

Tender Enquiry No: IIITDMK/25-26/SP/TTSPS Unit/016 Dt03/11/25



Global Tender Enquiry (E-Procurement Mode)

For

Supply, Installation and Commissioning of Table-Top Spark Plasma Sintering Unit



Tender Enquiry No: IIITDMK/25-26/SP/TTSPS Unit/016 Dt03/11/25

# GLOBAL OPEN TENDER Notice Inviting E-Tender (E-Procurement Mode)

Date: 03.11.2025

IIITDM Kancheepuram invites online bids (e-tender) in two bids systems, from OEM/Authorized distributers/Authorized dealer for the following item.

Item	:	Supply, Installation and Commissioning of Table-Top Spark Plasma Sintering Unit (Specification/Quantity details enclosed as Annexure-1)		
Tender Enquiry No	:	IIITDMK/25-26/SP/TTSPS Unit/016 Dt03/11/25		
EMD	:	All participating vendors have to submit a EMD of Rs.3,60,000/-		

#### **CRITICAL DATE SHEET**

STAGE	DATE & TIME
	17 <sup>th</sup> November 2025 – 11:00 HRS at IIITDM Kancheepuram / Hybrid Mode
Pre-Bid meeting	Meeting ID <a href="https://meet.google.com/nub-kuxf-tdg">https://meet.google.com/nub-kuxf-tdg</a>
Bid Submission End Date & Time	03 <sup>rd</sup> December 2025 - 15:00 HRS
Bid Opening Date & Time	04 <sup>th</sup> December 2025 - 15:30 HRS

#### NOTE:

### **Category of Suppliers invited for this Tender**

- i) Class I local Supplier has a local content minimum 50%
- ii) Class II local Supplier has a local content minimum 20% iii) Non Local Supplier has local content of less than 20%

(Refer Order No. P-45021/2/2017-PP (BE-II) issued by the Public Procurement Section, DPIIT, Ministry of Commerce and Industry, GOI dated 16-09-2020)

#### Important:

All communications are to be addressed to in the name of The Registrar, IIITD&M Kancheepuram only and not in the name of any officer and mails has to be sent to official purchase email id <a href="mailto:purchase@iiitdm.ac.in">purchase@iiitdm.ac.in</a>



Tender Enquiry No: IIITDMK/25-26/SP/TTSPS Unit/016 Dt03/11/25

### INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bid electronically on the CPP Portal, using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the CPP Portal, prepare their bids in accordance with the requirements and submit their bids online on the CPP Portal.

For more information, bidders may visit the Portal (https://eprocure.gov.in/eprocure/app)

#### 1. REGISTRATION PROCESS ON ONLINE PORTAL

- a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) 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.
- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode /eMudhra etc.), with their profile.
- e) 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 DSC's to others which may lead to misuse.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### 2. BID PREPARATION

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) 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.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d) 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, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" are available to them to upload such documents. These documents may be directly submitted from the "My Space are 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.

Note: This information is provided for understanding the bid submission process in the CPP Portal and may be noted that the Institute is not responsible for any delay / problem for uploading of document in the CPP Portal.

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, 91-8826246593.



Tender Enquiry No: IIITDMK/25-26/SP/TTSPS Unit/016 Dt03/11/25

### **GENERAL TERMS AND CONDITIONS**

1. The Bidders are requested to give detailed tender in two bid format.

Bid-I : Technical Bid
Bid-II : Commercial Bid

- 2. The tender document can be downloaded from the CPPP Portal https://eprocure.gov.in/eprocure/app OR Institute website- https://www.iiitdm.ac.in/tender
- 3. The duly filled tenders should be submitted on or before due date <u>15.00 HRS, 03<sup>rd</sup> December</u> <u>2025</u>. Extension of due date will not be entertained.
- 4. A pre-bid meeting is organized on 17.11.2025, 11:00 HRS at IIITDM Kancheepuram / Hybrid mode to clarify any doubts about the tender. All prospective bidders are requested to kindly submit their queries on email ID: purchase@iiitdm.ac.in latest by 15.11.2025, 15.00 HRS. During the Pre-bid meeting the answers/clarifications to the queries will be made available and will be uploaded on our website. No queries will be entertained after the Pre-bid meeting. The Interested bidders may participate at their own cost. The pre-bid minutes shall be binding on all bidders and will form part of the bid documents.
- 5. The link for the meeting through online mode is <a href="https://meet.google.com/nub-kuxf-tdg">https://meet.google.com/nub-kuxf-tdg</a>.
- 6. Tenders submitted without following the two bid offer system will summarily be rejected. IIITDM Kancheepuram shall not be responsible for any delay in online submission.

#### 7. Bid -1: Technical Bid

The online Technical bids should be uploaded containing the scanned copy of the following documents in (.pdf file)

1.	The technical bid compliance sheet & Eligibility Criteria	(Annexure-1)
2.	All participating vendors have to submit a EMD of Rs. 3,60,000/- and the scanned copy of EMD payment proof along with the Bid must be uploaded. (Bids without EMD payment will be summarily be rejected)	(Annexure-2)
3.	Bid Security Declaration form	(Annexure-3)
4.	Declaration of Local Content	(Annexure-4)
5.	Manufacturer's Authorization & Warranty Support Declaration	(Annexure-5)
6.	Bidders shall quote only those products in the bid that are not obsolete in the market and have at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.	(Annexure-6)
7.	<b>Experience Certificate:</b> Should have Supplied ONE similar equipment costing Rs. 95.00 Lakhs and above excluding taxes or TWO similar equipment (each costing Rs.70.00 Lakhs and above excluding taxes) to reputed organizations/ research institutions/ Universities etc. in India on or after 1/1/2020 (PO copies without any alteration/modification and copies of installation report to be enclosed) (Past Experience details to give it in <b>Annexure -7</b> )	(Annexure-7)
8.	Item Description Leaflet	(Annexure-8)



Tender Enquiry No: IIITDMK/25-26/SP/TTSPS Unit/016 Dt03/11/25

9.	Declaration Regarding Clean Track/No Legal Action	(Annexure-9)
10.	Annual Maintenance Contract	(Annexure-10)
11.	Acceptance of Tender Terms	(Annexure-11)
12.	No Relation Certificate	(Annexure-12)
13.	Pre-Contract Integrity Pact	(Annexure-13)

Bids should have a validity of **180 days.** The technical offer should not contain any information on price.

