

भारतीय प्रौद्योगिकी संस्थान गांधीनगर
INDIAN INSTITUTE OF TECHNOLOGY GANDHINAGAR

पालज, गांधीनगर – 382 055
PALAJ, GANDHINAGAR- 382 055
E-mail: purchase@iitgn.ac.in



खुली निविदा पूछताछ (दो बोलियां)
OPEN TENDER ENQUIRY (TWO BIDS)

Tender No. IITGN/ANRF/PH/EQP/2026-27/020G

सामग्री प्रबंधन अनुभाग
Materials Management Section

**Tender Document for Procurement of
MoCVD**

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First Floor, Room No. 203, Academic Block no. 3,
Palaj, Gandhinagar - 382 055, India
Email id – purchase@iitgn.ac.in

Tender No.: IITGN/ANRF/PH/EQP/2026-27/020G

Date: 29/04/2026

NOTICE INVITING TENDER

IIT Gandhinagar invites online bids in single stage two bid systems under OPEN TENDER ENQUIRY (OTE) from Original Equipment Manufacturer (OEM) /Authorized distributors/Authorized dealer of the following item.

Item Name	Quantity	Category of Suppliers
MoCVD	1 Nos.	1. Class I local Supplier – has local content equal to or more than 50%. 2. Class II local Supplier – has local content equal to or more than 20% but less than 50%.

Tender Schedule (DATE SHEET)

Tender Publishing Date and Time	29/04/2026 and 05:00 PM
Bid Document Download Start Date and Time	29/04/2026 and 05:00 PM
Clarification Start Date and Time	29/04/2026 and 05:00 PM
Bid Submission Start Date and Time	29/04/2026 and 05:00 PM
Clarification End Date and Time	06/05/2026 and 05:00 PM
Bid Submission End Date and Time	20/05/2026 and 05:00 PM
Technical Bid Opening Date and Time	21/05/2026 and 05:00 PM

Bidding Instructions for E-procurement (CPPP):

1. The Tender Document can be downloaded from Central Public Procurement (CPP) Portal <https://eprocure.gov.in/epublish/app> OR Institute website- www.iitgn.ac.in (for reference only).
2. Bids shall be submitted online only at CPPP website. Bidders are advised to follow the instructions available on CPPP website at "Instructions to Bidder for Online Bid Submission". Manual/Offline bids shall not be accepted.

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3. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. The tender documents are to be submitted in two parts as 'Technical offer' and 'Financial offer (BOQ)'.
4. Downloaded Tender document from Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> shall not be tampered/ modified by the bidder including downloaded 'Financial Offer' template in any manner. In case if the same found tampered/modified in any manner, tender will be completely rejected and EMD shall be forfeited and Bidder is liable to be banned from doing business with IIT Gandhinagar.
5. Intending bidders are advised to visit CPPP website regularly till conclusion of tender for any updates including 'Corrigendum, Addendum, Amendment, etc.'
6. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the IITGN on -

Phone No.: 079-23952058
E-Mail: purchase@iitgn.ac.in.

Part (A)

(I) Pre – Qualification Criteria/ पूर्व-योग्यता मानदंड:

1. **Authorization:** The bidder(s) should be the manufacturer / authorized dealer. 'Letter of Authorization' from Original Equipment Manufacturer (OEM)/Principal on the same and specific to this tender should be submitted along with technical offer.
2. In this tender, either the agent on behalf of the Principal/Original Equipment Manufacturer (OEM) or Principal / OEM itself can bid but **both cannot bid simultaneously** for the same item. In case both OEM and its Authorized agent/distributor quote against tender, offer of only OEM shall be considered.
3. If an agent submits bid on behalf of the Principal/Original Equipment Manufacturer (OEM), the **same agent shall not submit a bid on behalf of another Principal/OEM in this tender.**
4. **Undertaking:** An undertaking from the Original Equipment Manufacturer (OEM) is required to be submitted stating that they would facilitate the bidder on a regular basis with technology/product updates and extend support for the warranty period as well, as per **Annexure-VI.**
5. As per the directives of Indian Government, preference will be provided to the Class I and Class II Local Suppliers/ MII products. Please refer **point 13 of General Terms and Conditions for more details.**
6. Not more than one tender shall be submitted by one bidder or bidders having business relationships. Under no circumstance, any blood relatives or other close relations who have business relationships with one another (i.e. when one or more partner(s), director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection and legal consequences.

Note – The bid which does not comply with pre-qualification criteria will not be considered for further evaluation.

(II) General Terms and Conditions/ सामान्य नियम और शर्तें:

1. The technical and financial offer should be given for the items in the same order as indicated in the tender document.
2. The required quantity of the cited item/equipment(s) may vary as per demand of the institute at the time of placing order.
3. The bidder must be able to provide the product/items within specified time period as prescribed in the Purchase Order, failing which the EMD may be forfeited and attract late delivery penalty. Furthermore, on completion of the stipulated time period, Purchase Order may be cancelled and award may be given to another qualified bidder with the negotiated terms & conditions.
4. GST and other taxes will be applicable as per government norms time to time.

