



Basic Details

Organisation Chain	Indian Institute of Technology Ropar		
Tender Reference Number	CTP-ME/PA/2/2026-RnD		
Tender ID	2026_IITRP_899655_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Supply
Tender Category	Goods	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Payment Instruments

Offline	S.No	Instrument Type
	1	R-T-G-S
	2	NEFT

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Supply and Installation of Containment Facility/Plant Growth Chamber
2	Finance	.xls	Supply and Installation of Containment Facility/Plant Growth Chamber

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00	Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No				

EMD Fee Details

EMD Amount in ₹	74,000	EMD Exemption Allowed	Yes
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	Payable To Dean R and D, IIT Ropar	EMD Payable At	Payable At Rupnagar

Work / Item(s)

Title	Supply and Installation of Containment Facility/Plant Growth Chamber				
Work Description	Supply and Installation of Containment Facility/Plant Growth Chamber				
Pre Qualification Details	Please refer Tender documents.				
Independent External Monitor/Remarks	NA				
Tender Value in ₹	NA	Product Category	Laboratory and scientific equipment	Sub category	NA
Contract Type	Tender	Bid Validity(Days)	90	Period Of Work(Days)	NA
Location	Delivery at MJP Rohilkhand University, Bareilly, UP	Pincode	243006	Pre Bid Meeting Place	NA
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	IIT Ropar
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	20-Feb-2026 06:00 PM	Bid Opening Date	10-Mar-2026 09:00 AM
Document Download / Sale Start Date	20-Feb-2026 06:00 PM	Document Download / Sale End Date	09-Mar-2026 06:00 PM
Clarification Start Date	20-Feb-2026 06:00 PM	Clarification End Date	04-Mar-2026 09:00 AM
Bid Submission Start Date	20-Feb-2026 06:00 PM	Bid Submission End Date	09-Mar-2026 06:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	Supply and Installation of Containment Facility/Plant Growth Chamber	867.35

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	BOQ	BOQ_945648.xls	Supply and Installation of Containment Facility/Plant Growth Chamber	320.00

Tender Inviting Authority

Name	The Deputy Registrar
Address	R and D Section, IIT Ropar



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Research & Development Section, Indian Institute of Technology Ropar
Rupnagar, Punjab-140001, Ph. 01881-231149, E-mail: purchase.rnd@iitrpr.ac.in
GSTIN No. 03AAATI7702D1Z8 | PAN No. AAATI7702D

CPPP Tender Document

General information required for the bid submission:

Mode of Tender/Enquiry:	Open Tender	
Tender Ref. No.	CTP-ME/PA/2/2026-RnD	
Tender Title:	Supply & Installation of Containment Facility	
EMD Amount:	Rs. 74,000.00	
Earnest Money Deposit(EMD):	To be paid in the following bank account:	
	Name of the Bank A/C	IIT Ropar R&D Account
	SBI A/C No.	32325870435
	Name of the Bank	State Bank of India
	IFSC Code	SBIN0013181
	MICR Code	140002008
	(This is mandatory that UTR Number is provided in the on-line quotation/bid.	
- Delivery/Warranty/AMC Schedule etc.:	As per tender document.	

Tender Documents may be downloaded from Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app>. Aspiring Bidders who have not enrolled / registered in e-procurement should enroll / register before participating through the website <http://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at 'Instructions for online Bid Submission'.

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

No manual bids will be accepted. All quotation (both Technical and Financial) should be submitted on the CPPP portal).



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Instructions for Online Bid Submission:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app>

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (<http://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) 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.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode/eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their userID / password and the password of the DSC / eToken.

SEARCHING FOR TENDER DOCUMENTS/

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) 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.
- 3) 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 formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) 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" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.



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SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign the bid document and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “on-line” to pay the tender fee / EMD as applicable and enter details of the instrument. Whenever, an EMD / Tender fee is sought, bidders need to pay the tender fee and EMD separately on-line through RTGS.
- 4) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 5) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

General Instructions to the Bidders

- 1) The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app> .In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
- 2) Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link “Information about DSC”.
- 3) Tenderer are advised to follow the instructions provided in the ‘Instructions to the Tenderer the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.



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CHECK LIST

DULY FILLED CHECK LIST TO BE ATTACHED WITH THE TECHNICAL BID

Sl. No.	Particulars	Check Mark
1	Whether EMD/Exemption Details/Declaration sheets etc. attached?	Yes/ No
2	Whether technical specifications of the quoted equipment attached, along with point-wise technical compliance sheet?	Yes/ No
3	Whether catalog of the equipment attached?	Yes/ No
4	In case of authorized agent/distributor whether certificate/ authorization letter for the same issued by the manufacturer	Yes/ No
5	Whether tender document along with all Annexures duly signed & stamped by the authorized signatory attached?	Yes/ No
6	Whether affidavit duly attested by the Oath Commissioner/Executive Magistrate regarding non-black listing of	Yes/ No
7	Whether list of Institutes/Organizations where the quoted model of equipment supplied by the tenderer in India is attached?	Yes/ No
8	Whether split rates of each sub units are quoted?	Yes/ No
9	Whether compliance sheet duly filled in, signed & stamped attached?	Yes/ No
10	Whether warranty certificate duly filled in, signed & stamped attached?	Yes/ No
11	Whether Bank Details duly filled in, signed & stamped attached?	Yes/ No