#### Important:

The Technical bid consisting of all annexures and other documents should be serially numbered and to be uploaded as a single pdf file and the page number details has to be furnished in the compliance sheet. The total number of pages uploaded to be mentioned in the relevant column.

### **Earnest Money Deposit (EMD):**

 Bidders shall Deposit EMD in the following bank. The amount must be through online mode and it shall be received on or before the last date and time of bid submission and the payment proof of EMD shall be attached along with the technical bid. No other mode of payment is accepted.

### **Steps for submission of EMD through SBI E-Collect:**

- Go to link https://www.onlinesbi.sbi/sbicollect/icollecthome.htm
- Please select category as "Educational Institutions"
- Please select "IIITDM KANCHEEPURAM A/C" from drop down list
- Please select "Earnest Money Deposit (EMD)" from Payment Category drop down list
- Kindly fill all tender details, contact details, EMD amount and make payment.
- After successful payment, the payment proof of EMD shall be attached along with the technical bid.
- In the case of payment failure/ mismatch of particulars leads to cancellation of bid.
- For the successful bidder, the EMD will be retained/ adjusted against the security deposit.
- For the unsuccessful bidders, EMD amount will be refunded within 30 days from the finalization of contract.
- The bidder shall enclose cancelled cheque/bank details to refund the EMD amount in case of unsuccessful bids at the technical evaluation process.
- EMD shall be forfeited if any tenderer withdraws their offer within the bid validity period.
- Note: If in the view of bidder, any exemption / relaxation is applicable to them from any of the eligibility requirements, under any Rules / Guidelines/ Directives of Government of India, bidder may submit their claim for the applicable exemption /relaxation, quoting the valid Rule/Guidelines/ Directives with a copy of such notification. In this case the bidder must submit necessary and sufficient documents along with the technical bid, in support of their claim. The relevant and valid certificates in support of claim of exemption must be submitted along with the Technical Bid.



Tender Enquiry No: IIITDMK/25-26/SP/TTSPS Unit/016 Dt03/11/25

#### 8. Bid-2: Commercial Bid / Price:

- i. The Institute is exempted from custom duty (as applicable to Research Institutes/University) vide Custom notification no. 51/96 dt 23.07.1996 based on the DSIR notification in this regard.
- ii. The Price may be quoted either in INR or in Foreign Currency.
- iii. The Price quoted should be for FOR Destination (4<sup>th</sup> Floor, Lab Building, IIITD&M Kancheepuram, Melakottaiyur, Off Vandalur-Kelambakkam Road, Chennai 600 127).
- iv. The price quoted should be exclusive of GST @ 18% (For Indian suppliers) and exclusive of concessional customs duty @ 5% plus surcharge and IGST @ 18% (for foreign suppliers) which will be added to the quoted price for arriving L1 bidder.
- v. This should contain only the price information along with commercial terms & conditions.
- vi. Submission of commercial bids by any other means shall not be accepted by the Institute in any circumstances.
- vii. The Institute is Government Funded Educational Institution offering UG/PG and PhD programmes. The Item is required for student laboratory purposes and prices may be quoted at applicable "Academic Pricing".

#### 9. Bank Charges:

All Bank charges inside India, including the opening of LC, will be borne IIITDM Kancheepuram. The Bank charges outside India to Beneficiary's Account only. In case the bidder seeks confirmation of LC, such confirmation charges are to the Beneficiary's account.

#### 10. Technical Evaluation:

- All the technical aspects of the bids will be evaluated by a committee constituted by the Director. The scrutiny of bids will be done prima-facie on the basis of documents and information furnished by the bidder in the bid. Hence, the bidders are requested to upload all the required documents to avoid rejection of their bid for want of information.
- The Technical Committee will examine all the Technical aspects of the bids received.
   Further, the Technical Committee may seek additional information from the existing users
   at IIITDM Kancheepuram or from other Institutes and these feedbacks will be considered
   for technical evaluation. The bidders can also be called for technical presentations if it is
   required so.
- The information received and the bids already submitted together will be examined with reference to the tendered specifications and evaluation is made by the Technical Committee.
- Further, the Institute may verify from the end users specified in the technical bid about the execution and satisfactory functioning of the item quoted, if required.
- Any information given in the bid found to be incorrect / false / suppressed fact will render
  the bidder ineligible at any stage during evaluation process or after issuance of PO and PO
  can be cancelled with no cost to the Institute.



Tender Enquiry No: IIITDMK/25-26/SP/TTSPS Unit/016 Dt03/11/25

### 11. Preparation and Submission of Offers:

- a) Quotation should be submitted directly by the original manufacturer/supplier or its sole authorized distributor/dealer/Indian Agent. In case of bid by authorized dealer/distributor/Indian Agent, the manufacturer authorization should be attached with the technical bid as per **Annexure**.
  - One Indian Agent can participate in a tender on behalf of one manufacturer only. No offer will be entertained if the same Indian Agent is representing another manufacturer for the same item.
- b) In case a bidder is not doing business within India, it shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.