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5. In the event of any dispute or difference(s) between the vendee i.e. IIT Gandhinagar and the bidder(s) arising out of non-supply of material or supplies not found according to the specifications or any other cause whatsoever relating to the supply or purchase order before or after the supply has been executed, shall be referred to the concerned authority of IIT Gandhinagar who may decide the matter or may appoint arbitrator(s) under the arbitration and conciliation Act 1996. The decision of the arbitrator shall be final and binding on both the parties.
6. The language to be used in arbitral proceedings shall be English only.
7. All disputes shall be subject to Gandhinagar, Gujarat Jurisdiction only.
8. IIT Gandhinagar reserves the rights to accept/reject any offer in full or in part or accept any offer other than the lowest offer without assigning any reason thereof. Any offer containing incorrect and incomplete information shall be liable for rejection.
9. Any effort by a bidder to influence IITGN's tender evaluation, tender comparison or contract/order award decisions may result in the rejection of the bidder's tender and forfeiture of the bidder's EMD.
10. After opening of bids, information relating to the examination, clarification, evaluation and comparisons of bids and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.
11. The online tender/bid (i.e. technical offer) will be opened as per the details provided in the "Tender Schedule (Date Sheet)" of this tender document. The venue of the opening of online technical bid will be IIT Gandhinagar. For any latest update, the bidder is advised to keep referring CPPP website. No separate information related to the above shall be given to individual bidders.
 - a. Only those financial offers will be opened whose technical offers are found suitable by the expert panel/committee appointed for the concerned item/equipment(s). The respective dates for opening of financial offer shall be notified on E-procurement (CPPP) site.
 - b. The tender committee reserves its right to select or reject any or all of the item/equipment(s) mentioned at **Annexure – I** without assigning any reasons.
12. In case the bidder requires any elucidation regarding the tender document, they are requested to contact to the Joint Registrar (Materials Management) through e-mail only, to '*purchase@iitgn.ac.in*' **on or before 7 days of publishing the bid and must mention the Tender no. in the email as subject, otherwise the email communication may not be considered. Any request to amend the technical specification or delivery terms will not be entertained.**
13. **Preference to local supplier**

Preference will be given to the local supplier/Make in India products in accordance with the terms and condition of order of Ministry of Commerce and Industry, Government of India (Order 2017 P-45021/2/2017-pp (BE II) dated 04.06.2020 and its subsequent amendments. It is the sole responsibility of the bidder(s) to specify the product quoted by them is of Make in India product along with respective documentary evidence as stipulated in the aforesaid order in the technical bid itself. Please ensure to fill enclosed '**Form E**' in this regard.

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14. Online payment of **Rs. 1,500/- (Rupees One Thousand Five Hundred Only)** towards non-refundable tender fee and **Rs. 1,22,000/- (Rupees One Lakh Twenty Two Thousand Only)** towards refundable EMD. Details for online payment are as follows.

Details for online payment are as follows:

Beneficiary name: IIT Gandhinagar Project and Consultancy Account
Bank Name: Canara Bank
Account no: 1414132000011
IFSC Code: CNRB0005159
Branch address: Campus of IITGN, Palaj, Gandhinagar, Gujarat 382055

- a) The details of online transfer must be provided in '**Form A**' available with this document.
- b) **Valid MSE Certificate(s) will be accepted for relaxation of EMD and tender fee.** Presently EMD/Tender Fee exemptions are applicable to only Micro and Small Industries. In view of the above, if the bidder will claim for EMD/Tender Fee exemptions, the bidder should meet all the criteria for Micro and Small Industries. The bidder must have to submit the supporting documents like NSIC registration certificate, MSE registration certificate issued by competent government bodies to become eligible for the tender fee/EMD exemptions. **The certificates of the bidder (MSE) shall cover the items tendered to get EMD/Tender Fee exemptions.** NSIC certificate shall be valid as on due date/extended due date of the tender. This is not applicable for non NSIC units.

Note – In case the bid is submitted as an **Indian arm/agent of a foreign bidder** and the eligibility criteria conditions were met through foreign company, then the **EMD exemption cannot be claimed under the MSE status of India arm/subsidiary.** Thus a bidder who solely on its own, fulfils each eligibility criteria condition as per the tender terms and conditions and who are having MSE status, can claim EMD/tender fee exemption.

- c) The **EMD of the successful bidder** will be returned without any interest after completion of the successful completion of delivery of the items. The earnest money of unsuccessful bidders after evaluation at the first stage (i.e. technical evaluation) will be returned to them without any interest within thirty (30) working days after declaration of the result of technical evaluation. The earnest money of unsuccessful bidders after evaluation at the second stage (i.e. financial evaluation) will be returned within 30 working days after awarding the offer to the successful bidder. Please provide details of particulars for the refund in '**Form B**'. For further query regarding the EMD, bidder(s) are required to contact **Joint Registrar (Materials Management)** through e-mail, purchase@iitgn.ac.in.

15. Performance Security

- a. The bidder, after award of the contract, should furnish Performance Security for an amount covering 5% of the contract value. The Performance Security may be submitted in one of the following forms:
- I) Bank Transfer to "*IIT Gandhinagar Project and Consultancy Account*" *
 - II) Account Payee DD in favour of "*IIT Gandhinagar Project and Consultancy Account*"
 - III) Performance Bank Guarantee (for format refer Annexure V)