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NOTICE INVITING TENDER

Indian Institute of Technology Ropar invites online Bids (Technical bid and Commercial bid) from eligible and experienced OEM (Original Equipment Manufacturer) OR OEM Authorized Dealer for <Supply & Installation of <equipment name> with on site comprehensive warranty as per terms & conditions specified in the tender document, which is available on CPP Portal <http://eprocure.gov.in/eprocure/app>:

A complete set of tender documents may be Download by prospective bidder free of cost from the website <http://eprocure.gov.in/eprocure/app>.

General Terms & Conditions:

1. EMD:

EMD to be paid through RTGS/NEFT into "IIT Ropar R and D Account" Bank details are as mentioned in the schedule. The Technical Bid without EMD would be considered as UNRESPONSIVE and will not be accepted. The EMD will be refunded without any interest to the unsuccessful bidders after the award of contract. In case of successful Tenderer, it will be retained till the successful and complete installation of the equipment. If EMD exemption is requested as per provision under Rule No. 170 of GFR, bid security declaration needs to be submitted as per the enclosed format.

2. Preparation of Bids:

- Technical bid consisting of all technical details alongwith commercial terms and conditions and EMD Declaration; and
- Financial bid indicating item-wise price for the items mentioned in the technical bid.

The offer/bid should be submitted in two bid systems (i.e.) Technical bid and financial bid. The technical bid should consist of all technical details along with commercial terms and conditions. Financial bid should indicate item wise price for the items mentioned in the technical bid in the given format i.e. BoQ_XXXX. The Technical bid and the financial bid should be submitted Online.

3. Submission of tender:

The tender has to be submitted on-line before the due date. The offers received after the due date and time will not be considered. No manual bids will be considered.

4. Bidding:

- Items of indigenous nature or quoted in INR, more than 1 authorized representative may participate in the same tender and submit their bids on behalf of their OEM/Principal/Manufacturer if the OEM permits more than one authorized bidder in such case as per their policy.
- In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer
- The letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The same should be included by the bidder in its techno-commercial unpriced bid.
- In a tender, either the Indian agent on behalf of the Principal / OEM or Principal /OEM itself can bid but both cannot bid simultaneously for the same item/ product in the same tender.

All offers other than those from the Principal/OEM should be supported by an authority letter from the manufacturer authorizing the supplier to tender on their behalf. In case of manufacturer a certificate or a copy thereof to the effect that the bidder is a manufacturer of the equipment must be accompanied with the technical bid prepared as per 'Annexure-C'.

5. Opening of Bids:

The online bid will be opened by a committee duly constituted for this purpose. Online bids (complete in all respect) received will be opened as mentioned in the "Schedule" in presence of bidders representative if available. Only one representative will be allowed to participate in the tender opening. Bid received without declaration will be rejected straight way. The technical bid will be opened online first and it will be examined by a technical committee (as per specification and requirement). The financial offer/bid will be opened only for the offer/bid which technically meets all requirements as per the specification, and will be opened in the presence of the vendor's representatives subsequently for further evaluation. The bidders if interested may participate on the tender opening Date and Time. The bidder should produce authorization letter from their company to participate in the tender opening

6. Price Bid:

Price bid should be submitted in given BOQ_XXXX.xls format online.

The price should be quoted in net per unit (after breakup) and must include all packing and delivery charges. Price quoted should be in Indian Rupees only unless GTE is applicable, free delivery at the Institute/University site (DDP/FOR).

Further, depending on the nature of the goods, there may be cost elements towards installation and commissioning, operator's training, and so on. Normally, it may be included in the equipment cost but if it is quoted separately, the same will be added in the item price for the determination of ranking of the bidders. The offer/bid should be exclusive of taxes and duties, which will be paid by the purchaser as applicable. However, the percentage of taxes & duties shall be clearly indicated. Necessary certificate will be issued on demand. The Buyer/PFC will have the right to award contracts to different Bidders for being lowest in particular items. For ranking of offers, price of complete scope of supply as detailed in technical specifications, the procuring authority/Purchaser may decide as follows for comparison of price bid:



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- (i) All items of the bid which are mandatorily required to meet the tendered specifications of the item/system
- (ii) If a bidder has put certain items/modules which are required to meet the tendered specifications in the 'optional' part of the bid, then such optional items shall also be included for the purpose of price comparison
- (iii) On the other hand, if a bidder has inadvertently included any item/module in its main price bid which is not required as per tender specifications, then the price of such item/module shall be excluded from the price comparison provided that the price for the said item/module is clearly reflected separately in the bid
- (iv) Anything asked as 'optional' in our specs is not to be included for overall comparison .

Non-conformities between Figures and words: Sometimes, non-conformities/errors are also observed in responsive tenders between the quoted prices in figures and in words. This situation normally does not arise in case of e-Procurement. This should be taken care of in the manner indicated below:

- (i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected.
- (ii) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected;
- (iii) If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

7. Taxes:

Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser. However, GST etc, in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order.