### 12. Opening of Commercial Bids

IIITD&M Kancheepuram will open commercial bids of only the shortlisted bidders who qualified at the technical evaluation stage.

#### **Commercial Evaluation:**

- The bids shall be evaluated on the basis of final landing cost at F.O.R. Destination (4<sup>th</sup> Floor, Lab Building) at IIITD&M Kancheepuram, Melakottaiyur, Off Vandalur-Kelambakkam Road, Chennai 600 127
- The SBI TT Selling exchange rate as on the closing date of the tender will be taken into account for conversion of the foreign quote to INR.
- After arriving at final pricing of individual offers of all the short-listed firms, the lowest firm will be awarded with Contract/Purchase Order.
- The price mentioned in BoQ must be inclusive of transportation, Insurance, loading and unloading and any other local service required for delivering the goods for the desired destination as decided by IIITDM Kancheepuram. Loading and unloading is strictly in vendor scope. IIITDM Kancheepuram will not provide any manpower support towards the same.
- The installation, commissioning and training charges (If any) must be mentioned as per the BoQ (if requested separately in BoQ) else the price quoted will be taken as inclusive of installation, commissioning and training.
- The institute will not be responsible in case of the bidders failing to include any of the above mentioned prices in their bid. The price mentioned in the BoQ will be final and the bidder has to comply with that, if awarded the tender.

### 13. Make in India Policy:

 This Institute is following and will abide with the Public Procurement (Preference to Make in India), Order 2017 issued from time to time. The Institute will award the Contract to the Bidder whose bid has been determined to be substantially responsive as per the Order No. P-45021/2/2017-PP(BE-II) dated 16- 09-2020 from Department for Promotion of Industry



Tender Enquiry No: IIITDMK/25-26/SP/TTSPS Unit/016 Dt03/11/25

and Internal Trade (Public Procurement Section), Ministry of Commerce and Industry, Govt. of India.

- 2. The following bidders are permitted to bid for the item.
  - i. Class I local supplier has local content equal to more than 50%
  - ii. Class II local supplier has local content 20% to less than 50%
  - iii. Non Local Supplier has local content less than 20%
- 3. Further among all technically qualified bids during the price evaluation the lowest bid will be termed as L1. If L1 is Class I local supplier the contract will be awarded to L1. If L1 is not Class I Local supplier, the lowest bidder among the class I local supplier will be invited to match the L1 price subject to class I local supplier quoted price falling within the margin of purchase preference and the contract shall be awarded to such class I local supplier subject to match the L1 price. In case the lowest eligible class I supplier fails to match the L1 price, the class I local supplier with next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and the contract shall be awarded accordingly. In case none of the class I local supplier within the margin of purchase preference matches the L1 price the contract shall be awarded to the L1 bidder (Class II Local supplier or Non Local supplier. Class II Local supplier will not get any purchase preference.
- 4. The margin of purchase preference for Class I local supplier is 20% from L1 price (without tax).

### 14. Fraud and Corruption Integrity Clause:

IIITDM Kancheepuram requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,

- a. The terms set forth below are defined as follows:
  - "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or in directly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
  - **"Fraudulent Practice"** means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
  - "Collusive practice" means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non -competitive levels; and
  - "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract
- b. IIITDM Kancheepuram will reject a proposal for award if it determines that Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent collusive, or coercive practices in competing for the Contract in question.



Tender Enquiry No: IIITDMK/25-26/SP/TTSPS Unit/016 Dt03/11/25

- **c. Integrity Clause:** No official of a procuring entity or a bidder shall act in contravention of the codes which includes prohibition of making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- d. The bidders are required to execute the Integrity pact and submit the same with the bid (refer Annexure 12).

### 15. **Delivery Period / Timelines**:

The deliveries and installation must be completed **within 24 weeks** from the date of purchase order / from the date of opening of Letter of Credit as applicable. The time is the essence of the contract. It is mandatory for the bidders who respond to this bid to meet this expectation, as this is linked to student's Labs / classes.

### 16. Supply & services:

- i) The items covered by this document is required to be supplied and installed at Laboratory complex, Indian Institute of Information Technology, Design and Manufacturing, Kancheepuram, Off Vandalur-Kelambakkam Road, Melakottaiyur, Chennai 600 127, Tamil Nadu.
- ii) IIITD&M Kancheepuram will not provide any accommodation / transportation for the engineers / representatives for attending installation, commissioning and demonstration work. It is the absolute responsibility of the principal supplier / agent to make their own arrangements.

#### 17. Restriction on Purchase on Grounds of Defense of India:

The Institute follows Ministry of Finance and Department of Expenditure OM No.6/18/2019-PPD dated 23<sup>rd</sup> July 2020 and subsequent order dated 23<sup>rd</sup> July 2020 which are binding and the evaluation will be done accordingly.

#### 18. Pre-installation:

The BIDDER has to state in detail the Electrical Power/UPS requirements, floor Space, head room, foundation needed and also to state whether Air-conditioned environment is needed to house the system and to run the tests. i.e. pre-installation facilities required for installation may please be intimated in the technical bid. Subsequently, before the consignment lands in IIITDM Kancheepuram the BIDDER shall confirm that the pre-installation requirements are sufficient for installation of the equipment.

#### 19. Installation and Training:

- i) Bidder shall be responsible for installation/demonstration as applicable and for after sales service during the warranty and thereafter.
- ii) Installation and demonstration to be arranged by the supplier free of cost and the same is to be done within 15 days of the arrival of the equipment at site.



