



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

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

वैश्विक निविदा आमंत्रण सूचना
Global Notice Inviting Tender

**Bidding Documents for Supply and Installation
of
Attenuated total reflectance (ATR)**

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

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



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

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

दूरभाष: 91-0731-6603369/3551

Tel.: 91-0731-6603369/3551

Email: mms@iiti.ac.in

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

Online Tender is invited by IIT Indore (in Two Bid System) from the respective Original Equipment Manufacturers (OEM) their Authorized Distributors/ Dealers/Firms etc. for **Supply and Installation of Attenuated total reflectance (ATR) at Indian Institute of Technology, Indore** with “**PART A**” as Technical Bids and “**PART B**” as Financial Bids.

The details are as follows:

Sl. No.	Name of the Item	NIT No.	EMD
01.	Supply and Installation of Attenuated total reflectance (ATR)	548	Rs. 15,000/- (Rupees Fifteen Thousand Only) Online EMD Submission: Bidder can submit their EMD online by visiting to the below link: https://www.onlinesbi.sbi/sbicollect/
SUBMISSION OF BIDS ONLINE IN TWO BID: https://eprocure.gov.in/eprocure/app			

*NIT No. 548 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 bid due to internet issues or any other reasons.

For any issues related to tender please contact Material Management Section,
Tel: +91- 0731-660 Ext 3369/3551/3408 Email: mms@iiti.ac.in

Assistant Registrar
MM Section, IIT Indore

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

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Attenuated total reflectance (ATR)**

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अनुभाग-1 / SECTION- I**निविदा की अनुसूची/ SCHEDULE OF TENDER**

Sl. No.	Event	Date and Time/ Remarks
01	निविदा दस्तावेज़ डाउनलोड करने की तारीख Commencement of Downloading of Tender Document	February 06, 2024 https://eprocure.gov.in/eprocure/app and https://www.iiti.ac.in/tender
02	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 15, 2024 up till 03:00PM, (IST) Please refer NIT Documents
03	तकनीकी बोलियाँ खोलने की तिथि एवं समय Date & Time of Opening of Technical Bids	February 16, 2024, at 03:00 PM, (IST) Please refer NIT Documents
04	निविदा के संबंध में सभी संचार को संबोधित करने हेतु All communications with respect to the tender shall be addressed to:	Assistant Registrar, MM Section 4th Floor, Abhinandan Bhawan (West Wing), Indian Institute of Technology, Indore Khandwa Road Simrol, Indore- 453552 Tel.: 0731-660 Ext 3369/3551/3408 Email: mms@iiti.ac.in
05	किसी भी आवश्यक सहायता के लिए संपर्क करे For any assistance required	CPP Portal website: www.eprocure.gov.in CPP Portal Help Desk Toll-Free No.: 18002337315, 180030702232

Assistant Registrar
MM Section, IIT, Indore

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

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](http://eprocure.gov.in/eprocure/app)). The bidders are requested to submit the copies of their bids electronically (digitally) on CPP Portal, using valid Digital Signature Certificates.
More useful information regarding submission of the online bids is available/obtained at [URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app) on the CPP Portal.
3. **For Registration:** Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) by clicking on the link "**Click here to Enroll**".
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 a week of uploading of technical evaluation matrix on CPP Portal. **Non- representation within the stipulated time the tender will be processed further and no representation will be accepted thereafter.**
 - (b) **Financial Bid (COVER- 2):** The financial bids of technically qualified responsive bidders will be opened.
3. **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.
4. **Late Bids:** IIT Indore shall not be responsible for non-receipt of bid due to internet issues or any other reasons.
5. **Bid Validity:** The bids shall be valid for a period of **180 days** from the date of opening of the tenders.
6. **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.
7. **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.
10. **Bid Evaluation Procedure:** For the purpose of selection of the bidder, a two-stage bidding process will be followed.
 - a) The technical evaluation committee shall examine the bids to confirm that all documents and technical documentation requested in **SECTION- 5** have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the offer shall be liable to be rejected. The financial bid will be opened only for the bid which submits all the required necessary documents and is verified by the technical committee as technically qualified responsive bidder as per NIT.
 - b) The response to the tender should be submitted in two parts viz. Technical Bid & Commercial Bid.

- c) Evaluation will be done strictly on Pre-Qualification, Technical criteria and Unpriced Technical Bid as mentioned in **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 02 days from the date of issue of order/signing of contract, failing which it shall be presumed that the vendor has accepted the order.

