Warranty</b>  | Onsite <b>3 years</b> warranty from the date of successful Installation, commissioning, testing and training and also refer Section-I Point-22 (g) |                   |
| 5.     | <b>Charges</b>   | Freight, unloading, insurance, delivery and any other kind of charges will be borne by the vendor/firm/supplier.                                   |                   |
| 6.     | <b>Service Support</b>   | Bidder should provide onsite service support.  |                   |
| 7.     | <b>Training</b>  | Onsite training should be provided by the firm free of cost by the expert engineer   |                   |
| 8.     | Photographs and catalogues related to material/items should be enclosed in the technical bid and Dimensions of material/item, weight and space requirements should also be submitted in technical offer. |  |                   |

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

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

Tender No / GeM bid no: IITI(MM)/BSBE/097/PRJ/HJ/2025-2026

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:

**प्रपत्र -2 / FORM-II**

**स्थानीय सामग्री के लिए घोषणा**

**Declaration of Local content**

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

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

To,  
The Registrar  
Indian Institute of Technology Indore

**Sub: Declaration of Local content**

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

Name of Goods & Services: \_\_\_\_\_

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

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

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

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

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

Yours Faithfully,

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

Name:

Date:

Official Seal

प्रपत्र -3 / FORM-III

डीपीआईआईटी पंजीकरण के लिए घोषणा पत्र

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

CERTIFICATE BY BIDDER- DPIIT REGISTRATION

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

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

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

Name:

Date:

Official Seal

प्रपत्र -4 / FORM-IV

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

**DECLARATION REGARDING CLEAN TRACK/NO LEGAL ACTION**

(to be provided on letter head of the firm)

I hereby certify that the above firm namely \_\_\_\_\_ is neither blacklisted by any Central/State Government/Public Undertaking/Institute nor any criminal case registered / pending against the firm or its owner/ partners anywhere in India preceding three years from the date of publishing of tender.

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

Date:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:

**प्रपत्र -5 / FORM-V****बोलीदाता सूचना प्रपत्र****BIDDER INFORMATION FORM**

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

प्रपत्र -6 / FORM-VI

पिछली आपूर्ति आदेश सूची प्रारूप

PREVIOUS SUPPLY ORDER LIST FORMAT

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

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

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

Name:

Date:

Official Seal

**प्रपत्र -7 / FORM-VII**

**निविदा शर्तों की स्वीकृति हेतु  
ACCEPTANCE OF TENDER TERMS**

(To be given on Company Letter Head)

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

To,  
The Registrar  
Indian Institute of Technology Indore

**Sub: Acceptance of Terms & Conditions of Tender.**  
**IITI(MM)/BSBE/097/PRJ/HJ/2025-2026**

**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.: IIT(MM)/BSBE/097/PRJ/HJ/2025-2026**

10. I/We undertake that the items supplied are as per Demonstration/Catalogue/technical literature description.
11. I/We undertake that the quoted rates are not higher than that approved in any other Govt. institutions in India for the same items during the current Financial Year.
12. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Govt. of State/Central//Institute/Department/PSUs. I/we also offer to supply the Equipment/stores at the prices and rates not exceeding those mentioned in the price bid.
13. I/We do hereby confirm that I/we aware about the provisions of "Make in India"/startup initiatives and directives regarding Price Preference Policy to Make in India Registered Bidders and I/We undertake for following the same as per directions of IIT Indore in respect of this E-Bid Enquiry.
14. I/we have necessary infrastructure for the maintenance of the equipment and will provide all accessories/spares as and when required.
15. I/we also declare that in case of change of Indian Agent or for any other change. Merger, dissolution solvency etc. in the organization of our foreign principles, we would take care of the Guarantee/Warranty/Maintenance of the machinery/equipment and have provided written confirmation for the same.
16. I/we undertake to get the equipment repaired/replace within 48 hours of the receiving of the complaint from the institute failing which a penalty of @ 1% of the cost may be recovered from the Bank Guarantee before releasing the same to us after completion period.
17. I/we undertake, If as a result of post payment audit any over payment is deducted in respect of any Supply/work done by our Agency or alleged to have been done by our Agency under this bid, it shall be recovered by the IIT Indore from our Agency.
18. I/we undertake, If any under payment is discovered, the amount shall be duly paid to our Agency by the IIT Indore.
19. I/we undertake that we shall liable to provide all the relevant records copies during the concurrency period of Contract or otherwise even after the Contract is over, whenever required by IIT Indore.