Tender Enquiry No: IIITDMK/25-26/SP/TTSPS Unit/016 Dt03/11/25

iii) Necessary training at the Institute for the employees of IIITDM Kancheepuram to be provided.

#### 20. Performance Bank Guarantee:

5% Security Deposit on the cost of Purchase Order Value as Performance Bank Guarantee for the period of warranty plus two months.

### 21. Amalgamation/Acquisition etc.:

In the event the Manufacturer/Supplier proposes for amalgamation, acquisition or sale of its business to any firm during the contract period, the BUYER/Successor of the Principal Company are liable for execution of the contract and also fulfillment of contractual obligations i.e. supply, installation, commissioning, warranty, maintenance/replacement of spares accessories etc. while submitting your bid, you may confirm this condition

### 22. Warranty / Support:

- The items supplied shall carry the warranty as per the requirement mentioned in the technical specification.
- The defects, if any, during the guarantee / warranty period are to be rectified free of charge by arranging free replacement wherever necessary.

#### 23. Annual Maintenance Contract:

- The party must mention in the quotation, the rate/amount of annual maintenance charges, if we opt for maintenance contract after expiry of the warranty period. This is mandatory to mention, wherever applicable.
- No sub-contracting will be allowed for installation or maintaining system/ equipment / instrument during or after warranty period.

#### 24. Indemnity:

The vendor shall indemnify, protect and save IIITD&M Kancheepuram against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc., or such other statutory infringements in respect of all the items supplied by them.

#### 25. Freight and Insurance:

The items to be supplied will be insured by the vendor against all risks of loss or damage from the date of shipment till such time it is delivered at IIITD&M Kancheepuram site.

### 26. Payment terms:

No advance payments are allowed.

**INR Terms:** 80% payment shall be made against delivery and acceptance of the item by the Institute. The balance 20% is payable after installation, commissioning and demonstration of



Tender Enquiry No: IIITDMK/25-26/SP/TTSPS Unit/016 Dt03/11/25

the whole system to the satisfaction of the Institute upon submission of PBG for 5% of the PO value to cover the warranty period plus 2 months.

**Foreign currency terms**: 100% LC will be opened with 80% payment against submission of documents and balance 20% after delivery, commissioning and demonstration of the whole system to the satisfaction of the Institute upon submission of PBG for 5% of the PO value to cover the warranty period plus 2 months.

### 27. Penalty for delayed services / LD:

- i) As time is the essence of the contract, delivery period mentioned in the purchase order should be strictly adhered to. Otherwise LD clause will be applied / enforced.
- ii) If the supplier fails to supply, and fix the item as per specifications mentioned in the order within the due date, the supplier is liable to pay liquidated damages of 1% of order value for delay of every week or part thereof subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier.
- iii) IIITD&M Kancheepuram reserves the right to cancel the order in case the delay is more than 04 weeks and the contractor is not eligible for any damage from the Institute and contractor will forfeit his claim for EMD.

#### 28. Force Majeure:

- The Supplier shall not be liable for forfeiture of its performance bank guarantee, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the IIITDM Kancheepuram either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the Supplier shall promptly notify the IIITDM Kancheepuram in writing of such conditions and the cause thereof. Unless otherwise directed by the IIITDM Kancheepuram in writing, the Supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### 29. Fall clause:

The commercial offer shall in no way exceed the lowest price at which the contractor sells the stores of identical description to any other person/organization during the currency of the contract



Tender Enquiry No: IIITDMK/25-26/SP/TTSPS Unit/016 Dt03/11/25

#### 30. Arbitration:

All disputes of any kind arising out of supply, commissioning, acceptance, warranty maintenance etc., shall be referred by either party (IIITD&M Kancheepuram or the bidder) after issuance of 30 day's notice in writing to the other party clearly mentioning the nature of dispute and will be referred to the arbitrator to be nominated by Director, IIITD&M Kancheepuram, India. The Venue for arbitration shall be Chennai, India.

### 31. Acceptance of the terms and conditions of tender document:

The bidders have to accept all the terms and conditions of this tender document and it is made known that the bidders quoting for this tender had impliedly accepted the terms and conditions of this tender.

#### 32. Interpretation of the clauses in the Tender Document:

In case of any ambiguity / dispute in the interpretation of any of the clause in this tender document, interpretation of Director, IIITD&M Kancheepuram shall be final and binding on all parties. The IIITD&M Kancheepuram reserves the right to accept the offer in full or in parts or reject the offer summarily or partly without assigning any reasons.

#### 33. Jurisdiction:

The disputes, legal matters, court issues, if any, shall be subject to Courts in the district of Chengalpattu, Tamil Nadu Jurisdiction only.

34. The competent authority reserves the right to either accept or reject the tender without assigning any reason.

Sd/-कुलसचिव / Registrar IIITD&M Kancheepuram



Tender Enquiry No: IIITDMK/25-26/SP/TTSPS Unit/016 Dt03/11/25

### **ANNEXURE-1**

### **TECHNICAL BID**

**Technical Compliance Sheet** (to be filled and uploaded)

Name of the Agency	
Office Address:	
Name and Mobile No. of contact person:	
ITEM: Supply, Installation a Unit (Quantity: 01 No)	nd Commissioning of Table-Top Spark Plasma Sintering

