

	<p>भारतीय प्रौद्योगिकीसंस्थानमद्रासचेन्नै 600 036 INDIAN INSTITUTE OF TECHNOLOGY MADRAS Chennai 600 036 भंडार एवं क्रय अनुभाग / STORES & PURCHASE SECTION Email: adstores@iitm.ac.in दूरभाष: (044) 2257 8285 / 8287 / 8288 / 8290 Telephone : (044) 2257 8285/8287/8288/8290 GSTIN: 33AAAAI3615G1Z6</p>	
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P.K. SHEBA SABARI
Assistant Registrar (Stores & Purchase)

Date: 27.01.2025

Tender No. IITM/SPS/Nitrogen Liquefier/026/2024-25/SPL

Due Date: 17.02.2025
Before 2.00 p.m.

Dear Sir/Madam,

On behalf of the Indian Institute of Technology Madras, Tenders are invited in two bid system, namely technical and financial bids for:

"Supply, Installation and Commissioning of Liquid Nitrogen Generation System (Nitrogen Liquefier) at IIT Madras"

Conforming to the specifications enclosed.

Tender Documents may be downloaded from Central Public Procurement Portal <https://etenders.gov.in/eprocure/app>. Aspiring Bidders who have not enrolled / registered in e-procurement should enroll/register before participating through the website <https://etenders.gov.in/eprocure/app>. The portal enrollment is free of cost. Bidders are advised to go through instructions provided at "Help for contractors". [Special instructions to the bidders for the e-submission of the bids online through this e-Procurement Portal"].

Bidders can access tender documents on the website (For searching in the NIC site, kindly go to Tender Search option and type 'IIT'. Thereafter, Click on "GO" button to view all IIT Madras tenders). Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <https://etenders.gov.in/eprocure/app> as per the schedule attached.

No manual bids will be accepted. All tender documents including Pre-qualification, Technical and Financial bids should be submitted in the E-procurement portal.

1	LAST DATE for receipt of Tender	:	17.02.2025 before 02.00 p.m.
	Pre-bid meeting	:	The Pre-bid Meeting will be conducted via Google Meet on 30.01.2025 @ 03.00 p.m. Please see the below link to join the meeting: https://meet.google.com/tqc-sdip-yha Prospective bidders are requested to register their participation by sending an email to adstores@iitm.ac.in , with name/designation of the representative who will attend the meeting along with queries on or before 29.01.2025
	Date & Time of opening of Tender	:	18.02.2025 @ 3.00 p.m.

**GUIDELINES FOR TENDER SUBMISSION IN CENTRAL PUBLIC PROCUREMENT PORTAL
(E-PROCUREMENT MODE)**

A	निविदा की प्रस्तुति/ Submission of Tender	: As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal URL: https://etenders.gov.in/eprocure/app The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal More information useful for submitting online bids on the CPP Portal may be obtained at: https://etenders.gov.in/eprocure/app All tender documents including Technical Bid & Financial Bid should be submitted separately in online CPP portal as per the specified format only. Right is reserved to ignore any tender which fails to comply with the above instructions. No manual bid submission will be entertained.
B	ऑनलाइन बोली जमा के अनुदेश / Instructions for online bid submission	: REGISTRATION <ul style="list-style-type: none"> • Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal URL: https://etenders.gov.in/eprocure/app by clicking on "Online Bidder Enrolment". Enrolment on the CPP Portal is free of charge. • As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts. • Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal. • Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.) https://eprocure.gov.in/eprocure/app with their profile. • Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse. • Bidder then may log in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.
C	निविदा दस्तावेज़ की खोज / Searching for tender documents	: <ul style="list-style-type: none"> • There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal. • Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective "My Tender" folder. This would enable the CPP Portal to intimate

			<p>the bidders through SMS / email in case there is any corrigendum issued to the tender document.</p> <ul style="list-style-type: none"> The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.
D	बोली की तैयारी / Preparation of bids	:	<ul style="list-style-type: none"> Bidder should take into account any corrigendum published on the tender document before submitting their bids. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender document / schedule and generally shall be in PDF / XLS formats as the case may be. Bid documents may be scanned with 100 dpi with black and white option. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GSTIN Details, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
E	बोली की प्रस्तुति / Submission of bids	:	<ul style="list-style-type: none"> Bidder should log into the site well in advance for bid submission so that he/she can upload the bid in time i.e. on or before the bid submission date and time. Bidder will be responsible for any delay due to other issues. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document. Bidder has to transfer the EMD as applicable by online mode only. The EMD should be transferred on or before the closure date and time of the tender. If the EMD is not transferred before the closure date and time, the tender will be summarily rejected. The proof of transfer has to be submitted in the Technical Bid, Otherwise, the tender will be summarily rejected. A standard BOQ format has been provided in Annexure-C with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the detail with their respective financial quotes and other details (such as name of the bidder). If the BOQ file is found to be modified by the bidder, the bid will be rejected. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