8. Duties:

IIT Ropar is exempted from paying custom duty under notification No.51/96 (partially or full) and necessary "Custom Duty Exemption Certificate" can be issued after providing following information and Custom Duty Exemption Certificate will be issued to the shipment in the name of the Institute, (no certificate will be issued to third party): The procured product should be used for teaching, scientific and research work only.

- a) Shipping details i.e. Master Airway Bill No. and House Airway No. (if exists)
- b) Forwarder details i.e. Name, Contact No., etc.

Bidders are requested to send their rates on FOR, the Institute/University basis in case of indigenous items and on FOB/FCA basis in case of imported items with separately mentioning CIF/CIP charges. Rates comparison will be made on Net Price (Including Freight/ Insurance/Installation/ Taxes/ Duties etc.) if offers are received both for indigenous and import items. If offers are received only for import items then comparison will be made on FOB/FCA basis. Rates of foreign currency will be taken from RBI website as on the opening of the technical bids for the purpose of conversion in Indian rupees.

10. Spares:

The spare parts/wear & tear consumables, if any, required for trouble free operation of equipment to be quoted separately giving the full nomenclature, rate, quantity and shelf life of each item.

11. Indigenous items:

The items which can/are to be provided indigenously may be listed separately.

12. Parts of Equipments:

Where the equipment is composed of several subunits/components, the rate should be quoted for each subunit/component. The Institute reserves the right to increase or decrease the number of subunits/components and number of equipment according to its requirements. The rates in ambiguous terms will render the quotation liable to rejection. The words "Not quoting" should be clearly written against any item of equipment for which the tenderer is not quoting.



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13. Payment Terms:

a). Indigenous goods: 90% payment will be made within 30 days from the date of receipt of material and inspection at the Institute/University. Balance 10% after successful installation of software/equipment and submission of performance bank guarantee (PBG) for 5% of order value valid for the warranty period plus 60 days.

b). Imported goods: Letter of credit/Telegraphic Transfer/Sight Draft – 90% payment will be made through LC/TT/SD against shipping document. Balance 10% after successful installation of software/equipment and submission of performance bank guarantee (PBG) for 5% of order value valid for the warranty period plus 60 days. Bank charges occurred outside India will be borne by the beneficiary.

14. Acceptance of Terms & Conditions:

Bidders must confirm the acceptance of all the terms and conditions of this NIQ. Any non-acceptance or deviation from the terms and conditions must be clearly mentioned. However, bidders must note carefully that any conditional offer or any deviation from the terms and conditions of this NIQ may render the quotation liable for rejection.

15. Service Manual/Circuit Diagram

It is specifically required that the bidders will supply all the operating & service manuals and circuit diagrams alongwith the equipment.

16. Power Supply:

The equipment should be quoted only for 220 volts and 50Hz electricity supply. The extra requirement of line voltage, current rating etc. and the optimum climate and environment required for the equipment must be stated precisely. Voltage stabilizers/isolation transformers/CVT/UPS etc., as may be required shall be listed separately. The full technical specifications and literature in respect of the voltage stabilizer etc., must be furnished.

17. Warranty/AMC:

Duly signed and stamped certificate of comprehensive onsite Warranty/Annual Maintenance Contract (AMC) as per the formats enclosed with the technical bid. Successful firm will be required to agree for payment of penalty for exceeding permissible downtime during Warranty/AMC period.

18. Country of origin:

Country of origin of the quoted item should be mentioned in the offer in case of imported item.

19. Bidder from bordering country:

As per Ministry of Finance, Deptt. of Expenditure, Public Procurement Division Order (Public Procurement No.1) issued from file No.6/18/2019-PPD dated 23rd July, 2020 regarding Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 2017, it is directed that any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority i.e. the Deptt. for Promotion of Industry and Internal Trade (DPIIT). The said order will not apply to bidders from those countries (even sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (updated lists of the countries are given in the Ministry of External Affairs)

“Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participated in a procurement process.

“Bidders from a country which shares a land border with India” for the purpose of this Order means:

- An entity incorporated, established or registered in such a country; or
- A subsidiary of an entity incorporated, established or registered in such a country; or
- An entity substantially controlled through entities incorporated, established or registered in such a country; or
- An entity whose beneficial owner is situated in such a country; or
- An Indian (or other) agent of such an entity; or
- A natural person who is the citizen of such a country; or
- A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

The beneficial owner for the purpose of above will be as under: -

- In case of a company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercise control through other means.



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Explanation:

- “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of share or capital or profit of the company;
- “Control” shall include the right to appoint majority of the directors or to control the management of policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

An agent is a person employed to do any act for another, or to represent another in dealings with the third person.