S. No.	Specifications Desired Detailed Specification		Compliance with detail description Yes/No/N.A.	Deviation (If Any)	Remarks
1. Sintering furnace cum pressing Unit	<ul><li>Sintering and Pressing Unit</li></ul>	<ul> <li>Vertical single axis electronically controlled servo hydraulic system.</li> <li>60 ± 5 kN</li> </ul>			
	<ul> <li>Maximum Press capacity</li> <li>stroke length of RAM</li> <li>Pressure control system</li> </ul>	<ul> <li>100 mm and above</li> <li>Dual mode: Manual and Automatic control with PID pressure controller</li> </ul>			
	<ul><li>Top and bottom RAM/electrodes</li></ul>	<ul> <li>Closed loop water cooled to withstand the maximum sintering temperature of 2500 C.</li> </ul>			



			0	Digital readout		
				with the		
	0	Z-axis position		resolution of 1		
		display		micrometer		
			0	Warning alarm		
				and emergency		
	0	Safety devices		stop system		
			0	Easy to use		
				switches, and		
	0	Control Pannel		clearly readable		
				displays in SI units		
				(two-hand control		
				safety device)		
2.	0	DC pulse	0	On and Off		
Sintering		generator		control system		
Unit DC		_		with provision to		
pulse				vary on time 1-		
generator				999 milisecond		
and				and off time 1-99		
energizing				milisecond		
system			0	AC power, either		
	0	Power input		single (220/230 V)		
		·		or 3-phase, 415 V		
				, 50/ Hz, Pulse DC		
				output 0-10 V, 0-		
				3000 A		
			0	Dual mode:		
				Manual operation		
	0	Power output		and Automatic		
				control with PID		
				temperature		
				controller		
			0	Suitable to		
				generate the DC		
				pulse of output		
				power		
	0	Control system		characteristics		
				given above.		
3. Vacuum	0	Vacuum chamber	0	Double wall		
chamber				Stainless steel		
and				chamber with		
vacuum				water cooling		
unit				jacket with		
				suitable double		
				wall cooled door.		
	0	Dimension	0	Inside diameter		
				$200\pm10~\text{mm}$		
			0	Rotary vacuum		
	0	Vacuum limit and		less than 3 x10 <sup>-2</sup>		
		speed	1	Torr to be		



			reached from 760	
			Torr atmospheric	
			pressure within 5	
			-10 minutes	
			o Lesser than 10 <sup>-9</sup>	
			torr.	
			<ul> <li>Rotary pump of</li> </ul>	
	0	Leak rate	standard make	
			<ul> <li>Vacuum/inert gas</li> </ul>	
	0	Vacuum system		
		7	<ul> <li>Suitable size of</li> </ul>	
	0	Sintering	quartz glass	
	O	atmosphere	window	
		atmosphere		
		Ministra suindassa		
	0	Viewing windows	combination of	
			Pirani vacuum	
	0	Vacuum meters	gauge and	
			Bourdon gauge	
			<ul> <li>PID digital</li> </ul>	
			programmable	
			temperature	
			controller	
	0	Vacuum control	o 2-way system a.	
		vacuum control	Thermocouple	
			•	
			system	
		_	(Maximum 1000	
	0	Temperature	$\pm 100$ °C (K-type)	
		detector/s and	and b. Radiation	
		controller	thermometer	
			system that can	
			measure from	
			600 to 2500 ±100	
			<sup>0</sup> C	
			<ul><li>Maximum</li></ul>	
			operating	
			temperature	
			$2500\pm100~^{\circ}\text{C}$ and	
			must be operated	
			at 2100 ±100 °C	
	0	Operation	for a longer	
		temperature of	duration (in	
		chamber	hours)	
		_	<u> </u>	
4. Sintering	0	AC input with 1 pha	se/ 220/230 V or 3-phase/,	
operation		415V, 50/ Hz, Power	ON/OFF button switch	
and control	0	Emergency stop but	-	
unit	0	Power- display (in W		
<del>-</del>	0	Load set- (in kN)	, -,	
	_		ing Power Supply, Pressure	
	0	-		
		Control, and Vacuu	ווו כטוונוטו.	



	o PID Controllers for Pressure and Temperature	
	programming.	
	<ul> <li>Digital readout indication of SPS Current,</li> </ul>	
	Voltage, Temperature, Pressure, Displacement	
	and Vacuum	
	<ul> <li>Display of operating condition and warning</li> </ul>	
	alarm	
5. Standard	o Operation o 2 sets	
mandatory	Manuals	
accessories		
and spares	<ul> <li>Graphite spacers</li></ul>	
	o Fuse o 6 numbers	
	o K-type o 4 numbers	
	Thermocouple	
	o Radiation o 2 numbers	
	thermometer	
	60661 1 11 0 4 1 4 110 6	
	o SPS Sintering die & o 1 set: 1 WC-Co punch die punch set and	
	10 graphite die	
	punch set	
	o Inner die	
	o 1 no WC-Co die diameter: 10	
	punch set mm, and 2	
	punches	
	o Inner die	
	o 10 no Graphite die diameter: 20, 30	
	punch set mm, of each 5	
	sets, 4 pairs	
	o 1 pc	
	o 1 number	
	o O ring o 1 number	
	Clamping tool	
	<ul><li>Matching</li></ul>	
	transformer if	
	required	
6.	o Interface o USB 2- supply 1	
Operation	no USB 2	
system		
	○ Operating system ○ Windows 11	
	○ Compatible ○ 1 number	
	Desktop/Laptop	
7.	3 Years from the date of Installation (Comprehensive	
Warranty	Onsite Warranty)	
8. Post		
Warranty –	Refer Annexure 10	
AMC		
9.	The installation and demonstration of a complete	
Installation	system are to be carried out by the supplier at free	



Tender Enquiry No: IIITDMK/25-26/SP/TTSPS Unit/016 Dt03/11/25

& Training	of cost.		
	Location of the chamber will be on the 4 <sup>th</sup> floor at IIITDM		
	Kancheepuram.		