12. Purchaser's Rights:

- a) The Purchaser reserves the right to accept or reject any bid at any stage and to annul the bidding process and reject all bids at any time prior to award of Contract.
- b) The Purchaser reserves the right to increase or decrease the quantity to an extent of 25%(maximum) of the required goods/items, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period)
- c) IIT Indore reserves the right to call for techno-commercial/price negotiations. The 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:

Central Stores Section, 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 a 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 **15 DAYS** of the arrival of the equipment at site. **For delayed in delivery or in satisfactory, installation, commissioning, testing & training the liquidated damages will be imposed @ 0.5% (Half Percent) per week subject to a maximum of 10% of the total value of supply order & beyond 10% subject to approval of IIT Indore.**

20. Liquidated Damages: -

- | | |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a) | As Time is the essence of an order, the date of delivery should be strictly adhered to, otherwise the delivery in full or in part may not be accepted and penalty for Late delivery will be imposed @ 0.5% (Half Percent) per week subject to a maximum of 10% of the total value of supply order & beyond 10% subject to approval of IIT Indore. |
| b) | For delayed in satisfactory, installation, commissioning, testing & training the liquidated damages will be imposed @ 0.5% (Half Percent) per week subject to a maximum of 10% of the total value of supply order & beyond 10% subject to approval of IIT Indore. |
| c) | Non- Delivery of material/service may lead to forfeiture of PBG and debarment of the supplier. |

21. Loading/Unloading in the scope of supplier, In case of labour arranged by the IIT, Supplier or his representative/ transporter need to pay the charges Rs. 300/- per person engaged. Also, any of packing material handed over to store department in segregated manner in the scope of supplier Non-compliance of this term Rs. 300/- per person amount to be deducted from the supplier's bill.

22. Shipping, Packaging and Labeling: All Material purchased hereunder must be packed and packaged to ensure its safe delivery in accordance with good commercial practices and where incorporated, the IIT, Indore packaging specification. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final

destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' destination and the absence of heavy handling facilities at all points in transit, including the final destination. It is the sole responsibility of the vendor to provide/replace the item/goods if it is lost or broken during the shipping or transportation due to whatever may be the reason.

23. Inspection: The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser. Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

24. Patent Rights: The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

25. Subletting of Work: The firm shall not assign or sublet the work/job or any part of it to any other person or party. The tender is not transferable. Only one tender shall be submitted by one tenderer.

26. No correspondence/discussion/visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tenders for technical discussions/ price negotiations. Any violation of this will render the quotations invalid and the firm is liable to be blacklisted.

भाग - 2 / PART – II

1. Any bidder from a country sharing a land order with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT) as per vide Ministry of finance OM No. 6/18/2019-PPD dated 23rd July 2020.

2. **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:**
- 1) The bidder has the right to submit a representation to the Assistant Registrar (MM) within 02 days from the date of intimation via email or as per specified timeline in the communication.
 - 2) The representation of the bidders will be reviewed by the technical committee and the appropriate response will be shared via email.
 - 3) 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.

14. Code of Integrity (Rule 175)

- 1. Applicable for both the procuring entity and the bidder.
- 2. The Code of Integrity prohibits.
 - a. Making offer, solicitation, or acceptance of bribed
 - b. Any misrepresentation that attempts to mislead
 - c. Collusion, bid rigging, anti-competitive approach.
 - d. Coercion or threat to impair or harm.
- 3. Disclosure of Conflict of Interest (Guidance will be in Manuals)
- 4. Disclosure of any previous transgression by the bidder
- 5. Procuring entity may take appropriate measures including debarment of bidder.

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****भाग - 1 /PART-I**

- 1. Payment: No advance payment will be made in any case.** Payment term may be 100% through Letter of Credit (LC)/Wire Transfer - 80% against dispatch documents and balance 20% after successful delivery & installation of the item(s) and if found satisfactory with regard to quality, quantity and specifications ordered. The payment will be released after statutory deductions within 30 days. For the payment, the firm has to submit Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value; challans(s), Manufacturer's guarantee certificate; bank details/cancelled cheque, installation report, performance bank guarantee (if asked) etc. to the Assistant Registrar MM Section, IIT Indore.

In case of import, the payment term will be:

- 100% through Letter of Credit (LC)/Wire Transfer – 80% payment will be released against dispatch documents by our authorized banker.
- 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 35% 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 33% 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 31% 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 23.15% for 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:

- 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. Delivery:** Delivery would be within 2 months from the date of the placement of the order. Also, Free delivery at IIT Indore inclusive of freight, Insurance and unloading charges.

- 8.** In case equipment offered requires maintenance after the expiry of the warranty, please indicate the approximate cost of comprehensive and on-call basis maintenance and also the availability of local support or otherwise.
- 9.** Please note clearly that the Bids sent through FAX, E-mail, by hand and/or by any post/courier shall not be accepted/ processed, in any case.