For Works contracts, including Turnkey contracts, the successful bidder shall not be allowed to subcontract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

A certificate shall be submitted by bidders in the tender documents regarding their compliance with the said order. If the certificate submitted by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

20. Local content (MII):

It is mandatory for bidders to quote items having local content minimum 20%. Refer revised Public Procurement (Preference to Make in India), Order 2017, No. P-45021/2/2017-PP (B.E-II) dated 16.09.2020 issued by DPIIT, Ministry of Commerce and Industry, Govt. of India. (Submit duly filled in declaration as per the enclosed format). The declaration once submitted in the Technical Bid will be final. Submission of Revised declaration will NOT be accepted. As per O.M. of DPIIT, Ministry of Commerce and Industry, Govt. of India No.P-45021/102/2019- BE-II- Part (1) (E-50310) Dated 04.03.2021, Bidders offering Imported products will fall under the category of Non Local Suppliers. They cannot claim themselves as Class-I or Class –II Local Suppliers by claiming the services such as Transportation, Insurance, Installation, Commissioning, Training and After Sale Service Support like AMC/ CMC etc. as Local Value Addition.

21. Service Facility:

Bidder should mention about the service set up in India and how capable they are to provide after sales services.

22. Training:

If required, should be included in your offer without any extra cost.

23. Banker’s details:

Name and address of the banker of your company should be mentioned.

24. Reference of supply:

Name and contact details of the premier educational Institutes where the quoted equipment has been installed in India should be attached as per the enclosed format. Copies of at least two purchase orders may be attached (If possible). IIT Ropar reserves the right to inspect the equipment for its actual performance in any of the listed Institute.

25. Arbitration

- i) In the event of failure to carry out the contractual obligations, within the stipulated period or extended period and determination of the contract for any reason, violation of warranties etc. the IIT Ropar shall have the right to carry out the unfinished obligation at the exclusive cost and risk of the bidder/firm, after due notice and the difference so accrued shall be recoverable from the bidder/firm.
- ii) The provision of the Arbitration and Conciliation Act, 1996 or as at the relevant time and of rules framed there under and any statutory modifications thereof shall be deemed to apply and be incorporated in this agreement.



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- iii) Upon every or any such reference, the cost of any incidentals to the reference and award(s) respectively shall be at the reasonable discretion of the Arbitrators or in the event of their not agreeing, of the Umpire appointed by them who may determine the amount thereof or direct the same to be fixed as between solicitors and client or as between parties and shall direct by whom and in what manner the same shall be borne and paid.
- iv) Panel of arbitrators will be provided by IIT Ropar out of which the bidder will have to select one.
- v) The bidder shall have no objection if the officer who has dealt with the case at any stage is nominated as an arbitrator. Further, that one of the arbitrator's shall be Accounts Expert.
- vi) In case of vacancy being caused due to resignation, death or incapacity of the arbitrator(s) to function as such, the same shall be provided in the aforesaid manner and the new arbitrator(s) shall proceed from the stage at which vacancy is caused.

26. Jurisdiction:

The Courts of Rupnagar alone will have the jurisdiction to try any matter, dispute or difference between the parties arising out of this tender/contract. It is specifically agreed that no Court outside and other than Ropar court shall have jurisdiction in the matter.

27. Force Majeure:

Any failure of omission or commission to carry out the provision of this contract by the supplier shall not give rise to any claim by one party, one against the other, if such failure of omission or commission arises from an act of God; which shall include all acts of natural calamities such as fire, flood, earthquake, hurricane, or nay pestilence or from civil strikes, compliance with any statute and/or regulations of the Government, lockouts and strikes, riots, embargoes or from any political or other reason beyond the supplier's control including war (whether declared or not) civil war or stage of insurrection, provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force Majeure conditions.

28. Risk & Cost:

In the event of failure to carry out the contractual obligations, within the stipulated period or extended period and determination of the contract for any reason, violation of warranties etc. the IIT Ropar shall have the right to carry out the unfinished obligation at the exclusive cost and risk of the bidder/firm, after due notice and the difference so accrued shall be recoverable from the bidder/firm.

29. Inspection:

The material found defective upon opening by the supplier representative in presence of Central stores personnel/indenter of the Institute/University or not as per tendered specifications will be lifted back at the cost and risk of the supplier. The material lying in the Institute/University premises would be at supplier's risk and cost.

30. Liquidated Damages:

In case the firm fails to execute the supply as per the purchase order in whole or in part as per the terms and conditions of PO, IIT Ropar can impose the penalty @1% per week of the undelivered stores, subject to a maximum of 10%. It will also be open to the institute to procure the required item(s) from any other source at the risk and expense of the firm.

Note: The Director, IIT Ropar reserves the right to accept/reject any or all tenders without assigning any reasons thereof and also to reject the material if the same is not found conforming to the specifications, with further right to affect risk and cost of the purchases.

