



Basic Details

Organisation Chain	Indian Institute of Technology Ropar		
Tender Reference Number	405-23		
Tender ID	2024_IITRP_788402_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 Particle Velocity Measuring Device-Turnkey Cold Spray Meter System
2	Finance	.xls	Supply and installation of Particle Velocity Measuring Device-Turnkey Cold Spray Meter System

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 ₹	1,40,000	EMD through BG/ST or EMD Exemption Allowed	Yes
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	Payable To IIT Ropar R and D Account	EMD Payable At	Payable At Ropar

Work / Item(s)

Title	Supply and installation of Particle Velocity Measuring Device-Turnkey Cold Spray Meter System				
Work Description	Supply and installation of Particle Velocity Measuring Device-Turnkey Cold Spray Meter System				
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)	180	Period Of Work(Days)	30
Location	M Visvesvaraya Block IIT Ropar	Pincode	140001	Pre Bid Meeting Place	NA

Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	Store and Purchase R and D Section
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

<u>Critical Dates</u>					
Publish Date	02-Jan-2024 06:00 PM		Bid Opening Date	23-Jan-2024 03:30 PM	
Document Download / Sale Start Date	02-Jan-2024 06:00 PM		Document Download / Sale End Date	23-Jan-2024 03:00 PM	
Clarification Start Date	02-Jan-2024 06:00 PM		Clarification End Date	19-Jan-2024 11:00 AM	
Bid Submission Start Date	02-Jan-2024 06:00 PM		Bid Submission End Date	23-Jan-2024 03:00 PM	

<u>Tender Documents</u>					
NIT Document	S.No	Document Name		Description	Document Size (in KB)
	1	Tendernotice_1.pdf		Supply and installation of Particle Velocity Measuring Device-Turnkey Cold Spray Meter System	1110.53
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	123.pdf	Supply and installation of Particle Velocity Measuring Device-Turnkey Cold Spray Meter System	1093.85
	2	BOQ	BOQ_828695.xls	BOQ FOR QUOTING RATES	281.00

<u>Tender Inviting Authority</u>	
Name	The Assistant Registrar R and D Section
Address	Store and Purchase R and D Section M Visvesvaraya Block IIT Ropar 140001



INDIAN INSTITUTE OF TECHNOLOGY ROPAR
RESEARCH AND DEVELOPMENT SECTION
Rupnagar-140001 (Punjab) India
Contact No. 01881-23-1149 Email: purchase.rnd@iitrpr.ac.in

File No. 405-23/DST/TDT/AM/2022/143/F290/ME-10007/

Dated 02.01.2024

Indian Institute of Technology Ropar is in the process of purchasing following item(s) as per details as given as:-

Details of the item	Supply and installation of Particle Velocity Measuring Device-Turnkey Cold Spray Meter System
Earnest Money Deposit to be submitted	₹1,40,000.00
Warranty	03 years comprehensive onsite warranty
Delivery Schedule	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 in the E-procurement portal).

(Registrar)

SCHEDULE		
Name of Organization	Indian Institute of Technology Ropar	
Tender Type (Open/Limited/EOI/Auction/Single/Global)	Open Tender	
Tender Category (Services/Goods/works)	Goods	
Type/Form of Contract (Work/Supply//Service/Buy/Empanelment)	Supply	
Product Category (Civil Works/Electrical Works/Fleet Management/ Computer Systems/Lab Equipment)	Lab equipment	
Date of Issue/Publishing	02/01/2024 (18:00 Hrs)	
Document Download/Sale Start Date	02/01/2024 (18:00 Hrs)	
Document Download/Sale End Date	23/01/2024 (15:00 Hrs)	
Last Date and Time for Uploading of Bids	23/01/2024 (15:00 Hrs)	
Date and Time of Opening of Technical Bids	23/01/2024 (15:30 Hrs)	
Tender Fee/EMD	Rs. ___NIL___/- (For Tender Fee) ₹1,40,000.00 (For EMD)	
	(To be paid through RTGS/NEFT. IIT Ropar R & D Account Bank details are as under:	
	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. (Kindly refer to the UTR Column of the Declaration Sheet at Annexure-F)	
No. of Covers (1/2/3/4)	2	
Bid Validity days (180/120/90/60/30)	180 days (From last date of opening of tender)	
Address for Communication	Assistant Registrar, R&D Section, Store & Purchase, M. Visvesvaraya Building, Indian Institute of Technology Ropar, Rupnagar – 140001	
Contact No.	01881-231149	
Email Address	Purchase.rnd@iitrpr.ac.in, ar.rnd@iitrpr.ac.in	

Registrar

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](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 ([URL:http://eprocure.gov.in/eprocure/app](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.