		<ul style="list-style-type: none"> • The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues. • The uploaded tender documents become readable only after the tender opening by the authorized bid openers. • Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details. • Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.
F	बोलीदाताओं के लिए सहायता / Assistance to bidders	<ul style="list-style-type: none"> • 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. • 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. The contact number for the helpdesk is [0120-4200462, 0120-4001002, 0120-4001005]
G	बोलीदाताओं के लिए सामान्य अनुदेश / General Instructions to the Bidders	<ul style="list-style-type: none"> • The tenders will be received online through portal https://etenders.gov.in/eprocure/app. In the Technical Bids, the bidders are required to upload all the documents in single pdf file. • Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through https://etenders.gov.in/eprocure/app • Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site https://etenders.gov.in/eprocure/app under the "Information about DSC".
H	बयाना जमा ईएमडी Earnest Money Deposit (EMD)	<p>I. EMD of INR 18,90,000/- (Rupees Eighteen Lakhs and Ninety Thousand only) should be transferred through NEFT/RTGS to the following bank account on or before due date 17.02.2025 before 2:00 p.m.</p> <p style="text-align: center;">Name : Registrar IIT Madras Bank : State Bank of India Account No. : 10620824305 Branch : IIT MADRAS IFSC CODE : SBIN0001055</p> <p>II. As per O.M. No.F.1/2/2022-PPD dated 01.04.2022, the EMD will be returned to the unsuccessful Bidder(s) within 30 days after declaration of result of first stage i.e. technical evaluation etc. The EMD shall be forfeited if any Bidder withdraws the offer before finalization of the tender.</p> <p>III. The EMD amount should not be sent through DD.</p> <p>IV. Non-submission of EMD details on or before the due date and time will result in rejection of the e-bid.</p> <p>V. As per Rule 170 of GFR 2017, exemption of EMD will be given subject to submission of undertaking by the firm seeking such exemption. Copies of relevant orders/ documents regarding such exemption should be submitted along with the tender document.</p>

		<p>VI. The successful bidder shall submit a Performance Guarantee of 3% of the purchase order value by way of DD/Bank Guarantee (including e bank guarantee) / FDR/Insurance surety bonds in favour of "The Registrar, IIT Madras" to be obtained from any commercial bank within 14 (Fourteen) days from the date of issue of Order by IIT Madras, which shall be released 60 days after the successful completion of the warranty period after adjustment dues, if any without any interest.</p> <p>VII. In case of successful bidder, the EMD will be adjusted towards the Performance Security Deposit on request, subject to validity.</p> <p>VIII. The amount of EMD is liable to be forfeited, if the bidder withdraws from the offer after submission of the tender or after the acceptance of the offer and fails to remit the Performance Security Deposit.</p>
I	तकनीकी बोली पर मार्किंग / Marking on Technical Bid	<p>: i. The Bidder Eligibility Criteria Technical Specification of the item for this tender is given in Annexure A. The Bidders shall go through the bidder eligibility criteria, technical specification and submit the technical bid in the proforma given in Annexure B in the tender document along with the supporting documents.</p> <p>ii. The Technical bid should be submitted in pdf format only through online (e-tender). No manual submission of bid will be entertained.</p> <p>iii. The technical bid should have the page-wise heading as "Technical Bid" and page no. in all pages with seal and signature of authorized signatory. The total no. of pages should be mentioned at the last page of the documents.</p> <p>iv. The Technical Bid should be submitted in the Proforma given as per Annexure B.</p> <p>The technical bid should consist of</p> <p>a) Document proof for EMD payment.</p> <p>b) Technical Compliance sheet as per proforma given in Annexure -B</p> <p>c) Document proof for Bidder Eligibility Criteria, technical details along with catalogue / brochure and other technical terms and conditions.</p>
J	वित्तीय बोली पर मार्किंग / Marking on Financial Bid	<p>: Financial bid (BOQ) should be submitted in the prescribed format given in Annexure- C in xls format through e-tender only. No manual or other form of submission of Financial Bid will be entertained.</p>
निविदा के निबंधन व शर्तें TERMS AND CONDITIONS OF TENDER		
1	निविदा की तैयारी / Preparation of Tender:	<p>The bids should be submitted through online only in two bid system i.e. Technical Bid and Financial Bid separately.</p> <ul style="list-style-type: none"> The bidder has to submit the tender document duly signed on all pages by an authorized person and his / her full name and status shall be indicated below the signature along with official seal/stamp of the firm. Submission of wrong / forged information / document will be liable to legal action, and rejection of the bid submitted by the firm. The bids of the agency/firm/company not in possession of valid statutory license / registrations are liable for rejection.

	<ul style="list-style-type: none"> If any relative of the bidder is an employee of the IIT Madras, the name, designation and relationship of such employee shall be intimated to the Registrar, IIT Madras in writing while submitting the bid. No bidder will be allowed to withdraw / alter / modify the bid during the bid validity period.
2	<p>निविदा पर हस्ताक्षर / Signing of Tender:</p> <ul style="list-style-type: none"> The Tender is liable to be rejected if complete information is not given therein or if the particulars and date (if any) asked for in the schedule to the Tender are not fully filled in or not duly signed/authenticated. Specific attention is drawn to the delivery dates and terms and conditions enclosed herewith. Each page of the bids required to be signed and bears the official seal of the Bidders. If the bid is submitted by a firm in partnership, it shall be signed (with seal) by all the partners of the firm above their full typewritten names and current addresses or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed along with current addresses of all the partners of the firm shall also accompany the bid. If a limited company or a corporation makes the application, it shall be signed by a duly authorized person holding power of attorney for signing the application, in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation may be required to furnish satisfactory evidence of its existence. The bidder shall also furnish a copy of the Memorandum of Articles of association duly attested by a Notary Public.
3	<p>वह अवधि जिसके लिए ऑफर खुला रहेगा / Period for which the offer will remain open:</p> <ul style="list-style-type: none"> The Tender shall remain open for acceptance/validity till: 120 days from the date of opening of the tender. However, the day up to which the offer is to remain open being declared closed holiday for the Indian Institute of Technology Madras, the offer shall remain open for acceptance till the next working day.
4	<p>कीमत Prices:</p> <ul style="list-style-type: none"> The prices quoted should be Nett considering Training, Installation, Transportation, Packaging Charges, GST and other charges and all terms & conditions and as per the technical specification mentioned in Annexure A. All conditional tenders will be summarily rejected.
5	<p>भुगतान टीमें Payment terms : 95% payment on receipt of material at site at IIT-Madras and balance 5% after installation and commissioning against submission of the PBG.</p>
6	<p>सुपुर्दगी / Delivery: 6 – 8 months from the date of receipt of the PO.</p>
7	<p>वारंटी / Warranty: Two years onsite warranty (preventive and corrective).</p>
8	<p>Pre-Installation and Training:</p> <ul style="list-style-type: none"> Necessary pre-installation advice should be sent immediately after the placement of the order. Training should be given at Free of cost at site for a group of technical staff / students for operating the instrument / system should be provided.
9	<p>Installation and Commissioning Requirement: Technical Service Charges (TSC) for local support services for installation and commissioning of Liquid Nitrogen System to be provided locally at site.</p>
10	<p>Failure to comply with any of the instructions stated in this document or offering unsatisfactory explanations for non-compliance will likely to lead to rejection of offers.</p>
11	<p>स्वीकृति का अधिकार / Right of Acceptance: IIT Madras reserves the right to reject the whole or any part of the Tender without assigning any reason or to accept them in part or full.</p>
12	<p>Terms & Conditions: The offer should include complete Technical Specification. Failure to comply with any of the instructions stated in this document or offering unsatisfactory explanations for non-compliance will likely to lead to rejection of offers.</p>