(उप कुलसचिव/Deputy Registrar)
अनु. एवं वि. अनुभाग/R&D Section

Technical Specification of Plant Growth chamber

Sl. No.	Technical Specification
1	LED Light four tier properly spaced in horizontal shape for uniform light intensity over entire shelf (LED Tube not accepted). The LED light should be broad spectrum, energy saving LED spectra information should be on Website of Manufacturer/ OEM website link provide for verification.
2	The Light Intensity should be programmable from 10 to 100% dimmable thru only controller. The Light Intensity should be programmable up to 400 (no any additional device adds for dimming) $\mu\text{moles /m}^2 /\text{s}$ or higher of each tier light measured @ 6" from lamps bank.
3	Temperature 10° to 40°C lights on or higher range ($\pm 0.5^\circ\text{C}$)
4	Temperature safety alarm, the controller should shut down the chamber and restart when the temp returns to normal. The system should restart automatically when the internal temp is normal.
6	Air circulation inside chamber is from a specifically designed, adjustable air diffuser conditioned air travels along the entire back wall, over the shelves and returns to the ceiling fans through an opening between the light fixtures and the doors
7	One door providing full access to chamber interior, magnetic gasket
8	Air-cooled condensing unit with hot gas bypass system for continuous compressor operation, Used for cooling and bypass-based heating. Solenoid valves, Ceiling mounted evaporator coil with air circulation fans.
9	Growing area and height, A minimum work area 25-30 ft ² . Should have a minimum plant growth height of 26-30 cm or more each tier, shelf and light canopy should be adjustable and removable as per research need without any tool.
10	One or more access port/fresh air-port, Floor drain, casters assembly and adjustable leveling legs
11	Machine should be ISO certified and Electrical Safety certificate UL-508A/CE
12	Android Based Touch Screen for real time graphing.
13	Programs can be configured to run Manual, real time or elapsed time. Continuous, Diurnal and multi-step program feature. Multiple programs storage with multistep feature. Two calibrations offset to be provide, Light life time maintenance alarm audio & visible, graphic display actual and set value, view program stapes and sequence time duration.
14	Dual experiment protection via integrated yet independent temp limit shutdown.
15	Trouble shooting with on board diagnostics redundant controller must be provide.
16	Temperature low and high deviation alarm, Alarm (audio and visual), Ambient temperature monitoring.
17	Minimum four level protection for controller operation/ safety & security,
18	Minimum Two-year warranty
19	All the asked specifications should be clearly highlighted in the product brochure, writing "yes (copy paste)" in the compliance/Catalog will not be considered as the valid argument which may lead to disqualification. Demo if required on technical specification verification round. A suitable voltage stabilizer with High and Low voltage cut-off should be provide along with the machine.

Clean room compatible Bio-Safety Cabinet Technical Specifications.

1. The Bio-safety cabinets should be 4 feet wide with the front window must be a 10" sash opening and steel with a smart coat interior
2. **7" touch screen graphical user interface displays safety and performance data and maintenance data including the total accumulated operating hours of the unit, the total UV work hours and the UV bulb install date, the filter running time, estimated residual lifetime of the HEPA filter, and the filter install date.**
3. The Bio Safety Cabinet must include Dual DC motors.
4. The motor must automatically adjust the airflow speed without the use of a damper to ensure continuous safe working conditions, even without maintenance adjustments.
5. Cabinet must use a pressure sensor (rather than an anemometer) to detect pressure drop across the supply filter, rather than in just one point across the downflow.
6. Clear visual and audible alarms are emitted from the device if the downflow, inflow, or other parameters like blower failure, Incorrect window position are not at rational settings and the operator is at risk of exposure to biohazardous materials.
7. The front of the cabinet must be angled 10° to help minimize glare.
8. The cabinet noise level must be less than <63 dB(A) for a 4-foot cabinet.
9. Cabinet with lights on and fan at operating speed should consume less than 200 watts or less
10. The cabinet must automatically reduce the fan/blower motor speed to 30% when the front window sash is in the closed position to ensure reduced energy consumption when the cabinet is not in use.
11. **Programmable UV light enables *timed sterilization* to run to be preset before work commences.** UV light must be programmable to allow for specific exposure times from 0 to 24 hours.
12. **The Bio Safety Cabinet should include LED light with a power of >120 fc with Brightness level adjustment**
13. The Cabinet should have provision to fit taps for Vacuum, Water, and Noncombustible gas.
14. The Biosafety Cabinet should be NSF certified with a listing on the NSF website.
15. The Biosafety cabinet should incorporate a HEPA filter of the class H 14 EN 1822 or better and have a minimum efficiency of 99.995% at 0.3 µm particle size.
16. Ventilation System Exhaust and Inflow air volume approx 300-350 CFM
17. The cabinet should be provided with a fixed / adjustable Height Stand, UV Light and one set of detachable arms rests, and one / two electrical outlets.
18. The Drain Pan of the BSC should be made of Stainless Steel. The drain pan should not be painted, or powder coated.
19. Cabinet should be CE, uL certified and declaration of MOC should be provided.
20. Port provision for clean and safe routing for vacuum tubing and cables through the side of the BSC for improved organization and work efficiency.
21. Warranty: 3 yrs and 2 years AMC optional.

- Duration for Delivery and Installation - Within 10 weeks from the date of PO signed.
- Delivery & Installation at MJP Rohilkhand University, Bareilly-243006, Uttar Pradesh.



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Annexure-B

Technical Compliance Sheet

Specifications	Compliance of quoted model	Compliance of alternate model	Remarks (Deviations)



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Annexure-C

FORMAT FOR MANUFACTURER'S AUTHORISATION CERTIFICATE

To,
The Registrar
Indian Institute of Technology Ropar
Nangal Road, Rupnagar-140001

Subject: Tender for “_____”.