### **Other Terms & Conditions**

### Safety:

- Machine: The machine should be meet all the safety standard of vacuum furnace, robust, and reliable.
- Vacuum Pump Overload Detection Function: The vacuum pump should automatically stop when operating under overloaded conditions.
- Overcurrent Detection: Energization must be stopped if the current exceeds 3,000 A.
- Overcurrent Protection Circuit: The main power supply must be shut down by a no-fuse breaker and protected by an overcurrent protection system.
- Flow Rate Detection: Energization must be stopped if the cooling water flow rate drops below the required threshold.
- Water Temperature Detection: safety interlock to stop the Energization when the cooling water stops or its temperature exceeds 45°C.
- Closed Chamber Door Confirmation Function: Energization must not start unless the chamber door is properly closed.

Note: The total cost will be taken into account for arriving L-1.



Tender Enquiry No: IIITDMK/25-26/SP/TTSPS Unit/016 Dt03/11/25

### **ELIGIBILITY CRITERIA**

SI. No		Description	Compliance Yes/No/N.A.	Page No.	
1.	Technical Sheet	The technical bid compliance sheet & Eligibility Criteria (Annexure-1)			
2.	EMD	All participating vendors have to submit a EMD of Rs.3,60,000/- and the scanned copy of EMD payment proof along with the Bid must be uploaded. (Bids without EMD payment will be summarily be rejected) (Annexure-2)			
3.	Bid Security Declaration	Bid Security Declaration form (Annexure-3)			
4.	Declaration of Local Content	Declaration of Local Content (Annexure-4)			
5.	Authorization Letter from OEM	<ul> <li>(Declaration from OEM to be enclosed for the following)</li> <li>Manufacturer's Authorization &amp; Warranty Support Declaration (Annexure-5)</li> <li>Bidders shall quote only those products inthe bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of life by the OEM before this period. (Annexure-6)</li> </ul>			
6.	Experience Certificate	• Experience Certificate: Should have Supplied ONE similar equipment costing Rs. 95.00 Lakhs and above excluding taxes or TWO similar equipment (each costing Rs.70.00 Lakhs and above excluding taxes) to reputed organizations/ research institutions/ Universities etc. in India on or after 1/1/2020 (PO copies without any alteration/modification and copies of installation report to be enclosed) (Past Experience details to give it in Annexure -7)			
7.	Leaflet	Product Leaflet (Annexure-8)			
8.	Declaration Regarding Clean Track/No Legal Action (Annexure-9)				
9.	Annual Maintenance Contract (Annexure-10)				
10.	Acceptance Of Tender Terms (Annexure-11)				
11.	No Relation Certificate (Annexure-12)				
12.	Pre-Contract Integrity Pact (Annexure-13)				
13.	Bid Validity	180 Days			
14.	Total Number of page	s uploaded in the technical bid			
		Please Enclose Relevant Document Only.			



Tender Enquiry No: IIITDMK/25-26/SP/TTSPS Unit/016 Dt03/11/25

### **ANNEXURE-3**

(To be printed in the letter head of the bidder)
Bid Security Declaration form
Date: Tender No.
To (insert complete name and address of the purchaser)
I/We. The undersigned, declare that:
I/We understand that, according to your conditions, bids must be supported with EMD.
I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We  a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.
c) The EMD will be forfeited.
I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.
Signature of Bidder
Name:
Designation:
Organization Name:
Contact No.:



Tender Enquiry No: IIITDMK/25-26/SP/TTSPS Unit/016 Dt03/11/25

### **ANNEXURE-4**

# SELF-CERTIFICATION REGARDING LOCAL CONTENT (LC) FOR GOODS, SERVICES OR WORKS ISSUED BY OEM UNDER PREFERENCE TO MAKE IN INDIA ORDER CERTIFICATE FOR CLASS—I or CLASS- II LOCAL SUPPLIER OR NON LOCAL SUPPLIER

Tender No.:						; Date	:			
Date: [i	insert d	ate (as day,	month and	year) of B	id Submi	ssion]				
			declare		in	the 8	brand & (equ	naı ıipment	me det	of tails)
(comple	ete add									
Hence, it contains the local content of:% as defined under the Make in India policy of the Department for Promotion of Industry & Internal Trade, DPIIT, Govt. of India.  The value addition for the local content is done at (Name of the place & address)										
	The Country of Origin of the item(s) is/are									
The false declaration will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules of which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under Law.  We also declare that the goods are not manufactured in a country that shares its land border with India nor does the beneficial owner belong to those countries.					ears y be					

We shall be held responsible if the certificate is found to be incorrect.

Seal and Signature of OEM & Bidder



Tender Enquiry No: IIITDMK/25-26/SP/TTSPS Unit/016 Dt03/11/25

### **ANNEXURE-5**

### **Manufacturer's Authorization & Warranty Support Declaration**

(ON OEMs Letter head)

	Date:
Tender No:	
To The Director, IIITDM Kancheepuram, Chennai – 600127.	
We, [name of Manufacturer], wo of goods manufactured) having factories at (insert for hereby authorize [insert complete name of Bidder] provide the following goods, manufactured by us [goods], and to subsequently negotiate and sign the complete subsequently negotiate subsequentl	full address of Manufacturer's factories), do to submit a bid the purpose of which is to insert name and or brief description of the
We hereby extend our full guarantee, warranty, ava accordance with the Terms and Conditions of Contra	
Authorized representative of the Manufacturer	Authorized representative Bidder
Signature:	Signature:
Name:	Name:
Address:	Address:
Mobile No:	Mobile No:



Tender Enquiry No: IIITDMK/25-26/SP/TTSPS Unit/016 Dt03/11/25

### **ANNEXURE-6**

### **Manufacturer's Authorization for Product Continuity Certificate**

(ON OEMs Letter head)

	Date:
Tender No:	
То	
The Director,	
IIITDM Kancheepuram,	
Chennai – 600127.	
Ma	roby cortify that the product berein guetad
We, [name of Manufacturer) he with its design, model and	all technical specifications
mentioned_	
description of the goods] in the tender will remain	
market for at least 5 years of residual market life i.e	
end-of-life by the OEM before this period.	
Authorized representative of the Manufacturer	Authorized representative Bidder
Signature:	Signature:
Name:	Name:
Address:	Address:
Mobile No:	Mobile No:



Tender Enquiry No: IIITDMK/25-26/SP/TTSPS Unit/016 Dt03/11/25

### **ANNEXURE-7**

### **Past Experience details**

**Experience Certificate:** Should have Supplied ONE similar equipment costing Rs. 95.00 Lakhs and above excluding taxes or TWO similar equipment (each costing Rs.70.00 Lakhs and above excluding taxes) to reputed organizations/ research institutions/ Universities etc. in India on or after 1/1/2020 (PO copies without any alteration/modification and copies of installation report to be enclosed)

Name of the organization	Name of Contact Person and Designation, email ID and Phone number	Purchase Order Number, date and Value	Copy of Purchase Orders and Installation and (Page no.) along with value

Note: Without submission of relevant Purchase orders, experience will not be considered.

Signature of Bidder				
Name:				
Designation:				
Organization Name: _				
Contact No.:				



Tender Enquiry No: IIITDMK/25-26/SP/TTSPS Unit/016 Dt03/11/25

### **ANNEXURE-9**

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

(to be provided on letter head of the firm)

I hereby certify that the above firm namely	is neither			
blacklisted by any Central/State Government/Public Undertaking/Institute nor any criminal case				
registered / pending against the firm or its owner / partners anywhere in India.				
I also certify that the above information is true and correct in any every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.				
Date:	Authorized Signatory Name:			
Place:	Designation:			
	Contact No.:			



Tender Enquiry No: IIITDMK/25-26/SP/TTSPS Unit/016 Dt03/11/25

### **ANNEXURE-10**

### **ANNUAL MAINTENANCE CONTRACT**

We hereby certify that the Annual Maintenance Contract for the equipment, after expiry of warranty period will be charged as follows:

For Comprehensive AMC				
1) 1 <sup>st</sup> year % of the equipment value				
2) 2 <sup>nd</sup> year% of the equipment value				
3) 3 <sup>rd</sup> year% of the equipment value.				
For Non - Comprehensive AMC				
1) 1 <sup>st</sup> year % of the equipment value				
2) 2 <sup>nd</sup> year% of the equipment value				
3) 3 <sup>rd</sup> year% of the equipment value.				
We also certify that the spares for the equipment will be available for the equipment for				
years.				
(This rate will not be part of the commercial bid evaluation for arriving L-1)				
Date: Authorized Signatory				
Place: Name:				
Designation:				
Contact No.:				



Tender Enquiry No: IIITDMK/25-26/SP/TTSPS Unit/016 Dt03/11/25

### **ANNEXURE-11**

## ACCEPTANCE OF TENDER TERMS (To be given on Company Letter Head)

Date: DD/MM/YYYY

					Date. DD/1	VIIVI/ 1 1 1 1
To,						
	rector,					
	Kancheepurar	n,				
Chenn	ai – 600127.					
Sub: A	cceptance of To	erms & Conditior	ns of Tender.			
Tende	r Reference No	:				
Name	of Tender /					
Work:	•					
Dear S	ir,					
		lownloaded / ob	tained the tend	er document	s (s) for the abov	e mentioned
	"Tender"	from	the	web	site(s)	namely
					as per your ad	vertisement,
	given in the al	bove mentioned	website(s).			
2.	I / We hereby	certify that I $/$ v	ve have read the	e entire term	s and conditions of	of the tender
	documents (ir	ncluding all docu	ments like anne:	xure(s), sched	lule(s), etc .,), whi	ich form part
	of the contrac	t agreement and	I / we shall abid	e hereby by t	he terms / conditi	ions / clauses
	contained the	rein.				
3.	_				rtment/ organisat	ion too have
		en into considera		•	-	
4.		· ·	-		is of above menti	ioned tender
	document(s) / corrigendum(s) in its totality / entirety.					
5.	5. I / We certify that all information furnished by the our Firm is true $\&$ correct and in the					
				•	or found violate	•
	department/ organisation shall without giving any notice or reason therefore or 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,						
(Signa	ture of the Bido	der. with Official	Seal)			



Tender Enquiry No: IIITDMK/25-26/SP/TTSPS Unit/016 Dt03/11/25

### **ANNEXURE-12**

## NO RELATIONSHIP CERTIFICATE ((To be given on Company Letter Head)

- 1. I/We hereby certify that I/We\* am/are\* related/not related (\*) to any officer of IIITDM Kancheepuram. (If Related provide the details of the employee)
- 2. I/We\* am/are\* aware that, if the facts subsequently proved to be false, my/our\* contract will be rescinded with forfeiture of E.M.D and security deposit and I/We\* shall be liable to make good the loss or damage resulting from such cancellation.
- 3. I//We also note that, non-submission of this certificate will render my / our tender liable for rejection.