**For Bank account details, please refer to Clause 14 of General Terms and Conditions.*

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- b. The Performance Security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty obligations; the warranty period will start from the date of delivery only.
 - c. The payment will be initiated only after receipt of the valid Performance Security.
16. **Integrity:** The bidder(s) are required to submit the signed and scanned Integrity Pact and Integrity Agreement (as per Annexure-IX) along with the technical offer.
17. **Delivery:** Please see Annexure-III
18. **Price:** The price mentioned in BOQ must be inclusive of transportation, insurance, loading and unloading and any other local service required for delivering the goods at the desired destination as decided by IIT Gandhinagar. Loading and unloading is strictly in vendor's scope. IIT Gandhinagar will not provide any manpower support towards the same.
19. **Authorization Documents:** If the bidder/firm is manufacturer/authorized dealer/sole distributor of any item/equipment, the latest valid certificate to this effect should be signed, scanned and submitted along with technical offer.
20. **Payment:** Please refer Annexure-III.
21. **Penalty:** If the bidder fails to deliver/install any or all the equipment or perform the service by the specified date, penalty at the rate of 1% per week or part thereof of the total order value subject to the maximum of 10% of total order value will be deducted.
22. **TDS and other deduction:** Any TDS and other deduction on the purchase of item/services shall be applicable as per the prevailing government rule of India.
23. **Warranty Declaration:** Please refer Annexure-IV.
24. **Installation:** Please refer Annexure-III.
25. The bidder should be available for the technical presentation/demonstration of item/equipment, if demanded during the evaluation process.
26. In case the bidder is silent on any clause(s) mentioned in this tender document, IIT Gandhinagar shall construe that the bidder had accepted the clause(s) as per the invitation to tender. No any claim in this regard will be entertained. Further there should be no any counter offer to the general terms and conditions of the tender.
27. The order will be awarded in accordance with the applicable guidelines of Government of India for the public procurement.
28. All the forms and annexures in tender bid which require signatures should be sealed & signed by duly authorized representative of the bidder.
29. 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 Purchase order and demonstrate at their own cost.

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30. Any communication in respect to this tender may be addressed to Joint Registrar (MM) through email: *purchase@iitgn.ac.in* must mention the Tender no. in the email as subject, otherwise the email communication may not be considered.
31. Deviations/ Reservations/ Omissions - Substantive or Minor
- a) During the evaluation of Proposals, the following definitions apply:
- (i) "Deviation" is a departure from the requirements specified in the RFP document.
 - (ii) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP Document; and
 - (iii) "Omission" is failing to submit part of all the information or documentation required in the RFP Document.
- b) Deviation/ reservation/ omission from the requirements of the RFP Document shall be considered a substantive deviation as per the following norm, and the rest shall be considered a minor deviation:
- (i) which affects in any substantive way the scope, quality, or performance standards of the services
 - (ii) which limits in any substantive way, inconsistent with the RFP document, Institute's rights, or the bidder's obligations under the contract.
- c) The decision of Institute shall be final in this regard. Proposals with substantive deviations shall be rejected as nonresponsive.
- d) Variations, deviations, and other offered benefits (Techno-commercial or Financial) above the scope of services stipulated in the RFP document shall not influence evaluation proposals. If the proposal is otherwise successful, such benefits shall be availed by Institute, which would become part of the contract.
- e) Institute reserves the right to accept or reject proposals with minor deviations.
- f) A substantively responsive proposal is complete and conforms to the RFP document's essential terms, conditions, and requirements without substantive deviation, reservation, or omission. Proposals with substantive techno-commercial deviations or other essential aspects of the RFP shall be rejected as nonresponsive. Only substantively responsive proposals shall be considered for further evaluation. Institute reserves its right to consider and allow minor deviations in technical and commercial conditions.
- g) The following are some of the crucial aspects for which a proposal shall be rejected as non-responsive:
- a. The bid is not in the prescribed format or is unsigned or not signed as per the stipulations in the tender document.
 - b. The required EMD has not been provided, or exemption from EMD is claimed without acceptable proof of exemption.
 - c. The bidder is not eligible to participate in the bid as per the eligibility criteria that have been laid down (including conflict of interest and other provisions of CIPP (Code of Integrity for Public Procurement)).
 - d. The bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
 - e. The bid departs from the essential requirements specified in the tender document.

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- f. Bid is against a schedule in the list of requirements in the tender enquiry, the bidder has not quoted for the entire requirement as specified in that schedule.
- g. Bidder has quoted conditional bids or more than one bid or alternative bids.
- h. Failure to provide and/ or comply with the required information, instructions etc., incorporated in the RFP Document or evasive information/ reply against any such stipulations.
- i. Bidder fails to meet the eligibility criteria.
- j. The Bidder has quoted conditional bid.
- k. Non-submission or submission of illegible scanned copies of stipulated documents/ declarations.

Part (B)

(III) Conditions for Technical bid/offer:

The Technical offer should include the following detailed information accompanied by related documents as per following (a) to (k) and all the documents shall be submitted in the packet marked as 'Technical Offer'.