Dear Sir,
We manufacture of original equipment at (.....address of factory.....) do hereby authorize M/s (Name and address of Agent) to submit a bid, negotiate and receive the order format against your tender enquiry.

M/s. is authorized to bid and conclude the contract in regard to this business.

We hereby extend our full guarantee and warranty as per clause conditions NIQ for the goods and services offered by the above firm.

Yours faithfully,

[Name & Signature]
For and on behalf of M/s. _____ [Name of manufacturer]

Note:

1. Items of indigenous nature or quoted in INR, more than 1 authorized representative may participate in the same tender and submit their bids on behalf of their OEM/Principal/Manufacturer if the OEM permits more than one authorized bidder in such case as per their policy.
2. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer
3. The letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The same should be included by the bidder in its techno-commercial unpriced bid.



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Annexure-D

FORMAT FOR NON BLACKLISTING OF SUPPLIER

I/ We _____Manufacturer/partner/Authorized Distributor/Agent (strike out which is not applicable) of (Supplier)
_____do hereby declare and solemnly affirm that the individual/firm/company is not black-listed by the Union/State
Government/Autonomous body.

Deponent

Address _____

I/ We hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false
and nothing has been concealed.

Deponent

Dated: _____

(Note: To be furnished on non-judicial stamp paper duly attested by the Oath Commissioner.)



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Annexure-E

PROFORMA FOR USER/CLIENT LIST

Sl. No.	Name & full address of	Purchase Order No. & Date	No. of Units (Qty)	Model No. with Date of Installation	Contact person with cell, phone and e-mail id



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Annexure-F

ON THE COMPANY/FIRM LETTER HEAD

To,
The Dean (R&D)
Indian Institute of Technology Ropar
Rupnagar, Punjab-140001

Subject: Submission of RTGS/NEFT details

As requested, the detail of RTGS/NEFT in respect of M/s _____ is as follows:

Beneficiary Name:	
Bank Name:	
Branch Name:	
Branch Code:	
Bank Address:	
Type Of A/C.:	
Bank A/C. No.:	
IFS Code:	
MICR No:	
PAN Of Beneficiary:	
Service Tax No.:	
TIN No.:	
Name Of Contact Person:	
Telephone/Mobile No.:	
Email Id:	

Certified that above mentioned details are true and correct.

For M/s _____
(Authorised signatory)

FOR BANK USE ONLY

Verified the above mentioned detail and signature as per the records maintained by _____ (bank name).

Signature (with bank seal)
Code _____



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Annexure-G

DECLARATION SHEET

We, _____ hereby certify that all the information and data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. I have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification. This is certified that our organization has been authorized (Copy attached) by the OEM to participate in Tender. We further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, OEM has agreed to support on regular basis with technology / product updates and extend support for the warranty. The prices quoted in the financial bids are subsidized due to academic discount given to IIT Ropar

We, further specifically certify that our organization has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking.		Name & Address of the Vendor/ Manufacturer / Agent
1	Phone	
2	Fax	
3	E-mail	
4	Contact Person Name	
5	Mobile Number	
6	GST Number	
7	PAN Number	

(Signature of the Tenderer)
Name: _____
Seal of the Company



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Annexure-H

<On Organization Letter Head>

(For Goods/ Services Contracts)

<CERTIFICATE>

Tender No.

Date:

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

OR (whichever is applicable)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that this bidder is from _____ (Name of Country) and has been registered with the Competent Authority. I also certify that this bidder fulfills all the requirements in this regard and is eligible to be considered.

(Copy/ evidence of valid registration by the Competent Authority is to be attached)

Signature of Bidder/ Agent

Name: _____
Designation: _____



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Annexure-I

DECLARATION OF LOCAL CONTENT

(To be given on Company Letter Head – For tender value below Rs.10 Crores)

(To be given by Statutory Auditor/ Cost Auditor/ Cost Accountant/ CA for tender value above Rs.10 Crores)

To,
The Registrar
Indian Institute of Technology Ropar
Rupnagar, Punjab - 140001

Subject: - Declaration of Local Content

Tender Reference No.:

Name of Tender/ Work:

1. We hereby declare that items offered has _____ % local content (DPIIT OM No. P-45021/2/2017-PP (BE-II) dated 16.09.2020) & (DPIIT OM No. P-45021/102/2019-BE-II-Part(1) (E-50310) dated 04.03.2021)

2. Class of Class - I

Supplier: Class - II

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

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

Yours faithfully,

(Signature of the bidder, with Official Seal)



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Annexure-J

<TO BE PROVIDED BY OEM ON LETTERHEAD>

DECLARATION OF COUNTRY OF ORIGIN

(To be given on Company Letter Head – For tender value below Rs.10 Crores)

(To be given by Statutory Auditor/ Cost Auditor/ Cost Accountant/ CA for tender value above Rs.10 Crores)

To,
The Dean (R&D),
Indian Institute of Technology Ropar
Rupnagar, Punjab - 140001

