



अनुसंधान एवं विकास अनुभाग, भारतीय प्रौद्योगिकी संस्थान रोपड़
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

R&D SP-11 Docs Set

CPPP Tender Document

General information required for the bid submission:

Mode of Tender/Enquiry:													
Tender Ref. No.													
Tender Title:													
EMD Amount:													
Tender Fee/Earnest Money Deposit(EMD):	To be paid in the following bank account:												
	<table> <tr> <td>Name of the Bank A/C</td><td>IIT Ropar R&D Account</td></tr> <tr> <td>SBI A/C No.</td><td>32325870435</td></tr> <tr> <td>Name of the Bank</td><td>State Bank of India</td></tr> <tr> <td>IFSC Code</td><td>SBIN0013181</td></tr> <tr> <td>MICR Code</td><td>140002008</td></tr> <tr> <td colspan="2">(It is mandatory to provide UTR Number with the on-line quotation/bid.</td></tr> </table>	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	(It is mandatory to provide UTR Number with the on-line quotation/bid.	
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Delivery/Warranty/AMC/CMC Schedule etc.:	As mentioned in the technical specifications.												

Tender document/status is accessible on the Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app> Prospective bidders can register on the following portal for participation <http://eprocure.gov.in/eprocure/app> if not yet registered. The portal enrolment is free of cost. Bidders are advised to go through the instructions on the CPPP portal.

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

IMPORTANT NOTE

- Being an Institute of National Importance, we are committed to maintain the highest standards of integrity, transparency, and fairness in public procurement, in accordance with the provisions of the "Code of Integrity in Public Procurement" under Rule 175 of the GFRs, 2017.

All bidders are hereby advised to strictly adhere to these principles and to refrain from any form of misconduct, including but not limited to bid rigging, collusive practices, or any other unethical behavior.

- Any instance of non-compliance or violation of these guidelines shall be viewed seriously and may result in immediate action, as deemed appropriate under the applicable rules and regulations.

- Clarifications/requests/representations, if any, may be submitted in the following form to purchase.rnd@iitrpr.ac.in /dr.rnd@iitrpr.ac.in. The form is accessible on web page <https://www.iitrpr.ac.in/RnD/assets/forms/SP-12.pdf>

- Submission of EMD in digital mode is preferred as our purchase procedure is completely digital.

- If applicable, EMD refunds may be expected within the bid validity period. An active bank account details with a cancelled cheque should be provided to avoid the liability of incorrect or inactive account details.

TECHNICAL SPECIFICATIONS OF THE TENDERED ITEM/S

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 attached?	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 supplier attached?	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

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 mentioned in the schedule or via other permissible modes. 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 170 of GFR, bid security declaration needs to be submitted as per the enclosed format along with the valid document towards exemption claim.

2. Preparation of Bids:

- (a) Technical bid consisting of all technical details alongwith commercial terms and conditions and EMD Declaration; and
- (b) 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:

- a). 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.
- b). 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
- c). 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.
- d). 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.

5. Opening of Bids:

The technical bid/s will be opened first and the financial bid/s of only technically qualified bidders will be opened.

6. Price Bid:

Price bid should be submitted in the given BOQ.xls format. The buyer 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.

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.

9. Rates Comparison:

Bidders are requested to send their rates on FOR, 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 CIP basis. Exchange rates reference of the RBI website on the date of opening of the technical bids shall be used for conversion into Indian Rupees (INR)..

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.

13. Payment Terms:

a). Indigenous goods: 95% payment will be made within 30 days from the date of delivery/successful installation (if applicable) and balance 5% on the submission of performance bank guarantee (PBG) in permissible form for 5% of order value (incl. taxes) valid for the warranty period and 2 months..

b). Imported goods: 90% payment will be made through Letter of credit/Telegraphic Transfer/Sight Draft (LC/TT/SD) against shipping document and balance 10% after successful installation of equipment/software (if required) 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 would be borne by the supplier.

14. Acceptance of Terms & Conditions:

Bidders must confirm the acceptance of all the terms and conditions of this NIQ. Any non-acceptance or deviations from the terms and conditions must be clearly mentioned. However, tenderers 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).

20. Local content - MII (Applicable in non-global tender):

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.
- 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 Ropar 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:

28. 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

Annexure-A

Technical Compliance Sheet

[illegible]

FORMAT FOR MANUFACTURER'S AUTHORISATION CERTIFICATE

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

Subject: Tender for “_____”.

Dear Sir,

We manufacture 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.

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.)

Annexure-D

PROFORMA FOR USER/CLIENT LIST

[illegible]

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 _____

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 the Institute/University:

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

<On Company Letter Head>

(For Goods/ Services Contracts)

Land Border Declaration

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: _____

<On Company Letter Head>

Local Content Declaration (Applicable in case of Local Tender)

(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 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)

List of local components to be added:

Address where local components are being added:

2. Class of Supplier:	☐	Class - I
	☐	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)

Annexure-I**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)

Annexure-J

<On Organization Letter Head>
Proprietary Certificate from the Principal (If applicable)

Ref. No. :

Date:

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

Signature

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____

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.

TERMS AND CONDITIONS OF THE SERVICE CONTRACT (IF REQUIRED)

1. During service contract, 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 Institute/University.
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 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.

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.

(Signature with Designation and Name)

INTEGRITY PACT

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)

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 any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - 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.
 - The Bidder(s)/ Contractors(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)
 - 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.
 - 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.
- (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.

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)

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.

Bid Submission

Online Bid Submission:

Technical Bid

(Following documents to be provided as single PDF file)

Sl. No.	Document	Table of Contents (As per Details/Formats provided)	File Types
1	Technical	Documents supporting Technical Specifications	.pdf
2		Technical Compliance Sheet	.pdf
3		Manufacturer's Authorization Certificate	.pdf
4		Non-blacklisting Certificate	.pdf
5		User List	.pdf
6		Bank Details	.pdf
6		Self Declaration	.pdf
7		Bordering Country Declaration	.pdf
7		Local Content Declaration	.pdf
8		Country of Origin Declaration	.pdf
8		Warranty Certificate	.pdf
9		AMC Certificate	.pdf
9		If eligible for EMD exemption, Bid Security Declaration	.pdf
10		Any other documents in support of the abovesaid	.pdf

Financial Bid

1	Financial	Price bid should be submitted in given pricebid.xls format. (Note: -Comparison of prices will be done ONLY on the bids submitted for the Main Equipment and anything asked as 'Optional' in the specs is not to be included for overall comparison.) Bids for optional items are to be submitted in 'sheet2_Quote for optional items'	.xls
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