Date:	Authorized Signatory
Place:	Name:
	Designation:
	Contact No.:



Tender Enquiry No: IIITDMK/25-26/SP/TTSPS Unit/016 Dt03/11/25

### **ANNEXURE-13**

### **IEMs DETAILS:**

- (a) Any complaints related to this tender should be reported to the Independent External Monitors (IEMs) through email. Details of the IEMs are as follows:
  - Shri Umesh Kumar, IPS (Retd.)
     House No.60, 2<sup>nd</sup> Floor, M.G. Road, River Front Near Vivekananda Kendra, Uzan Bazar Guwahati 781001.

     E-mail: umeshkumar84@rediffmail.com
  - Shri Amrit Lugun, IFS (Retd.)
     A1/37, First Floor,
     Safdarjung Enclave,
     New Delhi 110029.
     E-mail: asha74lugun@gmail.com
- (b) The Integrity Pact is deemed as part of the contract in order to ensure that the parties are bound by the recommendation of the IEMs, in case any complaint relating to the contract, is found substantiated.



Tender Enquiry No: IIITDMK/25-26/SP/TTSPS Unit/016 Dt03/11/25

### **ANNEXURE-13**

# The specimen of the Pre-Contract Integrity Pact which is part of tender documents is as follows:

### **INTEGRITY PACT**

This INTEGRITY PACT is made and executed at on this day of2025			
BY AND BETWEEN			
Indian Institute of Information Technology, Design and Manufacturing, Kancheepuram (IIITDM Kancheepuram), an autonomous organization under Ministry of Education, Govt of India having its campus at Melakkottaiyur, Off Vandalur-Kelambakkam Road, Chennai — 600127, Tamil Nadu (hereinafter referred to as "The Principal" which term or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the First Part;			
AND			
M/s a company incorporated under the Companies Act through its representative/ authorized signatory (Name and Designation of the Officer) having its office at (hereinafter referred to as "The Bidder/Contractor" which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the Second Part.			
PREAMBLE			
The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).			
In order to achieve these goals, the Principal had appointed the Independent External Monitors (IEMs), who will monitors the tender process and the execution of the contract for compliance			



Tender Enquiry No: IIITDMK/25-26/SP/TTSPS Unit/016 Dt03/11/25

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:
  - a) 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 third person, any material or immaterial benefit which the personal is not legally entitled.
  - b) The principal will during the tender process treat all Bidder(s) with equity and reason. 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 process or the contract execution.
  - c) 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 IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### Section 2: Commitments of the Bidder(s)/Contractor(s)

- 1. 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 persons 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 or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders 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 introduce cartelization 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)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.



### Tender Enquiry No: IIITDMK/25-26/SP/TTSPS Unit/016 Dt03/11/25

- d. 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(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose 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.
- f. The 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 on the matter.
- 2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

#### Section 3: Disqualification from tender process and exclusion from future contract

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 his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

### **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 Section3, or if the Principal is entitled to terminate the contract according to Section3, The Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5: Previous Transgression**

- 1. The Bidder declares that no previous transgressions occurred in the last three years with any other organization/ company in any country or with any other 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 and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

#### Section 6: Equal treatment of all Bidders / Contractors / Subcontractors.

1. In case of sub –contracting, the Principal Contractor shall take the responsibility of adoption



Tender Enquiry No: IIITDMK/25-26/SP/TTSPS Unit/016 Dt03/11/25

of Integrity Pact by the Sub – Contractor.

- 2. The Principal will enter into agreements with the identical conditions as this one with all bidders and Contractors.
- 3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### Section 7: Criminal charges against violation Bidder(s) / Contractor(s) / Sub-contractors(s).

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) 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 Monitors/Monitors**

- 1. The Principal appointed competent and credible Independent External Monitors for this Pact after approval of Central Vigilance Commission. The task of the Monitors is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2. The Monitors is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitors will have access to all contract documents, whenever required. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the Director, IIITDM Kancheepuram.
- 3. The Bidder(s)/Contractor(s) accepts that the Monitors 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 Monitors, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors.
- 4. The Monitors is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitors has also signed declarations on "Non Disclosure of Confidential Information" and of "Absence of Conflict of Interest" In case of any conflict of interest arising at a later date, the IEM shall inform the Director, IIITDM Kancheepuram.
- 5. The Principal will provide to the Monitors 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 Monitors the option to participate in such meetings.
- 6. As soon as the Monitors notices, or believes to notice, a violation of this agreement, he will



Tender Enquiry No: IIITDMK/25-26/SP/TTSPS Unit/016 Dt03/11/25

so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitors can in this regard submit non-binding recommendations. Beyond this, the Monitors has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- 7. The Monitors will submit a written report to the Director, IIITDM Kancheepuram within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8. If the Monitors has reported to the Director, IIITDM Kancheepuram, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director, IIITDM Kancheepuram has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitors may also transmit this information directly to the Central Vigilance Commissioner.

#### **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 contract, and for all other Bidder 6 months after the contract has been awarded.

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 Director, IIITDM Kancheepuram.

#### **Section 10: Other Provisions**

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the registered office of the Principal i.e. Chennai, Tamil Nadu.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this
  agreement remains valid. In this case, the parties will strive to come to an agreement to their
  original intentions.
- Issues like Warranty/Guarantee etc. shall be outside the purview of the IEMs.
- In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.



(For & on behalf of the Principal)	(For & on behalf of Bidder/Contractor)
(Office Seal)	(Office Seal)
Place :	_
Date :	_
Witness 1 (Name & Address):	Witness 1 (Name & Address):
Witness 2 (Name & Address):	Witness 2 (Name & Address):
-	<del>-</del>