13	स्वीकृति की सूचना/ Communication of Acceptance: Letter of Intimation and acceptance will be communicated by post /email to the successful bidder to the address indicated in the bid.
14	All information including selection and rejection of technical or financial bids of the prospective bidders will be communicated through CPP portal. In terms of Rule 173(iv) of General Financial Rule 2017, the bidder shall be at liberty to question the bidding conditions, bidding process and/or rejection of bids.
15	बोलीदाता को इस निविदा के साथ जमा करना होगा Bidder shall submit along with this Tender: Name and full address of the Banker and their swift code, PAN No. and GSTIN number.
16	क्षेत्राधिकार Jurisdiction: All questions, disputes, or differences arising under, out of or in connection with the contract, if concluded, shall be subject to the exclusive jurisdiction at the place from which the acceptance of Tender is issued.
17	<ul style="list-style-type: none"> The bidder shall certify that the tender document submitted by him / her are of the same replica of the tender document as published by IIT Madras and no corrections, additions and alterations made to the same. If any deviation found in the same at any stage and date, the bid / contract will be rejected / terminated and actions will be initiated as per the terms and conditions. The bidder should study the tender document, bidder eligibility criteria, and technical specification in detail as given in Annexure A before submitting the bid.
18	<p>बोलीदाता पात्रता मानदंड / BIDDER ELIGIBILITY CRITERIA:</p> <p>Bidder Eligibility Criteria:</p> <ol style="list-style-type: none"> The bidder shall not be from a country sharing land border with India and if the bidder is from a country sharing land border with India the bidder should have been registered with the competent authority as per orders of DIPP OM No. F. No. 6/18/2019-PPD dated 23rd July 2020, and MoCI Order No. P-45021/112/2020-PP (BE II) (E-43780) dated 24th August 2020. A declaration shall be submitted with the bid as per format given in Annexure – D. 'Class-I local suppliers' and 'Class-II local suppliers', as defined under DIPP, MoCI Order No.P45021/2/2017-PP (BE II) dated 16th September 2020 and other subsequent orders issued therein, shall be eligible to bid in this tender. Declaration for Class-I / Class-II local suppliers should be submitted in the prescribed proforma format as per Annexure-E. Neither the tender participating firm nor any of its partner has been debarred /involved / convicted in any criminal case / economic offence nor any criminal case / economic offence is pending against firm or any partner of the Firm before any Court of Law / Police. A self-declaration format given in Annexure – F. The bidder should be an Original Equipment Manufacturer (OEM) or authorized supplier of OEM. Necessary OEM certificate/OEM authorization letter for this particular tender should be submitted by the bidder as given in Annexure - G. Bidder should have office in India for providing technical support in time to handle all types of issues. (Proof such as valid rental agreement/GST Certificate/ Certificate of incorporation etc., should be submitted). Bidder should have technical experts / specialists to handle all types of issues. (Profile details of technical support to be submitted). The firm must have a cumulative financial turnover of at least Rs.504 Lakhs in the last three years i.e., 2021-2022, 2022-2023 & 2023-2024 and it should be duly certified by Chartered Accountant. The bidder should have experience in supplying similar equipment to the reputed Institutions (like IIT, NIT and Central/State University/Central Research Labs)/ R&D Units / Industries in India in the last five financial years (2019-20, 2020-21, 2021-22, 2022- 2023, 2023-24) as detailed below: <ul style="list-style-type: none"> i) One (1) supply of similar equipment costing not less than Rs.504 Lakhs <p style="text-align: center;">(Or)</p>