Assistant Registrar (MM)

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

अनुभाग-5 / SECTION- Vपूर्व योग्यता मानदंड/Pre- Qualification Criteriaभाग - 1 /PART - ILIST 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.	For OEM:- Valid Certificate of Incorporation/Registration Certificate of the firms.
2.	Bidder should submit a valid Manufacturers Authorization Form specific to this tender.	The authorization letter should be on the Letterhead of the concerned OEM. In case of Authorized/distributor/dealer/agent Copy of the valid authorization, the certificate shall be enclosed. Offer submitted without proper authorization shall be liable to be rejected summarily.
3.	<p>WORK EXPERIENCE: The Vendors / Bidders should have work experience.</p> <p>Three similar completed work costing not less than Rs. 1,09,032/- 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.</p> <p>OR</p> <p>Two similar completed work costing not less than Rs. 1,45,376/- 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.</p> <p>OR</p> <p>One similar completed work costing not less than Rs. 2,54,408/- 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.</p> <p>Note: Similar work means Supply and Installation of Attenuated total reflectance (ATR)</p>	<p>Work orders and satisfactory completion valid certificates issued by respective buyer organization of the above order in support of experience to be enclosed. Without submission of completion certificate the experience will not be considered.</p> <p>The valid certificate should be in Letter Head of the concerned government organization with authorized signatory.</p>
4.	Udyam Registration certificate to be attached for (Major activity- Manufacturer of the tendered items) & (Major Activity – Service in case of the service tender)	Self-certified copies of documents.
5.	Startup Certificate if bidder claim as a startup	Self-certified copies of documents.
6.	Bidder Information	As per enclosed FORM - VI

7.	List of other Govt. Departments, Public Sector units and Central Autonomous Bodies for which the bidder is supplying material or having the similar type of contracts and a valid certificate regarding the satisfactory performance of the contract	As per enclosed FORM - VII
8.	Bidder Acceptance of Tender Document	As per enclosed FORM - VIII
9.	The bidder should not have been blacklisted by any Government / Semi Government / Board /Corporations /Autonomous Body/ PSU. An undertaking/declaration in this regard should be closed. If any such matter i.e. of blacklisting /suspension is subjudice, even then the concerned firm shall be technically disqualified	As per enclosed FORM - V
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	(Declaration from OEM/ Authorized Distributors/Dealers/firms should be submitted)
11.	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.
12.	<p>FINANCIAL TURNOVER: The firm should have annual financial turnover more than Rs. 15 Lakh during the past three financial years namely 2019-20, 2020-21 and 2021-22.</p> <p>The Vendors / Bidders should not have incurred any loss during the last 3 (Three) years (as of 31st March, 2022). 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>

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 - II**

(Bidder should submit compliance matrix along with Technical Bid)

Item details and technical specifications as mentioned below: Supply & Installation of Attenuated total reflectance (ATR).

	Feature	Description/ Specification	Qty.	Compliance Yes/No	Deviation if any
1.	<u>Attenuated total reflectance (ATR)</u>	Strong and Durable monolithic Diamond Extended Wavelength Capability from 7,800 To 400 wavenumbers. High Spectral Quality and high throughput capability. Interchangeable Diamond, ZnSe & Ge crystal puck options Wavelength Range: 7,800 to 400 cm-1	01 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) Firm should quote separately for each item as per BOQ.
- C) Valid proof of the document in support of the claim to be enclosed with the technical bid.
- D) The Quantity mentioned above is also indicative and might change in the final order.
- E) Prospective bidders can quote Rate as per Unit and the institute will decide on the final order quantity.

(Signature of the Bidder, with Official Seal)

अनुभाग- 5 / SECTION- Vअमूल्यंकित तकनीकी बोली / UNPRICED TECHNICAL BIDभाग - 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							

Other Terms & Conditions

1.	Payment terms	:
2.	Delivery Period from the date of Purchase Order	:
3.	Installation within 15 days of delivery	:
4.	Warranty	:
5.	Specify any other terms & conditions:	:

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-Iवार्षिक कारोबार की घोषणा औरइनकम 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 2020-21	F.Y 2021-22	F.Y 2022-23

And,

I/we hereby declare that, our firm had filed Income Tax Returns for last years i.e. F.Y. 2020-21, 2021-22, & F.Y. 2022-23. Supported by copy of ITR of four years.

(Signature of the Tenderer)

Company Seal:

Date:

प्रपत्र -2 / FORM-IIनिर्माता 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:

प्रपत्र -3 / FORM-IIIस्थानीय सामग्री के लिए घोषणाDeclaration 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)

प्रपत्र -4 / FORM-IV

डीपीआईटी 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

प्रपत्र -5 / FORM-Vस्वच्छ छवि/कोई कानूनी कार्रवाई नहीं होने के संबंध में घोषणा पत्रDECLARATION 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-VI**बोलीदाता 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-VIIIनिविदा शर्तों की स्वीकृति हेतुACCEPTANCE OF TENDER TERMS

(To be given on Company Letter Head)
Date: DD/MM/YYYY

To,
The Registrar
Indian Institute of Technology Indore
Khandwa Road Simrol-453552

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.

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)

प्रपत्र -9 / FORM-IXपरफॉर्मेंस सिक्योरिटी प्रारूपPERFORMANCE 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 -10 / FORM-X**(Applicable only for purchases above 1 crore)****(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.

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

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

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

Article 3: Consequences of Breach

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

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

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

Article 4: Previous Transgression

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

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

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

Article 6: Duration of the Pact

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

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

Article 7: Other Provisions

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