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>.



TENDER DOCUMENT

TENDER FOR THE PURCHASE OF

**Particle Velocity Measuring Device-Turnkey Cold Spray
Meter System**

UNDER

TWO BID SYSTEM

No. 405-23/DST/TDT/AM/2022/143/F290/ME-10007/

CHECK LIST

DULY FILLED CHECK LIST TO BE ATTACHED WITH THE TECHNICAL BID

Sl. No.	Particulars	Check Mark
1	Whether EMD attached?	Yes/ No
2	Whether technical specifications of the quoted equipment attached?	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

List of Annexures

Annexure	Particulars in annexures	Page No.
A	Technical Specifications	13
B	Format for Technical Compliance Sheet	14
C	Format for Manufacturer's Authorization Certificate	15
D	Format for Non-blacklisting Certificate	16
E	Format for User List	17
F	Bank Details of the Bidder	18
G	Declaration	19
H	Declaration	20
I	Declaration	21
J	Declaration of Local Content	22
K	Declaration of County of Origin	23
L	Declaration of Warranty	24



INDIAN INSTITUTE OF TECHNOLOGY ROPAR
RESEARCH AND DEVELOPMENT SECTION
Rupnagar-140001 (Punjab) India
Contact No. 01881-23-1149 Email: purchase.rnd@iitrpr.ac.in

No. 405-23/DST/TDT/AM/2022/143/F290/ME-10007/

02.01.2024

Notice Inviting Quotation

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 Particle Velocity Measuring Device-Turnkey Cold Spray Meter System> with (warranty period as stated at page #1 of this tender) on site comprehensive warranty from the date of receipt of the material as per terms & conditions specified in the tender document, which is available on CPP Portal <http://eprocure.gov.in/eprocure/app:->

Sl. No.	Description	Quantity
1	Particle Velocity Measuring Device-Turnkey Cold Spray Meter System (Detailed specifications are provided in Annexure - A)	1

1. Schedule of Tender and EMD :

1	Last Date and Time for Uploading of Bids	23.01.2024 up to 03:00 PM
2	Date and Time of Opening of Technical Bids	23.01.2024 at 03:30 PM.
3	Earnest Money Deposit (EMD)	₹140,000.00

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

2. 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.

3. 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.

4. 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.

5. 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.

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'.

6. 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

7. 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, free delivery at IIT Ropar Campus at 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 –

- (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.

8. 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.

9. 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.

IIT Ropar is partially exempted from paying GST and necessary GST Exemption Certificate will be provided for which following information are required.

- b) Quotation with details of Basic Price, Rate, Tax & Amount on which ED is applicable
- c) Supply Order Copy
- d) Proforma-Invoice Copy.

10. Rates Comparison:

Bidders are requested to send their rates on FOR, IIT Ropar 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.

11. 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.

12. Indigenous items:

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

13. 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.

14. Payment Terms:

Payment will be made to the supplier through following modes.

a). Indigenous goods:

NEFT/Cheque/Demand Draft : 90% payment will be made within 30 days from the date of receipt of material at IIT Ropar and balance 10% after successful installation of the equipment and on the submission of performance bank guarantee valid for warranty period + 3 months.

15. 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.

16. Service Manual/Circuit Diagram

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

17. 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.

18. Guarantee/Warranty:

Duly signed and stamped certificate of 03 years from the date of successful installation as per Annexure-L should be attached with the technical bid. Successful firm will be required to agree for payment of penalty for exceeding permissible downtime during Guarantee / Warranty period.