	<p>ii) Two (2) supplies of similar equipment each costing not less than Rs.378 Lakhs (Or)</p> <p>iii) Three (3) supplies of similar equipment each costing not less than Rs.252 Lakhs. Copies of the documents listed below should be submitted as a proof for the above supply:</p> <p>a. Purchase Order b. Work Completion Certificates with Performance</p> <p>9. The OEM must have capability for uninterrupted supply of spares, accessories for a period of 15 years from the date of acceptance to avoid any operational problem due to obsolesce or / any other reasons. The period of availability of spares may be clearly stated (A self-declaration format given in Annexure – H).</p> <p>10. The firm should be in business for atleast 10 years in providing similar equipment in India to the reputed institutions like IIT, NIT, Central / State University, Central Research Labs, R&D Units, Industries in India. (A self-declaration format given in Annexure-I)</p>
19	<p>बोलियों की संख्या और उनका प्रस्तुतीकरण Number of Bids and their Submission:</p> <p>Bids should be submitted CPP portal. Two bid system should be followed as detailed below:</p> <p>Bid I Technical Bid</p> <ul style="list-style-type: none"> The bidder should go through the Bidder Eligibility Criteria and Technical Specification given in Annexure-A of the tender document, understand the requirement of IITM and submit their technical bid along with all relevant document proof in the proforma given in Annexure–B. Any tender documents without these shall be invalid and rejected. The technical bid should consist of proof of EMD transfer, Bidder Eligibility Criteria, Technical specification and compliance sheet (proforma given in Annexure – B) along with all relevant documents proof. <p>Bid II Financial Bid</p> <p>The financial bid should be submitted as per the proforma (Annexure C). The Quoted price should be for supply, installation, Packing, delivery charges, loading and unloading of the item and inclusive of all cost at IIT Madras.</p>
20	<p>बोलियों का मूल्यांकन Evaluation of Bids: Bid Evaluation will take place in two stages.</p> <p>Bid Evaluation will take place in two stages.</p> <p>Stage I: Technical Bid evaluation:</p> <ol style="list-style-type: none"> The Bidder will be evaluated first for conformity with Bidder Eligibility Criteria and those bidder who have complied with this criteria will alone be evaluated further. The Technical Specification offered by the bidder will be evaluated for Technical compliance. Only those bidder who have fully complied with Bidder Eligibility Criteria and Technical Specification will be considered for financial bid evaluation. <p>Stage II: Financial Bid Evaluation:</p> <ol style="list-style-type: none"> The Lowest financial bid among those who have qualified in the Technical bid will be declared as successful bidder (L1) and the order will be awarded to successful bidder (L1). Price quoted by the bidder in financial bid (BoQ) for Sl. No. 1 viz. "Supply, Installation and Commissioning of Liquid Nitrogen Generation System (Nitrogen Liquefier) along with Technical Service Charges (TSC) if any" will alone be taken up for arrival of lowest bid (L1) values. Sl. No. 2 OPTIONAL a) extended warranty, b) AMC with spares, c) AMC without Spares and d) additional AMC will not be considered for financial bid evaluation.

21	<p>सफल बोलीदाता का चयन और आदेश प्रदान करना Selection of successful bidder and Award of Order: The order will be directly awarded to the technically qualified bidder as per the condition in para 3A of DIPP, MoCI Order No. 45021/2/2017-PP (BE II) dated 16th September 2020 and other subsequent orders issued therein.</p>
22	<p>The bidders will not be entertained to participate in opening of Bids. Since the tender is e-tender, the opening of the bids may be checked using the respective logins of the bidders.</p>
23	<p>The pre-bid meetings will be conducted through online. Bidders can submit their queries and doubts to the email id: adstores@iitm.ac.in till the date of the online pre-bid meeting 29.01.2025 @ 04.00 p.m clarification to the queries and doubts raised by the bidders will be issued as a corrigendum/addendum in the e-tenders portal and Institute Website (tenders.iitm.ac.in). For the bidders, submitting bids on downloaded tender document, it is 'bidders' responsibility to check for any amendment/corrigendum on the website of IIT Madras or check for the same CPP Portal before submitting their duly completed bids. After the pre-bid meeting, queries/clarification if any will not be considered.</p>
24	<p>In accordance to the Rule 173 of GFR, 2017 and relevant provisions thereof in Procurement Manuals, 2022, IITM reserves the right to carry out the negotiation process through its purchase / technical committee with L1/H1 (as applicable) bidder to ensure price reasonability before final recommendation to the Competent Authority. The negotiation details, if any, on case to case basis shall be recorded in minutes of meetings suitably for records.</p>
25	<p>अखंडा संनि घोषणा /INTEGRITY PACT ADOPTION:</p> <ul style="list-style-type: none"> • It is hereby declared that IIT Madras is committed to follow the principle of transparency, equality and competitive in public procurement. The subject tender is an invitation of offer made on the conditions that the Bidder will sign the Integrity Agreement, which is an Integral part of tender /bid document. This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the IIT Madras • IIT Madras has adopted and implemented Integrity Pact in respect of Procurement transactions/Contracts. In this regard, the bidders are required to submit the filled in format given in Annexure (J) along with the tender submission. The Integrity Pact agreement (Format in Annexure – K) have to be signed by the successful tenderer and IIT Madras before commencement of the execution of purchase order. Non-submission of duly signed Integrity Pact may lead to rejection/disqualification as deemed fit, subject to the decision of the Competent Authority. • The details of IEM's is published in IITM tender website https://tenders.iitm.ac.in/

-Sd/-
Assistant Registrar
Stores & Purchase

ACKNOWLEDGEMENT

It is hereby acknowledged that I/We have gone through all the points listed under **"Specifications, Terms and Conditions and Scope of Work"** of tender document, the same is abided and agreed to be executed. In case, if any of the information furnished by me/us is found false, I/We are fully aware that the tender /contract will be rejected / cancelled by IIT Madras and EMD shall be forfeited.