- a) Name of the bidder (As per Registration Certificate), Correspondence address, telephone number and fax number/E-mail id of the bidder shall be filled in **Form A**.
- b) Legal status (Individual, Proprietary firm, Partnership firm, Limited Company or Corporation) of the company along with statutory details (Signed and Stamped Certificate of Incorporation/Company Registration), Copy of PAN and GST Registration No.
- c) Were your company ever blacklisted by Central/State Governments/PSUs at any point of time or criminal proceedings/conviction? The certificate in respect to the above shall be submitted in the prescribed format given in **Form C**.
- d) The latest certificate of the bidder/firm as a manufacturer/authorized dealer/sole distributor in respect to the 'Pre-Qualification Criteria' of this tender notice should be submitted with technical offer.
- e) The detailed specifications of main item/equipment and its accessories are indicated and numbered in **Annexure-I**. The bidder should submit '**Technical Compliance Report**' as per **Annexure-II** of the quoted item/equipment. Moreover, the "Technical offer" must be accompanied by complete description of item as per **Annexure VII** and the **Integrity Pact** as per **Annexure- IX**.
- f) Quotation should be valid for **180 days** from the tender opening date. The technical offer should clearly indicate the period of delivery and applicable terms etc.
- g) A minimum warranty period as prescribed at **Annexure III** is required from the date of installation of item/equipment(s).
- h) The tender acceptance letter duly signed and sealed as per **Annexure-VIII**.
- i) '**Undertaking**' as per **Annexure-VI** and '**Warranty Declaration**' as per **Annexure-IV** both are required with the Technical Offer/bid.
- j) Relevant literature pertaining to the items quoted with full specifications (and drawing, if any) shall be submitted with the technical offer, wherever applicable.
- k) The bidder should submit copies of suitable documents in support of their reputation, credentials and past performance about the product/equipment (including purchase order) which they have supplied to premier educational Institution(s) along with technical offer. Without these documents the tender may be rejected by the Institute.

(IV) Conditions for Financial bid/offer:

The 'Financial Offer' should include the detailed information as per following (a) and (b) and the financial offer shall be submitted in the packet marked as 'Financial Offer':

- a) The Financial Offer should include the cost of main item/equipment and its accessories by considering all the requirements mentioned as in **Annexure-I**. The total cost should be quoted in words as well as figures (typed or printed).
- b) The Financial Offer must be submitted in the prescribed format given in **BOQ**. If the financial offer is not in the prescribed format given in (**BOQ**), it will be rejected.

The two parts of the online offer should be submitted in separate sealed packets available in online mode which shall clearly mark as "**Technical Offer**" & "**Financial Offer**". These two packets along with packet for EMD and Tender Fee marked as "**Tender Fee & EMD**" (total three packets) must be submitted online on or before the due date in respective packets available in online tender. The packet of "Tender Fee & EMD" should consist dully filled Form A and Form B of the tender document.



Joint Registrar (MM)

Part (C)

Form A/ फॉर्म ए

PARTICULARS TO BE FILLED BY THE BIDDER

1. Name of the Bidder :
2. Complete Address of the Bidder :
3. Name and Address (with GST no) on which Purchase Order is to be placed :
4. Availability for demonstration of instruments / Technical Presentation at IIT Gandhinagar :
Yes / No [Please ✓]
5. Details of the Tender Fee transferred: Yes/No [Please ✓] If yes,
 - a) Name of the Bank _____
 - b) Amount in (₹) _____
 - c) UTR No. _____
 - d) Date of remittance _____
6. Details of Earnest Money Deposit transferred: Yes / No [Please ✓] if Yes,
 - a) Name of the Bank _____
 - b) Amount in (₹) _____
 - c) UTR No. _____
 - d) Date of remittance _____
7. Communication details of the concerned contact person to whom all references shall be made regarding this tender enquiry.
 - a) Full Name :
 - b) Complete Postal Address :
 - c) Telephone No. :
 - d) Mobile No. :
 - e) E-mail :
 - f) Website Address :

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Form B/ फॉर्म बी

PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/UNSUCCESSFUL BIDDER
RTGS/National Electronic Fund Transfer (NEFT) Mandate Form

1.	Name of the Bidder	
2.	Email id and contact of the Bidder	
3.	Permanent Account No (PAN)	
4.	Particulars of Bank Account	
	a) Name of the Bank	
	b) Name of the Branch	
	c) Branch Code	
	d) Address	
	e) City Name	
	f) Telephone No	
	g) NEFT/IFSC Code	
	h) RTGS Code	
	i) 9 Digit MICR Code appearing on the cheque book	
	j) Type of Account	
k) Account No.		

Note:- Please attach original cancelled cheque along with the RTGS/ National Electronic Fund Transfer (NEFT) Mandate Form.

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Form C/ फॉर्म सी

Undertaking by the Bidder

1. This is to certify that I on behalf of M/s before signing this tender have read and fully understood all the terms and conditions of this tender along with clarifications and undertake that M/s will abide by them unconditionally and to the satisfaction of IIT Gandhinagar.
2. We, M/shave not been black-listed by Central/ State Governments/ Autonomous Bodies / PSUs at any point of time. There have been no criminal proceedings / conviction against the bidder at any point of time.
3. (i) I/We am/are not a relative/blood relation of any key managerial person of IIT Gandhinagar
(ii) We are not a firm in which any key personnel of IIT Gandhinagar or his/her relative is a partner;
(iii) I/We am/are not a partner in a firm in which any key managerial person of IIT Gandhinagar or his/her relative is a partner.