19. Country of origin:

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

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:

- i. An entity incorporated, established or registered in such a country; or
- ii. A subsidiary of an entity incorporated, established or registered in such a country; or
- iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- iv. An entity whose beneficial owner is situated in such a country; or
- v. An Indian (or other) agent of such an entity; or
- vi. A natural person who is the citizen of such a country; or
- vii. 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: -

1. 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.

Explanation

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of share or capital or profit of the company;

b. "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. Annexure H (For Goods/ Services contracts)/ Annexure I (For Works contracts, including Turnkey contracts)

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 Annexure J for the same) The Annexure J once submitted in the Technical Bid will be final. Submission of Revised Annexure J 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.

20. Service Facility:

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

21. Training:

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

22. Banker's details:

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

23. 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 Annexure-E. 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.

24. Arbitration

24.1 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.

24.2 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.

24.3 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.

24.4 Panel of arbitrators will be provided by IIT Ropar out of which the bidder will have to select one.

24.5 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.

24.6 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.

25. 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.

26. 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.

27. 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.

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

29. 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.

30. Relocation:

The supplier has to stand guaranteed for the relocation of supplied equipment once the permanent campus of IIT Ropar gets ready for operation. Transportation of the equipment will be provided by the Institute.

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.

Registrar

ANNEXURE A

Technical Specifications for Particle Velocity Measuring Device – Turnkey Cold Spray Meter System

Specifications: A cold spray process system to monitor particle diameter and velocity during cold spray deposition with the following specifications:

1. Particle velocity in the range of 1000-2000 m/s or better
2. Particle diameter in the range of 10-100 μm or better
3. Device should be compatible with Plasma Giken PCS 100 Cold Spray System (50 bar, 1000°C)
 - Supply, Installation, Testing & Commissioning (SITC) and training costs if any should be included.
 - The cost of accessories, spare parts, and utilities if any should be included.
 - The prices should include all the taxes and charges such as transportation etc: FOR-IIT Ropar.

Annexure : B

Technical Compliance Sheet

[illegible]

FORMAT FOR MANUFACTURER'S AUTHORISATION CERTIFICATE

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

Sub. : 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.)

PROFORMA FOR USER/CLIENT LIST

[illegible]

ON THE COMPANY/FIRM LETTER HEAD

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

SUBJECT: Submission of RTGS/NEFT details

Sir,

As per your instructions, 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 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

<On Organization Letter Head>

ANNEXURE-H
(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: _____
Organization Name: _____
Contact No. : _____

<On Organization Letter Head>

ANNEXURE-I

(For Works Contracts, including Turnkey 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 on sub-contracting to contractors from such countries and hereby certify that this bidder is not from such a country and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

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 on sub-contracting to contractors from such countries and hereby certify that this bidder is from _____ (Name of Country) and has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is 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: _____

Organization Name: _____

Contact No. : _____

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 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)

<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 Registrar,
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)

“*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)

CERTIFICATE OF WARRANTY

i). I/We certify that the warranty shall be for a period of at least 03 years 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 IIT Ropar 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, IIT Ropar 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 IIT Ropar 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 IIT Ropar. 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 IIT Ropar 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 IIT Ropar 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 IIT Ropar 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.

Bid Submission

Online Bid Submission:

Envelope – 1

(Following documents to be provided as single PDF file)

Sl. No.	Document	Content	File Types
1	Technical	Technical supporting documents in support of Technical Specifications Annexure A	
2		Technical Compliance Sheet as per Annexure B	.pdf
3		Manufacturer's Authorization Certificate as per Annexure C	pdf
4		Non-blacklisting Certificate as per Annexure D	.pdf
5		User List as per Annexure E	.pdf
6		Bank Details as per Annexure F	.pdf
7		Declaration as per Annexure G	.pdf
8		Certificate as per Annexure H	.pdf
9		Certificate as per Annexure I	.pdf
10		Local Content Declaration as per Annexure J	.pdf
11		Certificate as per Annexure K	.pdf
12		Certificate as per Annexure L	.pdf
13		Any other documents in support of the abovesaid	.pdf
Sl. No.	Document	Content	File Types
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