**Signature of the Bidder
Name & Address of the
Bidder with Office Stamp**

SCHEDULE OF TENDER
“Supply, Installation and Commissioning of Liquid Nitrogen Generation System
(Nitrogen Liquefier) at IIT Madras”
Tender No. IITM/SPS/Nitrogen Liquefier/026/2024-25/SPL

Name of Organization	Indian Institute of Technology Madras
Tender Type (Open/Limited/EOI/Auction/Single)	OPEN
Tender Category (Services/Goods/Works)	Goods
Type/Form of Contract (Work/Supply/Auction/ Service/ Buy/ Empanelment/ Sell)	Supply
Name of the Supply	“Supply, Installation and Commissioning of Liquid Nitrogen Generation System (Nitrogen Liquefier) at IIT Madras”
Source of Fund (Institute/Project)	IIT Madras
Is Multi Currency Allowed	Yes
Date of Issue/Publishing	27.01.2025
Document Download Start Date	27.01.2025
Document Download End Date	17.02.2025
Prebid Meeting via Google Meet	30.01.2025 @ 03.00 p.m.
Bid Submission Start Date	07.02.2025 @ 02.00 pm
Last Date and Time for Uploading of Bids	17.02.2025 @ 02.00 p.m.
Date and Time of Tender Opening	18.02.2025@ 03.00 p.m.
No. of Covers (1/2/3/4)	2
Bid Validity days (180/120/90/60/30)	120 Days
Address for Communication	<p><u>For Technical Queries:</u> Dr. K. Sethupathi Professor Department of Physics, IIT Madras Chennai 600036 Phone: 044-22574875 (Office) / 6875 (Home) Email: ksethu@iitm.ac.in/ ksethuitm@gmail.com</p> <p><u>For General Queries:</u> The Assistant Registrar Stores & Purchase Section IIT Madras Chennai – 600 036 Email: adstores@iitm.ac.in. For Queries contact : 044- 2257 8287/8288</p>

SCOPE OF WORK

1. Service Facility and down-time Call Attendance:

Supplier should clearly mention about their service set up in India for prompt service support. Direct service support from the company in India is must. The manufacturer and / or their Indian representative must have qualified and factory trained service engineer in India to be able to attend to service at IITM within a reasonable time on submitting a complaint. During the warranty period, only factory trained and certified engineers are acceptable to attend the service.

2. Space Consumption:

The system should be well integrated and the vender should mention the total space required for the installation of the liquefier including all accessories. This should be technical drawing of the space utilization.

Tender No. IITM/SPS/Nitrogen Liquefier/026/2024-25/SPL
“Supply, Installation and Commissioning of Liquid Nitrogen Generation System
(Nitrogen Liquefier) at IIT Madras

बोलीदाता पात्रता मानदंड **Bidder Eligibility Criteria:**
Bidder Eligibility Criteria:

1. The bidder shall not be from a country sharing land border with India and if the bidder is from a country sharing land border with India the bidder should have been registered with the competent authority as per orders of DIPP OM No. F. No. 6/18/2019-PPD dated 23rd July 2020, and MoCI Order No. P-45021/112/2020-PP (BE II) (E-43780) dated 24th August 2020. A declaration shall be submitted with the bid as per format given in **Annexure – D**.
2. ‘Class-I local suppliers’ and ‘Class-II local suppliers’, as defined under DIPP, MoCI Order No.P45021/2/2017-PP (BE II) dated 16th September 2020 and other subsequent orders issued therein, shall be eligible to bid in this tender. Declaration for Class-I / Class-II local suppliers should be submitted in the prescribed proforma format as per **Annexure-E**.
3. Neither the tender participating firm nor any of its partner has been debarred /involved / convicted in any criminal case / economic offence nor any criminal case / economic offence is pending against firm or any partner of the Firm before any Court of Law / Police. A self-declaration format given in **Annexure – F**.
4. The bidder should be an Original Equipment Manufacturer (OEM) or authorized supplier of OEM. Necessary OEM certificate/OEM authorization letter for this particular tender should be submitted by the bidder as given in **Annexure - G**.
5. Bidder should have office in India for providing technical support in time to handle all types of issues. (Proof such as valid rental agreement/GST Certificate/ Certificate of incorporation etc., should be submitted).
11. Bidder should have technical experts / specialists to handle all types of issues. (Profile details of technical support to be submitted).
7. The firm must have a cumulative financial turnover of at least Rs.504 Lakhs in the last three years i.e., 2021-2022, 2022-2023 & 2023-2024 and it should be duly certified by Chartered Accountant.
8. The bidder should have experience in supplying similar equipment to the reputed Institutions (like IIT, NIT and Central/State University/Central Research Labs)/ R&D Units / Industries in India in the last five financial years (2019-20, 2020-21, 2021-22, 2022-2023, 2023-24) as detailed below:
 - i) One (1) supply of similar equipment costing not less than Rs.504 Lakhs
(Or)
 - ii) Two (2) supplies of similar equipment each costing not less than Rs.378 Lakhs
(Or)
 - iii) Three (3) supplies of similar equipment each costing not less than Rs.252 Lakhs.Copies of the documents listed below should be submitted as a proof for the above supply:
 - a. Purchase Order
 - b. Work Completion Certificates with Performance
9. The OEM must have capability for uninterrupted supply of spares, accessories for a period of 15 years from the date of acceptance to avoid any operational problem due to obsolescence or / any other reasons. The period of availability of spares may be clearly stated (A self-declaration format given in **Annexure – H**).
10. The firm should be in business for atleast 10 years in providing similar equipment in India to the reputed institutions like IIT, NIT, Central / State University, Central Research Labs, R&D Units, Industries in India. (A self-declaration format given in **Annexure-I**)

TECHNICAL SPECIFICATION OF NITROGEN LIQUEFIER

Tender No. IITM/SPS/Nitrogen Liquefier/026/2024-25/SPL "Supply, Installation and Commissioning of Liquid Nitrogen Generation System (Nitrogen Liquefier) at IIT Madras