Sign of authorised person (Bidder):

Name of the authorised Person (Bidder):

Date:

Seal of Bidder:

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Form D: Checklists/ फॉर्म डी: चेकलिस्ट
Checklist – Technical Offer (Online)

Sr. No.	Particulars	Document attached	
		Yes/NA	If yes, Provide reference Page No.
Technical bid must be numbered and submitted as per following order			
1.	Duly signed and sealed latest certificate Letter of Authorization to the bidder/firm confirming them as manufacturer/authorized dealer/sole distributor has been submitted on the letter head of the original equipment manufacturer?		
2.	Duly filled, signed and sealed Form A is submitted?		
3.	Duly filled, signed and sealed Form B is submitted?		
4.	Duly filled, signed and sealed Form C is submitted?		
5.	Duly filled, signed and sealed Form E is submitted?		
	a) If 'Yes', whether % of local content mentioned?		
	b) If 5a is 'Yes', whether details of location at which local content addition made is mentioned?		
	c) that Local Content Calculation is made as per Gol Order No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19.07.2024 is ticked?		
6.	Duly filled, signed and sealed Technical Compliance Report as per Annexure - II is submitted?		
7.	Relevant literature pertaining to the item quoted with full specifications (and drawing, if any) is submitted?		
8.	Duly filled, signed and sealed Undertaking as per Annexure - VI is submitted on the Letter head of the Original Equipment manufacturer?		
9.	Duly filled, signed and sealed Warranty Declaration as per Annexure - IV is submitted on the Letter head of the bidder?		
10.	Duly filled, signed and sealed complete description /break-up of the quoted item is provided in the format as per Annexure - VII ? (to be submitted on the Letter head of the bidder)		
11.	Duly filled, signed and sealed Tender Acceptance Letter as per Annexure - VIII is submitted on the Letter head of the bidder?		
12.	Duly filled, signed and sealed Integrity pact along with Integrity agreement as per Annexure- IX is submitted? (Integrity agreement must contains details and sign of witness)		
13.	Copy of Registration certificate of bidder is submitted? (eg. Certificate of Incorporation/Shop and Establishment certificate/ Partnership deed, etc.) are provided.		
14.	Copy of PAN of bidder is submitted?		
15.	Copy of GST Certificate of bidder is submitted?		

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16.	Whether list of client/copies of purchase orders/Installation report/End user certificate are provided. if yes, please specify nature of the document from above: (i) _____ (ii) _____ (iii) _____		
17.	Other Document: Please specify nature of document _____		
18.	Total no. of pages of the technical offer		
19.	Online Packet is marked as "Technical Offer"		

Checklist – Tender Fee & EMD (Online)

Sr. No.	Particulars	Documents to be attached wherever applicable (Please '√' and mention page number)		
		Yes	No	NA
1.	Non-refundable Tender Fees transferred online and relevant submission is done as per the clause 14 of General Terms and Conditions of this tender.			
2.	Refundable EMD transferred online and relevant submission is done as per the clause 14 of General Terms and Conditions of this tender.			
3.	Valid MSE certificate(s) as per the clause 14(b) of General Terms and Conditions of this tender is submitted. Please specify the nature of document _____			
4.	Online Packet is marked as "Tender Fee and EMD"			

Checklist - Other terms

Sr. No.	Particulars	Tick/write as appropriate
1.	Mode of Delivery	Air/Road/Sea/Rail

Checklist – Financial Offer (Online)

Sr. No.	Particulars	Documents to be attached wherever applicable (Please '√')	
		Yes	No
1.	'Item rate BOQ' is submitted as prescribed format		
2.	Online Packet is marked as "Financial Offer"		

Sign of authorised person (Bidder):-

Name of the authorised Person (Bidder):-

Date:-

Seal of Bidder:-

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FORM E/ फॉर्म ई

AFFIDAVIT OF SELF-CERTIFICATION UNDER PREFERENCE TO MAKE IN INDIA – PER ITEM
(To be signed by a competent authority & submitted on the letterhead of the bidder)

Tender Reference Number: _____

Date: _____

Name of the item / equipment/ work: _____

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 Gol Order no. P-45021/2/2017-PP (BE II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019 and 04.06.2020) MOCI order No. 45021/2/2017-PP (BE II) Date 14th September 2020 & P- 45021/102/2019-BE-II-Part(1) (E-50310) Dated.04.03.2021, P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19.07.2024 and any subsequent modifications /Amendments /latest orders, if any and

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

Tick () and Fill the Appropriate Category	
	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.
	I/We [name of the supplier] hereby confirm in respect of quoted items that Local Content is equal to or more than 20% but less than 50% and come under "Class-II Local Supplier" category.
	I/We [name of the supplier] hereby confirm in respect of quoted items that Local Content is less than 20% and come under "Non Local Supplier" category.
	I/We [name of the supplier] hereby confirm in respect of the quoted item that Local Content Calculation is made as per Gol Order No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19.07.2024

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

Address: _____

Country of Origin of Goods being offered: _____

Percentage of Local content: _____%

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

Authorized signatory (To be duly authorized by)

[Note: In case of procurement for a value in excess of Rs. 10 Crores, the bidders 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. Non-submission of this will lead to disqualification of bid.]

Annexure – I/ अनुलग्नक – I

Name of the Item: MoCVD

Required Qty: 1 No

1. Introduction

This specification outlines requirements for a custom Metal-Organic Chemical Vapor Deposition (MoCVD) system with a vertical reactor configuration. The system targets 2D materials, including NiTe₂ (1T phase) and Cr₃Te₄, on 2-inch wafers.

2. Reactor Chamber

1. Material: Stainless Steel 316L (electro polished for ultra-high vacuum compatibility).
2. Geometry: Vertical cylindrical chamber, 8-inch (200 mm) internal diameter, 12-inch height.
3. Cooling: External chilled water jacket (inlet 15°C, flow 5-10 L/min); water-cooled stainless steel injector assembly.
4. Liner: Removable, dual stainless steel liner tubes (replaceable after runs to minimize cross-contamination).
5. Temperature Monitoring: Multiple K-type thermocouples on chamber walls, with real-time readout accuracy $\pm 1^\circ\text{C}$.