Subject: - Declaration of Country of Origin

Tender Reference No:

Name of Tender/ Work:

1. Country of Origin of Goods being offered: _____ (OM No. 6/18/2019-PPD dated 23.07.2020)

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

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

Yours faithfully,

(Signature of the bidder, with Official Seal)



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Annexure: K

CERTIFICATE OF WARRANTY (IF REQUIRED)

- i). I/We certify that the warranty shall be for a period of (as mentioned in the tender) comprehensive warranty starting from the date of satisfactory installation, commissioning and handing over of the equipment and of the works conducted therewith covered under the supply order in working order. During the warranty period, I/we shall provide free “after sale service” and the replacement of any part(s) of the equipment or rectification of defects of work of the equipment will be free of cost. The replacement of the parts shall be arranged by us, at our own cost and responsibility. We undertake that the above warranty shall begin only from the date of satisfactory and faultless functioning of the equipment for 60 days at the Institute/University premises. The benefit of change in dates of the warranty period shall be in the interest of the use/your organization.
- ii). During the warranty period, we shall provide at least 3 preventive maintenance visits.
- iii). Uptime Guarantee: During the warranty period, we will be responsible to maintain the equipment in good working conditions for a period 328 days (i.e. 90% uptime) in a block of 365 days.
- a). All complaints will be attended by us within 2 weeks of receipt of the complaint in our office.
- b). In case there is delay of more than 2 weeks in attending to a complaint from our side then you can count the number of days in excess of the permissible response time in the downtime. The above said response time of 2 weeks for attending to a complaint by us will not be counted in the downtime.
- c). Penalty: We shall pay a penalty equivalent to 0.1 % of the FOB value of the equipment for every week or part thereof delay in rectifying the defect.
- Note: The right to accept the reason (s) for delay and consider reduction or waive off the penalty for the same shall be at the sole discretion of Director, IIT Ropar
- iv. We certify that the equipment being/quoted is the latest model and that spares for the equipment will be available for a period of at least 10 years and we also guarantee that we will keep the organization informed of any update of the equipment over a period of 10 years.
- v. We guarantee that in case we fail to carry out the maintenance within the stipulated period, the Institute/University reserves the right to get the maintenance work carried out at our risk, cost and responsibility after informing us. All the expenses including excess payment for repairs/maintenance shall be adjusted against the Performance Bank Guarantee. In case the expenses exceed the amount of Performance Bank Guarantee, the same shall be recoverable from us with/without interest in accordance with the circumstances.
- vi. We shall try to repair the equipment at the Institute/University premises itself. However, the equipment will be taken to our site on our own expenses in case it is not possible to repair the same at the Institute/University. We shall take the entire responsibility for the safe custody and transportation of the equipment taken out for repairs till the equipment is rehabilitated to the Institute/University after repair Any loss of equipment or its accessories under its charge on account of theft, fire or any other reasons shall be at our sole risk and responsibility which will be compensated to the Institute/University for such losses at the FOB/CIF value for the damaged/lost equipment/part, including accessories.
- vii. We undertake to perform calibration after every major repair/breakdown/taking the equipment for repair out of the Institute/University premises.
- viii. In case of extended warrantee, we undertake to carry out annual calibration of the equipment.
- ix. We guarantee that we will supply spare parts if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price.
- x. We guarantee to the effect that before going out of production of spare parts, we will give adequate advance notice to you so that you may undertake to procure the balance of the life time requirements of spare parts.
- xi. We guarantee the entire unit against defects of manufacture, workmanship and poor quality of components.



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Annexure-L

TERMS AND CONDITIONS OF THE SERVICE CONTRACT (IF REQUIRED)

1. During the service contract period, the firm shall provide at least 3 preventive maintenance visits per year and attended to all emergent and break-down calls.
2. The service contract charges must be quoted separately for each year strictly as under and quoting of rates in ambiguous terms or in percentage terms etc. shall render the tender liable to rejection :
3. Year-wise rates should be quoted in the BOQ.
4. The service contract charges should be quoted only for services and travel cost etc. and should not include the cost of any replacement parts/components which shall be arranged by the Institute/University at its own cost.
5. In each block of 365 days during the entire service contract period the firm will be responsible to maintain the equipment in good working condition for a period 350 days (i.e 96% uptime). The time taken by the Institute/University in providing to the firm the spare parts shall not count towards the down time. All the complaints will be attended by the firm within 2 working days of the dispatch of the complaint to their office. In case there is delay of more than 2 working days in attending to a complaint then the number of days in excess of the permissible response time shall be counted in the downtime. In case total downtime exceeds the permissible downtime a fine equivalent to double the service contract charges shall be recovered from the firm on per day basis.
6. The right to accept the reason(s) for delay and consider reduction or waive off the penalty for the same shall be at the sole discretion of The Dean (R&D), IIT Ropar.
7. We undertake to carry out annual calibration of the equipment.
8. We undertake to perform calibration after every major repair/breakdown/taking the equipment for repair out of the Institute/University premises.
9. The replaced parts shall remain the property of the the Institute/University.
10. The firm shall try to repair the equipment at the Institute/University itself. However, the equipment may be taken to their site, on their own expenses if in case it is not possible to repair the same at the Institute/University. The firm shall take the entire responsibility for the safe custody and transportation of the equipment taken out for repairs till this is handed over the purchaser after repair. Any loss of equipment or its accessories on account of theft, fire or any such reasons shall be the sole risk and responsibility of the firm who will compensate the Institute/University for such losses at FOB value of the damaged/lost equipment/part including accessories.
11. During the service contract period the parts/components that may be needing replacement shall made available by the Institute/University at their own expenses and all import formalities, payment of customs duty etc., shall be complied with/borne by the Institute/University.
12. All service contract charges will be invoiced twice in each year. The payment of the invoice will be made afterwards.
13. No price revisions will be accepted by the Institute/University during the entire tenure of the service contract agreement.
14. AMC contains both hardware and software troubleshooting.