Sl.No	Technical Specification	
1	Production Capacity	At least 40 usable liters / hour at the atmospheric Pressure
2	Purity	99% or better at 1 bar
3	Storage Vessel Pressure	In the range 0.3 to 5 bar
4	Storage capacity	At least 2000 liters. With level, pressure sensors and display and more than one port for connecting vacuum jacketed delivery / transfer lines. Storage vessel should also be fitted with all standard safety and required accessories.
5	Start-up Time	Should be less than 15 minutes for cold start-up.
6	Restart after power failure	The liquefier should be auto-restart enabled after power failure.
7	Power Consumption	Power Consumption of all accessories with break up must be provided.
8	External Cooling Water supply	Type of compressor whether air / water cooled must be stated. If water cooled, then the water chiller unit specifications must be provided.
9	Operation and Control	The liquefier should have PLC controlled operation and should be fully automatic post start up. It should have remote monitoring and parameter recording features with appropriate display of all parameters. The liquefier should be in standby mode once the storage tank is full and it should re-start automatically within 15 minutes or less when the liquid nitrogen level goes down to the level sensor
10	Nitrogen Gas Separation	Should be Cryogenic Distillation / Cryo-generation / warm-gas separation through efficient PSA system.
11	Nitrogen Liquefaction	By high CoP thermodynamic cycle or High speed cryogenic expander technology.
12	Nominal Operating Conditions	Temperature 5 - 45° C, RH 20-95%, Voltage (3 ph): 415 V ± 5%, Frequency: 50Hz ± 2%.
13	Noise Level	Should be minimum and the max level in dBA units must be provided
14	Accessories and spare parts	Bidder must provide the tools set and consumables for liquefier servicing and repairs for 0 - 12000 hr of operation or 2 years from supply whichever is earlier. Two sets of complete user manuals and service manuals in English (hard copy and soft copy) Flexible cryogen transfer siphon with handle and vacuum seal off valve for storage vessel etc. must be included in the offer. Must ensure complete installation and onsite training of the operators. Bidder must also include major maintenance kit or spares required for 12000 - 24000 hrs of operation as optional accessories.
15	Liquefier Lay-out and Schematic Diagram	<ul style="list-style-type: none"> i. Standard Layout of the LN₂ System to be provided by the supplier. ii. The details of required power supply and other statutory requirements will form part of the Technical Bid.

		iii. Firm should share the schematic diagram along with the technical bid.
16	Assembly and Testing:	Should be factory assembled and rigorously tested. All accessories should be OEM approved.
17	If the bidder is an authorized supplier of the OEM he/she should be Gold/Silver/Premier or Equivalent Certified partner of OEM (Necessary document proof should be attached).	

	<p>iii) Three (3) supplies of similar equipment each costing not less than Rs.252 Lakhs.</p> <p>Copies of the documents listed below should be submitted as a proof for the above supply:</p> <p>a. Purchase Order</p> <p>b. Work Completion Certificates with Performance</p>		
9.	<p>The OEM must have capability for uninterrupted supply of spares, accessories for a period of 15 years from the date of acceptance to avoid any operational problem due to obsolesce or / any other reasons. The period of availability of spares may be clearly stated (A self-declaration format given in Annexure – H).</p>		
10.	<p>The firm should be in business for atleast 10 years in providing similar equipment in India to the reputed institutions like IIT, NIT, Central / State University, Central Research Labs, R&D Units, Industries in India. (A self-declaration format given in Annexure-I)</p>		

TECHNICAL SPECIFICATION OF NITROGEN LIQUEFIER

Sl.No	Technical Specification		Compliance (Yes / NO)	Reference
1	Production Capacity	At least 40 usable liters / hour at the atmospheric Pressure		
2	Purity	99% or better at 1 bar		
3	Storage Vessel Pressure	In the range 0.3 to 5 bar		
4	Storage capacity	At least 2000 liters. With level, pressure sensors and display and more than one port for connecting vacuum jacketed delivery / transfer lines. Storage vessel should also be fitted with all standard safety and required accessories.		
5	Start-up Time	Should be less than 15 minutes for cold start-up.		
6	Restart after power failure	The liquefier should be auto-restart enabled after power failure.		
7	Power Consumption	Power Consumption of all accessories with break up must be provided.		
8	External Cooling Water supply	Type of compressor whether air / water cooled must be stated. If water cooled, then the water chiller unit specifications must be provided.		
9	Operation and Control	The liquefier should have PLC controlled operation and should be fully automatic post start up. It should have remote monitoring and parameter recording features with appropriate display of all parameters. The liquefier should be in standby mode once the storage tank is full and it should restart automatically within 15 minutes or less when the liquid nitrogen level goes down to the level sensor		
10	Nitrogen Gas Separation	Should be Cryogenic Distillation / Cryo-generation / warm-gas separation through efficient PSA system.		
11	Nitrogen Liquefaction	By high CoP thermodynamic cycle or High speed cryogenic expander technology.		
12	Nominal Operating Conditions	Temperature 5 - 45° C, RH 20-95%, Voltage (3 ph): 415 V ± 5%, Frequency: 50Hz ± 2%.		
13	Noise Level	Should be minimum and the max level in dBA units must be provided		
14	Accessories and spare parts	Bidder must provide the tools set and consumables for liquefier servicing and		

		<p>repairs for 0 - 12000 hr of operation or 2 years from supply whichever is earlier.</p> <p>Two sets of complete user manuals and service manuals in English (hard copy and soft copy)</p> <p>Flexible cryogen transfer siphon with handle and vacuum seal off valve for storage vessel etc. must be included in the offer.</p> <p>Must ensure complete installation and onsite training of the operators.</p> <p>Bidder must also include major maintenance kit or spares required for 12000 - 24000 hrs of operation as optional accessories.</p>		
15	Liquefier Lay-out and Schematic Diagram	<p>i. Standard Layout of the LN₂ System to be provided by the supplier.</p> <p>ii. The details of required power supply and other statutory requirements will form part of the Technical Bid.</p> <p>iii. Firm should share the schematic diagram along with the technical bid.</p>		
16	Assembly and Testing:	Should be factory assembled and rigorously tested. All accessories should be OEM approved.		
17	If the bidder is an authorized supplier of the OEM he/she should be Gold/Silver/Premier or Equivalent Certified partner of OEM (Necessary document proof should be attached).			