3. Gas Injection System (Showerhead)

1. Design: Adjustable stainless steel showerhead (diameter matching chamber), with 500+ uniform vents (0.5-1 mm).
2. Temperature Control: Integrated cartridge heaters and thermocouples (up to 200°C).
3. Precursor Lines: Dedicated lines for metalorganic precursors (e.g., Ni, Cr) and chalcogen (Te); separate mass flow controllers (MFCs).
4. Mixing: In-chamber mixing to prevent pre-reactions

4. Heater Assembly & Susceptor

1. Susceptor: High-purity molybdenum puck (2-inch wafer compatible, recessed 0.5 mm).
2. Heater: Molybdenum wire-wound or graphite felt coated with SiC (max 600°C uniformity $\pm 2^\circ\text{C}$ across 4-inch zone).
3. Wafer Handling: Silicon Wafer/ ceramic tray for 2-inch substrates; edge contact to avoid slip.
4. Rotation: 0-60 RPM via brushless DC precision motor
5. Temperature Sensing: Type K thermocouple positioned 2 mm above susceptor surface.

5. Vacuum System

1. Roughing Pump: Dry scroll or rotary vane pump, base pressure $\leq 10^{-2}$ mbar.
2. High Vacuum Pump: Turbomolecular pump (300 L/s for N₂), achieving $\leq 10^{-6}$ mbar.
3. Interlocks: Automatic pump sequencing and valve isolation.

6. Pressure Measurement & Control

1. Primary Gauge: Full-range capacitance manometer (0-1000 Torr, accuracy $\pm 0.5\%$).
2. Secondary Gauge: Pirani/ionization combo (10^0 to 10^{-6} mbar).
3. Throttle Valve: Pneumatically actuated butterfly valve (0-100% open) for precise 1-5 mbar process control.

7. Exhaust System

1. Piping: Electro polished stainless steel bellows tubing (DN40).

2. Integration: Includes throttle valve; downstream connection to customer-provided scrubber (IITG scope).

8. Gas Delivery System

1. Bubblers: Three independent heated bubblers for Chromium (e.g., $\text{Cr}(\text{CO})_6$), Nickel (e.g., $\text{Ni}(\text{CO})_4$), and Tellurium precursors.
2. Temperature control: PID with thermocouples ($\pm 0.1^\circ\text{C}$), insulated (up to 60°C).
3. Carrier gas: High-purity $\text{N}_2/\text{Ar}/\text{H}_2$ (10-100 sccm per line).
4. Tubing/Fittings: 1/4-inch Swagelok electropolished SS tubing with VCR face-seal fittings.
5. MFCs: Digital, 10 sccm full scale, corrosion-resistant.

9. PLC Control System

1. Core: Siemens S7-1200/Mitsubishi or equivalent industrial PLC with HMI touchscreen interface.
2. Functions: Centralized control of heaters, pumps, valves, MFCs, rotation, and sensors.
3. Software*: User-configurable recipes, alarm management, and remote access via Ethernet.

10. Applications & Performance

1. Scalability: Modular design for future 4-inch upgrade.
2. Uniformity: $\pm 5\%$ thickness across 2-inch wafer

12. Deliverables & Testing

1. Factory acceptance testing (FAT) with witness option.
2. Installation, training, and 1-year warranty.
3. Documentation: Operation manual

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Annexure-II/ अनुलग्नक-II
Technical Compliance Report for MoCVD

Specifications	Particulars	Comply(Yes/No)
1. Introduction	This specification outlines requirements for a custom Metal-Organic Chemical Vapor Deposition (MoCVD) system with a vertical reactor configuration. The system targets 2D materials, including NiTe ₂ (1T phase) and Cr ₃ Te ₄ , on 2-inch wafers.	
2. Reactor Chamber	<ol style="list-style-type: none"> 1. Material: Stainless Steel 316L (electro polished for ultra-high vacuum compatibility). 2. Geometry: Vertical cylindrical chamber, 8-inch (200 mm) internal diameter, 12-inch height. 3. Cooling: External chilled water jacket (inlet 15°C, flow 5-10 L/min); water-cooled stainless steel injector assembly. 4. Liner: Removable, dual stainless steel liner tubes (replaceable after runs to minimize cross-contamination). 5. Temperature Monitoring: Multiple K-type thermocouples on chamber walls, with real-time readout accuracy ±1°C. 	
3. Gas Injection System(Showerhead)	<ol style="list-style-type: none"> 1. Design: Adjustable stainless steel showerhead (diameter matching chamber), with 500+ uniform vents (0.5-1 mm). 2. Temperature Control: Integrated cartridge heaters and thermocouples (up to 200°C). 3. Precursor Lines: Dedicated lines for metalorganic precursors (e.g., Ni, Cr) and chalcogen (Te); separate mass flow controllers (MFCs). 4. Mixing: In-chamber mixing to prevent pre-reactions 	
4. Heater Assembly & Susceptor	<ol style="list-style-type: none"> 1. Susceptor: High-purity molybdenum puck (2-inch wafer compatible, recessed 0.5 mm). 2. Heater: Molybdenum wire-wound or graphite felt coated with SiC (max 600°C uniformity ±2°C across 4-inch zone). 3. Wafer Handling: Silicon Wafer/ ceramic tray for 2-inch substrates; edge contact to avoid slip. 4. Rotation: 0-60 RPM via brushless DC precision motor 5. Temperature Sensing: Type K thermocouple positioned 2 mm above susceptor surface. 	
5. Vacuum System	<ol style="list-style-type: none"> 1. Roughing Pump: Dry scroll or rotary vane pump, base pressure ≤10⁻² mbar. 	

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	<ol style="list-style-type: none"> 2. High Vacuum Pump: Turbomolecular pump (300 L/s for N₂), achieving $\leq 10^{-6}$ mbar. 3. Interlocks: Automatic pump sequencing and valve isolation. 	
6. Pressure Measurement & Control	<ol style="list-style-type: none"> 1. Primary Gauge: Full-range capacitance manometer (0-1000 Torr, accuracy $\pm 0.5\%$). 2. Secondary Gauge: Pirani/ionization combo (10^0 to 10^{-6} mbar). 3. Throttle Valve: Pneumatically actuated butterfly valve (0-100% open) for precise 1-5 mbar process control. 	
7. Exhaust System	<ol style="list-style-type: none"> 1. Piping: Electro polished stainless steel bellows tubing (DN40). 2. Integration: Includes throttle valve; downstream connection to customer-provided scrubber (IITG scope). 	
8. Gas Delivery System	<ol style="list-style-type: none"> 1. Bubblers: Three independent heated bubblers for Chromium (e.g., Cr(CO)₆), Nickel (e.g., Ni(CO)₄), and Tellurium precursors. 2. Temperature control: PID with thermocouples ($\pm 0.1^\circ\text{C}$), insulated (up to 60°C). 3. Carrier gas: High-purity N₂/Ar/H₂(10-100 sccm per line). 4. Tubing/Fittings: 1/4-inch Swagelok electropolished SS tubing with VCR face-seal fittings. 5. MFCs: Digital, 10 sccm full scale, corrosion-resistant. 	
9. PLC Control System	<ol style="list-style-type: none"> 1. Core: Siemens S7-1200/Mitsubishi or equivalent industrial PLC with HMI touchscreen interface. 2. Functions: Centralized control of heaters, pumps, valves, MFCs, rotation, and sensors. 3. Software*: User-configurable recipes, alarm management, and remote access via Ethernet. 	
10. Applications & Performance	<ol style="list-style-type: none"> 1. Scalability: Modular design for future 4-inch upgrade. 2. Uniformity: $\pm 5\%$ thickness across 2-inch wafer 	
12. Deliverables & Testing	<ol style="list-style-type: none"> 1. Factory acceptance testing (FAT) with witness option. 2. Installation, training, and 1-year warranty. 3. Documentation: Operation manual 	

All points indicated above (Annexure-II) must be filled by the bidder and relevant documents (i.e. catalogue, literature etc.) should be submitted.

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Annexure-III/ अनुलग्नक-III

Terms and Conditions:

Sr. No.	Terms	Particulars	Comply (Yes/No)
1	Price	Inclusive of all taxes	
2	Payments	Payment within 30 working days from the date of installation, receipt of clear invoice and submission of PBG.	
3	Delivery and Installation	within 120 from the date of the Purchase Order.	
4	Place/Terms of Delivery	FOR IIT Gandhinagar	
5	Warranty	1 year on site support from the date of installation	
6	Training	Within 2 weeks from the date of delivery and complete installation	
8	Penalty	Penalty of 1% on total order value for each week or part thereof subject to a maximum of 10% of the price is to be charged for delay in delivery/ installation.	
9	TDS and other deductions	Any TDS or other deduction on the purchase of item/services shall be applicable as per the prevailing government of India rule	
10	Performance Bank Guarantee	The Performance Bank Guarantee (PBG) @ 5% of total value of item needs to be submitted by the supplier.	

Annexure-IV/ अनुलग्नक-IV

Warranty Declaration

{To be submitted on Letterhead of bidder}

Everything to be supplied by us hereunder shall be free from all defects and faults in material, workmanship and shall be of the highest quality and material of the type ordered, shall be in full conformity with the specification and shall be complete enough to carry out the experiments, as specified in the tender document.

Sign of authorised person (Bidder):

Name of the authorised Person (Bidder):

Date:

Seal of Bidder:

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Annexure-V / अनुलम्बक-V
PROFORMA FOR PERFORMANCE BANK GUARANTEE

(To be typed on non-judicial stamp paper of the value of Indian Rupees of Three Hundred)
(TO BE ESTABLISHED THROUGH ANY OF THE NATIONALIZED BANK (PREFERABLE)/
SCHEDULE BANK IN INDIA (WHETHER SITUATED AT GANDHINAGAR OR
OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME AT THE NEAREST BRANCH
FROM IIT GANDHINAGAR. GUARANTEES ISSUED BY CO-OPERATIVE BANKS ARE
NOT ACCEPTED.)

To,
The Joint Registrar (MM),
Indian Institute of Technology Gandhinagar
Palaj, Gandhinagar – 382 055
Gujarat, India

LETTER OF GUARANTEE

WHEREAS Indian Institute of Technology Gandhinagar (Buyer) have invited Tenders vide
Tender No..... Dt..... for purchase of
..... AND WHEREAS the said tender document requires the
bidder/firm (seller) whose tender is accepted for the supply of item/equipment, etc. in
response thereto shall establish an irrevocable Performance Bank Guarantee in favor of
“**Indian Institute of Technology Gandhinagar**” in the form of Bank Guarantee for
Rs..... [5% (five percent) of the purchase value]. Payment will be processed
on receiving the clear Performance Bank Guarantee in original.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said bidder/firm (seller)
failing to abide by any of the conditions referred to in tender document / purchase order /
performance of the item/equipment etc. this Bank shall pay to Indian Institute of Technology
Gandhinagar on demand and without protest or demur Rs
(Rupees.....).

This Bank further agrees that the decision of Indian Institute of Technology Gandhinagar
(Buyer) as to whether the said bidder/firm (Seller) has committed a breach of any of the
conditions referred in tender document / purchase order shall be final and binding.

We,..... (name of the Bank & branch) hereby further agree that
the Guarantee herein contained shall not be affected by any change in the constitution of
the bidder/firm (Seller) and/ or Indian Institute of Technology Gandhinagar (Buyer).

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Notwithstanding anything contained herein:

a. Our liability under this Bank Guarantee shall not exceed Rs..... (Indian Rupees only).

b. This Bank Guarantee shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations. i.e. up to(date) and

c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if IIT Gandhinagar serve upon us a written claim or demand on or before..... (date). This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated

at.....
.....
.....

(Address of local branch)

Yours truly,

Signature and seal of the guarantor:

Name of the Bank:

Complete Postal Address:

Date:

Institute Bank Details:

Name of Account: IIT Gandhinagar Project and Consultancy Account
Canara Bank, IIT Gandhinagar Branch, Gandhinagar - 382055
Account No. 141413200011, IFSC Code: CNRB0005159

Annexure-VI/ अनुलग्नक-VI

Undertaking by OEM

{To be submitted on Letterhead of Original Equipment Manufacturer (OEM)}

This is to undertake that as an OEM {Name of OEM with full address}, we would facilitate the bidder {Name of bidder} on a regular basis with technology/product updates and extend our full support for the warranty as well for the Item specified in the Annexure- I of this tender document.

Sign of authorised person (OEM):

Name of the authorised Person (OEM):

Date:

Seal of OEM:

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Annexure-VII/ अनुलग्नक-VII

Complete description of the item (as per Bidder's Financial Offer/Price Bid)
{To be submitted on Letterhead of bidder}

(To be filled and submitted without any financial quote/rates. The Financial offer/Price Bid should be submitted in prescribed format given in BOQ only)

Complete description/ break-up of the quoted item

Sr. No.	Description of Item & Specifications*(With model no if any)	Qty. in Unit
1.		
2.		
3.		
4.		
5.		

*Must be in accordance with technical specifications mentioned in Annexure I.

Sign of authorised person (Bidder):

Name of the authorised Person (Bidder):

Date:

Seal of Bidder:

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Annexure-VIII/ अनुलग्नक-VIII

TENDER ACCEPTANCE LETTER
{To be submitted on Letterhead of bidder}

Date :

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Item/Equipment / Work: -

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.
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (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.
3. The corrigendum(s) issued from time to time by IIT Gandhinagar too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document / corrigendum(s) in its totality / entirety without making any amendment to the tender terms and conditions.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking/Govt. Autonomous organisations at any point of time.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then IIT Gandhinagar shall without giving any notice or reason therefore can summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

Annexure-IX/ अनुलम्बक-IX

INTEGRITY PACT

To,

.....
.....
.....

Sub: Tender No..... for the supply of

Dear Sir,

It is hereby declared that IITGN is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject tender is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender / bid documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

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 IITGN.

Yours faithfully,

Authorized Officer, IIT Gandhinagar

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INTEGRITY PACT

To
Authorized Officer
IIT Gandhinagar

Sub: Submission of Tender for the supply of _____

Ref: Tender No: IITGN/

Dear Sir/Madam,

I / We acknowledge that IITGN is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender / bid document.

I / We agree that the cited tender is an invitation to offer made on the condition that I / We will sign the enclosed 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 tender.

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

I / We acknowledge that in the event of my / our failure to sign and accept the Integrity Agreement, while submitting the tender / bid, IITGN 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,

(Signed and sealed by duly authorized signatory of the Tenderer / Bidder)

To be signed by the bidder and same signatory competent / authorised to sign the relevant contract on behalf of IIT Gandhinagar

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INTEGRITY AGREEMENT

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

BETWEEN

Director IITGN, Gandhinagar represented through Authorized Officer, IIT Gandhinagar (Hereinafter referred as the '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 (here-in-after referred to as the

(Details of duly authorized signatory)

"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 (No.....)

(here-in-after referred to as "Tender/Bid") and intends to award, under laid down

organizational procedure, contract for

.....

(Name of work)

Here-in-after 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

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1. The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. 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.
 - b. 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.

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 (PC 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) commit 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/PC 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.

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- 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 participates 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.
- e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose (with each tender as per Performa enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
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 practice means a wilful 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

1. 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.
2. 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.
3. Forfeiture of EMD / Performance Security / 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

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considered opinion forfeits the entire amount of Earnest Money Deposit, Performance Security and Security Deposit of the Bidder/Contractor.

4. **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of 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 Indian Penal code (IPC)/Prevention of Corruption 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-bidders.
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 bidder/tenderer 12 months after the completion of warranty period under the contract or till the continuation of defect liability period, whichever is more and for all other bidders/tenderers, 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, IIT Gandhinagar.

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Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Section 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 there of shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

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

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

.....

(For and on behalf of Principal/Owner)

.....

(Sign and seal for and on behalf of Bidder/Contractor)

WITNESSES:

1. (Signature, name)

2. (Signature, name)

Place :-

Date :-