Yours Faithfully,

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

Name:

Date:

Official Seal

**प्रपत्र -8 / FORM-VIII**

**वार्षिक कारोबार की घोषणा और**

**इनकम टैक्स रिटर्न**

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

(To be submitted on Firm/Company Letterhead)

To,  
The Registrar  
Indian Institute of Technology Indore

Date :

**Sub: NIT No.- IITI(MM)/BSBE/097/PRJ/HJ/2025-2026**

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. 2022-23 | F.Y. 2023-24 | F.Y. 2024-25 |
|--------------|--------------|--------------|
|              |              |              |

And, I/we hereby declare that, our firm had filed Income Tax Returns for last 3 years i.e. F.Y. 2022-23, 2023-24 and 2024-25. Supported by copy of ITR of three years.

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

Name:

Date:

Official Seal

**प्रपत्र -9 / FORM-IX**

**प्रश्न प्रारूप/ QUERY FORMAT**

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

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

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

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

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

| Sl. No | Reference of the Clause No. of the Tender Document | Query/Clarification/ Deviation sought | Clarification/Response from IIT Indore |
|--------|--|---------------------------------------|--|
| 1      |  |                                       |  |
| 2      |  |                                       |  |
| 3      |  |                                       |  |
| 4      |  |                                       |  |
| 5      |  |                                       |  |
| 6      |  |                                       |  |
| 7      |  |                                       |  |
| 8      |  |                                       |  |
| 9      |  |                                       |  |
| 10     |  |                                       |  |

**प्रपत्र -10 / FORM-X**

**परफॉरमेंस सिक्योरिटी प्रारूप**

**PERFORMANCE SECURITY FORMAT**

To,

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

**AND WHEREAS** it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

**AND WHEREAS** we have agreed to give the supplier such a bank guarantee:

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

We further undertake to pay the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the supplier(s)/vendor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the supplier(s)/vendor(s) shall have no claim against us for making such payment.

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

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

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

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal:

Name & address of the Bank

Address of the Branch:

Phone No.:

E-mail ID:.

**प्रपत्र -11 / FORM-XI**

**Format for Price Breakup/Financial Document**

**for**

**Supply, Installation and Commissioning of 3D Computed Optical Tomography Small Animal In Vivo Imaging System**

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

| Sl. No. | Item   | Qty.   | Unit Price in INR (₹) | GST in INR (₹) | Total Price in INR (₹) |
|---------|--|--------|-----------------------|----------------|------------------------|
| 1.      | Supply, Installation and Commissioning of 3D Computed Optical Tomography Small Animal In Vivo Imaging System | 01 No. |                       |                |                        |

**Note:**

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

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

Name:

Date:

Official Seal

**प्रपत्र -12 / FORM-XII**

बिक्री और समर्थन के संबंध में घोषणा

**DECLARATION REGARDING SALES AND SUPPORT**

(to be provided on letter head of the firm)

To,  
The Registrar  
Indian Institute of Technology Indore

We, M/s.\_\_\_\_\_ hereby affirm that the engineers listed below are currently employed by our organization and have consistently provided service and support in their region. We attest to their professional competence, dedication, and commitment to delivering high-quality work.

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

We, M/s.\_\_\_\_\_ declare that we as original equipment manufacturers (OEMs) shall not be subjected to end of sale or end of support within the next five years from the date of submission of this declaration. This commitment aims to ensure the continuity and reliability of products and services provided by us, fostering stability and trust

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

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

Name:

Date:

Official Seal

**प्रपत्र -13 / FORM-XIII**

**PRICE REASONABILITY CERTIFICATE**

(To be submitted on Firm/Company Letterhead)

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

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

Name:

Date:

Official Seal

**प्रपत्र -13 / FORM-XIV**

(To be submitted on Firm/Company Letterhead)

**UNDERTAKING**

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

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

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

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

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

Name:

Date:

Official Seal

**(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 for .....at IIT Indore." (Name of work) hereinafter referred to as the "Contract". AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

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

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

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles  
No employee of the Principal / Owner, personally or through any of his / her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (a) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / 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 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.

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- 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/Contact documents with regard any of the provisions covered under this Integrity Pact.

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

**BUYER**

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

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

WITNESSES:

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

WITNESSES:

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