*** Reference page number is mandatory and should be mentioned in the technical compliance along with URL, website, catalogue without which the bid will not be considered for evaluation.**

**SIGNATURE OF TENDERER ALONG WITH
SEAL OF THE COMPANY WITH DATE**

PROFORMA FOR FINANCIAL BID (BoQ)

Tender No. IITM/SPS/Nitrogen Liquefier/026/2024-25/SPL
“Supply, Installation and Commissioning of Liquid Nitrogen Generation System
(Nitrogen Liquefier) at IIT Madras”

Sl. No.	Item Description	Unit	Qty	Rate Per Unit	Total Cost (without GST) (A)	GST (in %) (B)	Total value incl. of GST
1	Supply, Installation and Commissioning of Liquid Nitrogen Generation System (Nitrogen Liquefier) along with Technical Service Charges (TSC) if any, as per technical specification in Annexure-A	No.	1			ENTER AND SUBMIT THE FINANCIAL BID IN THE CPP (e-PROCUREMENT POTAL)	
2	OPTIONAL						
a)	Extended Warranty of the equipment for a period of 3 years after the standard warranty						
	3 rd Year						
	4 th Year						
	5 th Year						
b)	AMC with spare for the equipment for a period of 3 years after completion of 2 years standard warranty						
	3 rd Year						
	4 th Year						
	5 th Year						
c)	AMC without spare for the equipment for a period of 3 years after completion of 2 years standard warranty						
	3 rd Year						
	4 th Year						
	5 th Year						
d)	Additional AMC						
	6 th Year						
	7 th Year						
	8 th Year						
	TOTAL COST INCLUSIVE OF ALL						

Note:

- **The prices quoted by the bidder should be inclusive of Training, Installation, Commissioning, Transportation, GST and other charges.**
- Price quoted by the bidder in financial bid (BoQ) for Sl. No. 1 viz. “Supply, Installation and Commissioning of Liquid Nitrogen Generation System (Nitrogen Liquefier) along with Technical Service Charges (TSC) if any” will alone be taken up for arrival of lowest bid (L1) values. **Sl. No. 2 OPTIONAL** a) extended warranty, b) AMC with spares, c) AMC without Spares and d) additional AMC will not be considered for financial bid evaluation.

**SIGNATURE OF BIDDER ALONG WITH
SEAL OF THE COMPANY WITH DATE**

(To be given on the letter head of the bidder)

Tender No. IITM/SPS/Nitrogen Liquefier/026/2024-25/SPL

Dated: _____

CERTIFICATE

(Bidder from India)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that I am not from such a country.

OR

(Bidder from Country which shares a land border with India)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that I am from _____ (Name of Country) and have registered with the Competent Authority. I also certify that I fulfil all the requirements in this regard and am eligible to be considered. *(Copy/ evidence of valid registration by the Competent Authority is to be attached)*

Place:

Date:

**Signature of the Bidder
Name & Address of the Bidder
with Office Stamp**

FORMAT FOR AFFIDAVIT OF SELF-CERTIFICATION UNDER PUBLICPROCUREMENT POLICY (PREFERENCE TO MAKE IN INDIA) 2017

Tender No. IITM/SPS/Nitrogen Liquefier/026/2024-25/SPL

Name of the item: "Supply, Installation and Commissioning of Liquid Nitrogen Generation System (Nitrogen Liquefier) at IIT Madras"

Date: _____

I/We _____ S/o, D/o, W/o, _____
Resident of _____

Hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Policy vide GoI Order no. P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019and 04.06.2020) MOCI order No. 45021/2/2017-PP (BE II) Dt.16th September 2020 & P- 45021/102/2019-BE-II-Part (1) (E-50310) Dt.4th March 2021 and any subsequent modifications/Amendments, if any and

That the local content for all inputs which constitute the said item/service/work has been verified by me and I am responsible for the correctness of the claims made therein.

Tick (✓) and Fill the Appropriate Category	
<input type="checkbox"/>	I/We _____ [name of the supplier] hereby confirm in respect of quoted items that Local Content is equal to or more than 50% and come under "Class-I Local Supplier" category.
<input type="checkbox"/>	I/We _____ [name of the supplier] hereby confirm in respect of quoted items that Local Content is equal to 20% but less than 50% and come under "Class-II Local Supplier" category.

The details of the location (s) at which the local value addition is made and the proportionate value of local content in percentage

Percentage of Local content : _____ %**

Location at which value addition done :

For and on behalf of (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

[Note: In case of procurement for a value in excess of Rs. 10 Crores, the bidder shall provide this certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.]

This letter should be on the letterhead of the quoting firm and should be signed by a competent authority.

*** Services such as transportation, insurance, installation, commissioning, and training and after sales service support like AMC/CMC cannot be claimed as local value addition*

(To be given on the letter head of the bidder)

Self-Declaration that the Service Provider has not been Debarred

I S/o.....
R/o police station District
..... Director / Partner/ sole proprietor (Strike out whichever is not
applicable) of (Firm or
Company) do hereby declare and solemnly affirm:

- I. That the Firm has not been Debarred or declared insolvent by any of the Union or State Government / Organization.
- II. That none of the individual / firm / Company Debarred or any partners or shareholder thereof has any connection directly or indirectly with or has any subsistence interest in the deponent business / firm company.
- III. That neither the Firm nor any of its partner has been involved / convicted in any criminal case / economic offence nor any criminal case / economic offence is pending against firm or any partner of the Firm before any Court of Law / Police.