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Research & Development Section, Indian Institute of Technology Ropar
Rupnagar, Punjab-140001, Ph. 01881-231149, E-mail: purchase.rnd@iitrpr.ac.in
GSTIN No. 03AAATI7702D1Z8 | PAN No. AAATI7702D

Annexure-M

Bid Security Declaration Form

(Company Letterhead signed and stamped by the authorized signatory)

Tender No. _____

Date: _____

To,
The Dean (R&D)
IIT Ropar, Rupnagar
Punjab - 14001

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one 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.

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.

Signed: (insert signature of person whose name and capacity are shown)
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)



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Annexure-N

<On Organization Letter Head>
Price Reasonability Certificate (Applicable in case of Proprietary)

Tender No. :-

Date:-

It is certified that the rates being charged from IIT Ropar for the quoted item is/are not more than the rates being charged from similar Govt Institutes in India.

Signature of Bidder/ Agent

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____



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Annexure-O

<On Organization Letter Head>

Proprietary Certificate from the Principal (If applicable)

Tender Enquiry Ref. No. :

Date:

It is certified that the quote product is our proprietary items with following unique/patented features:

Signature

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____



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Annexure-P

INTEGRITY PACT
(Applicable for the procurement of Rs. 1 Crore and above)

To,
The Dean, Research & Development
Indian Institute of Technology Ropar
Rupnagar, Punjab

Subject: Submission of Tender for the _____.

Dear Sir,
I/We acknowledge that Indian Institute of Technology Ropar is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document. I/We agree that the 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 Indian Institute of Technology Ropar. 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, Indian Institute of Technology Ropar shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/ bid.

Yours faithfully,
(Duly authorized signatory of the Bidder)



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INTEGRITY PACT
(Applicable in case of procurement above Rs. 1 Crore)

This INTEGRITY PACT is made and executed at.....on this day of.....20.....
BY AND BETWEEN

IIT ROPAR represented through its Dean (R&D), (Hereinafter referred to as "Principal/Owner" which terms or expression shall, unless excluded by or repugnant to the meaning or context hereof include its successors and permitted assignees)

AND

M/s..... a company incorporated under the Companies Act..... through its representative/authorized signatory (insert name and designation of the officer) vide resolution dated passed by the Board of Directors, having its office at... (hereinafter referred to as "**The Bidder/Contractor**" 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 **Second Part**.

Preamble

The Principal intends to award, under laid down organizational procedures, contracts for..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and/or Contractor(s). In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1-Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
- 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 person is not legally entitled to.
 - 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 tender process or the contract execution.
 - 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 themselves to take all measures necessary to prevent corruption. The Bidder(s) Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - The Bidders(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



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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 Bidders(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information tained or transmitted electronically.

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)/Contractors(s) of Indian. Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page no. 6)

e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter. The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(2) The bidder(s)/Contractor(s) will not instigate third person to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Copy of the "Guidelines on Banning of business dealings" is placed at (page nos. 7-13).

Section 4-Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages 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 Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders / Contractors/Subcontractors

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.



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- (2) The Principal will enter into agreements with 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 this provisions.

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

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

Section 8- Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subje to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to Secretary, MoE.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) Contractor(s) Sub-contractor(s) with confidentiality. The Monitor 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 Secretary, D/o Higher Education.
- (5) The Principal will provide to the Monitor sufficient information about all meeting among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Secretary, D/o Higher Education 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 Monitor has reported to the Secretary, D/o Higher Education, a substantiated suspicion of an offence under relevant IPC / F Act and the Secretary, MoE has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.



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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 Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealing. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Secretary, D/o Higher Education.

Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (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) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMS.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
- (7) The actions stipulated in this Integrity Pact are without prejudice to any other legal action(s) that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals and executed this **INTEGRITY PACT** as of the day/month/year first above written:

For and on behalf of
The Dean (R&D), IIT Ropar (First Party)
SIGNED, SEALED AND DELIVERED by

Name:.....
Designation:.....
Address:
Authorized Signatory

For and on behalf of
M/s.....(**Second party**)
SIGNED, SEALED AND DELIVERED by

Name _____
Designation:.....
Address:.....
Representative/authorized signatory
Vide resolution dated passed by the Board of Directors
In the presence of Witness:
1.
2.