Place:
Date:

Signature of the Bidder
Name & Address of the Bidder
With Office Stamp

OEM CERTIFICATION FORM

(In Original Letter Head of OEM)

Tender No:Dated:

We are Original Equipment Manufacturers (OEM) of
(Name of the company) Ms..... (Name of
the bidder) is one of our Distributors/Dealers/Resellers/Partners (tick one) for the
..... and is participating in the above mentioned
tender by offering our product model..... (Name of the
product with model number). Is authorized
to bid, sell and provide service support warranty for our product as mentioned above.
Please mention Country of Origin

Name and Signature of the authorized
Signatory of OEM along with
Seal of the company with Date

Tender No. IITM/SPS/Nitrogen Liquefier/026/2024-25/SPL
"Supply, Installation and Commissioning of Liquid Nitrogen Generation System
(Nitrogen Liquefier) at IIT Madras

(To be given on the letter head of the bidder)

I/We _____ (OEM) hereby declare that, I/We have capability for uninterrupted supply of spares, accessories for a period of 15 years from the date of acceptance to avoid any operational problem due to obsolesce or / any other reasons.

The period of availability of spares is _____ (period may be specified).

Place:

Date:

Signature of the Bidder

Name & Address of the Bidder
With Office Stamp

DETAILS OF EXPERIENCE

Sl. No.	Name, Make and model of the item supplied	Name of the Organization to which supply was made	Quantity Supplied	Year of Supply	Billing Amount	Name and contact details of the Officer in-charge at the Client Organization with contact number

Certified that the above furnished information is true and correct. IIT Madras is permitted to verify the above details from any of the client listed above.

Place:

Date:

**Signature of the Bidder
Name & Address of the Bidder
With Office Stamp**

INTEGRITY PACT DECLARATION

To

The Assistant Registrar (S&P)
Indian Institute of Technology Madras
Chennai – 600 036

Sub: Submission of Tender for Tender No.IITM/SPS/Nitrogen Liquefier/00/2024-25/SPL

Dear Sir.

I/We acknowledge that IIT MADRAS is committed to follow the principles thereof as enumerated in the Integrity Agreement.

I/We agree that the Tender is an invitation to offer made on the condition that I/We will sign the Integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process.

I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT. I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by IIT MADRAS.

I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the Integrity Agreement to be entered.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, IIT MADRAS shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder with Seal)

INTEGRITY PACT

To be signed by the bidder and same signatory competent/authorized to sign the relevant contract on behalf of IT MADRAS

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20

BETWEEN

President of India represented through Assistant Registrar, IIT Madras

.....,
(Hereinafter referred as the 'Principal/Owner, (Address of Division) 'Principal/Owner, which shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

_____ (here-in-after referred to as "The Bidder/Contractor")

(Principal and the Bidder/Contractor are here-in-after are referred to individually as "Party" or collectively as "Parties").

PREAMBLE

The Principal intends to award under laid down organizational procedures, contract/s for _____. The Principal values full compliance with all relevant laws of land rules, regulations, and economic use of resources and of fairness/transparency in its relations with its Bidder (s) and/or Contractor (s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1-Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles: -
 - i. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or for a third person, any material or immaterial benefit which the person is not legally entitled to.
 - ii. The Principal will, during the tender process treat all Bidder(s) with equity and reasons. The Principal 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.

- iii. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal 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 (PC Act), or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

Section 2 Commitments of the Bidder (s) Contractor(s)

1. The Bidder (s) / Contractor (s) commits themselves to take all measures necessary to prevent corruption. The Bidder (s)/Contractor (s) commits themselves to observe the following principles during participation in the tender process and during the contract execution:
 - i) The Bidder (s)/Contractor (s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the 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.
 - ii) The Bidder (s) / Contractor (s) will not enter with other Bidder 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 action to restrict competitiveness or to introduce cartelization in the bidding process.
 - iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - iv) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
 - v) The Bidder (s) / Contractor (s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, broker or any other intermediaries in connection with the award of the contract.
 - vi) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/ Contractor(s) shall not instigate third person to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder (s) / Contractor (s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s)/Contractor (s) from the tender process or take action as per provisions of **"Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"**.

Section 4-Compensation for Damages

1. If the Principal has disqualified the Bidder (s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equal to the Contract Value or the amount equivalent to Performance Bank Guarantee.

Section 5-Previous transgression

1. The Bidder declares that no previous transgression occurred in the last three years, with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise 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 actions can be taken as per provisions of **"Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"**

Section 6- Equal treatment to all Bidder/Contractors/Subcontractors

1. In case of Sub-Contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
2. The Principal will enter into agreements with identical conditions as this one with all Bidder and Contractors.
3. The Principal will disqualify from the tender process all bidder who do not sign this Pact or violate its provisions.

Section 7-Criminal charges against violating Bidder (s) /

Contractor (s)/Sub-contractor (s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which Constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8-Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidder/ Contractors as confidential. He/she reports to IIT MADRAS.
3. The Bidder (s)/ Contractor (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Competent Authority of IIT MADRAS within 10 days as far as possible from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Competent Authority of IIT MADRAS, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Registrar, IIT MADRAS has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. The word 'Monitor' would include both singular and plural.
9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

Section 9-Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 Months after the last payment under the respective contract, and for all other Bidder 6 months after the contract has been awarded. Any violation to the same would entail disqualification of the bidder and exclusion from future business dealing.

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

Section 10-Other provisions

1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, who has floated the Tender.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor/Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several of the provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions in such a case.
5. Issues like warranty/guarantee, etc, shall be outside the purview of IEMs.
6. 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.

Section 11-Legal and Prior Rights

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

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

For and on behalf of Principal/Owner)

WITNESSES:

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

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

Place:

Dated: