



राष्ट्रीय प्रौद्योगिकी संस्थान राउरकेला ओडिशा
NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA
ODISHA - 769008

**Supply, Installation, Demonstration and Training of Open source metal
3D Printer at NIT Rourkela**

Tender Notice No.: NITR/PW/CRF/2025/352

Date: 24/06/2025

Advertised Tender Enquiry

(E-procurement mode only)

The National Institute of Technology Rourkela (NITR) invites online bids from eligible, capable and qualified agency for **Supply, Installation, Demonstration and Training of Open source metal 3D Printer at NIT Rourkela** through e-procurement module of CPP Portal only. Interested companies may view and download the tender document containing the detailed terms & conditions from the website <http://eprocure.gov.in/eprocure/app>.

CRITICAL DATES FOR TENDER

1.	Title of the Tender	Supply, Installation, Demonstration and Training of Open source metal 3D Printer at NIT Rourkela
2.	Date of publication of tender	24/06/2025, 18:00 Hrs.
3.	Bid Documents download start date	24/06/2025, 18:00 Hrs.
4.	Pre-bid meeting date and location	NA
5.	Bid Documents download end date	15/07/2025, 15:00 Hrs.
6.	Last date of submission of tender	15/07/2025, 15:00 Hrs.
7.	Technical Bid Opening Date	16/07/2025, 15:00 Hrs.
8.	Financial Bid Opening Date	To be informed to the technically qualified bidders later.
9.	Tender Fee	A non-refundable fee of INR 2500/- (Rupees Two thousand Five Hundred only) to be deposited through ONLINE mode only using NET-BANKING / NEFT / RTGS / IMPS or payment online in an acceptable form.
10.	Earnest Money Deposit / Bid Security	A refundable fee of INR 8,00,000/- (Rupees Eight Lakhs only) to be deposited through ONLINE mode only using NET-BANKING / NEFT / RTGS / IMPS or payment online in an acceptable form.
11.	Delivery Period	120 days (Includes Installation and Commissioning of Instruments)
12.	Bid Validity	180 days from the date of opening of technical bids.
12.	Location and Site Visit:	CRF, NIT Rourkela. Upon receiving the PO, the successful bidder should immediately visit NIT Rourkela for suitability of the Open source metal 3D Printer and for advice.
13.	Address for Communication	DR. RUDRANARAYAN KANDI Assistant Professor Department Of Mechanical Engineering National Institute of Technology Rourkela – 769 008, Odisha Phone: 0661-2462538 Email: kandir@nitrkl.ac.in

SECTION – I: INSTRUCTION TO BIDDERS

1. Bid Preparation

- 1.1 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as a 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 documents that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 1.2 Bidder, in advance, should be prepared with the bid documents to be submitted as indicated in the tender document/schedule and generally, that can be in PDF / XLS / RAR / DWF / JPG formats. Bid documents may be scanned with 100 dpi with a black and white option, which helps to reduce the size of the scanned document.
- 1.3 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates, etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” 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 the bid submission process.
- 1.4 Bidder should take into account any corrigendum published on the CPP Portal concerned with this tender document before submitting their bids.
- 1.5 ***NOTE: My documents space is only a repository given to the bidders to ease the uploading process. If a bidder has uploaded his documents in the My Documents space, this does not automatically ensure these Documents are part of the Technical Bid.***

2. Submission of Bid

- 2.1 The tenderer shall submit the tender in two parts in the e-Procurement site (<https://eprocure.gov.in/eprocure/app>) of CPP portal consisting of Part-I (Technical Bid) and Part-II- Financial Bid (i.e. BOQ) each in separate cover.
- 2.2 Bidders should log into the site well in advance of bid submission so that they can 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.
- 2.3 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 2.4 The bidder has to select the payment option as “Offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 2.5 The bidder should prepare the EMD / Tender fee as per the instructions specified in the tender document. The details of online transaction or any other accepted instrument should tally with the details available in the bank statement and the date entered during bid submission time. Otherwise, the bid shall be technically disqualified.
- 2.6 Bidders are requested to note that they should submit their financial bid in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it, and complete the unprotected cells with their respective financial quotes and other details (such as the 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 shall be summarily rejected.
- 2.7 The uploaded tender document is readable only after the tender opening by the authorized bid openers.
- 2.8 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 person indicated in the tender.
- 2.9 Any queries relating to the process of online bid submission or queries relating to the CPP Portal, in general, may be directed to the 24x7 CPP Portal helpdesk.

3. Tender Fee and Earnest Money Deposit (EMD)

3.1 Tender Fee (non-refundable) of **Rs. 2500/- (Rupees Two Thousand Five Hundred only)** and EMD / Bid Security (refundable) of **Rs. 8,00,000/- (Rupees Eight Lakhs only)** to be deposited through **ONLINE** mode only using **NET-BANKING / NEFT / RTGS / IMPS or payment online in an acceptable form.**

- a) The bidders are allowed to submit their bid only after the successful payment of EMD.
- b) The bidders are required to submit a proof of successful payment details of Tender Fee and EMD along with technical bid i.e. transaction reference no, bank details and UTR no. Any other mode of payment shall not be entertained.
- c) In online payment of Tender Fee and EMD, if the payment is made by the bidder within the last date and time of bid submission but not received by NIT Rourkela within last date as mentioned in the e-procurement portal to any reason(s) whatsoever then the bid will not be accepted. Tender Fee and EMD received after due date and time as specified will be forfeited.
- d) Bank details for NET-BANKING / NEFT / RTGS / IMPS or payment online in an acceptable form is as follows:

Bank Name: State Bank of India

Branch: NIT Campus, Rourkela, Odisha

Account Name: Security Deposit Account

Account No.: 30046305869

IFSC: SBIN0002109

- 3.2 EMD / Bid Security of the unsuccessful bidder will be returned to them without any interest at the earliest and latest on or before 30 days after the award of the contract to the L1 bidder.
- 3.3 The Part-I offer of those Tenderers, whose EMD and Tender Cost are found in order and submitted as prescribed, will be opened immediately thereafter. Otherwise, the tender will be considered invalid and other parts will not be opened.
- 3.4 Bids received without Earnest Money Deposit and Tender Fee shall stand technically disqualified and thus shall not be considered for evaluation at any stage.
- 3.5 The EMD / Bid Security of the bidder who withdraws its bid in breach of terms and conditions of the contract, withdraws at any stage after the opening of the technical bid or the price bid and who evades or refuses to accept the Award of Contract after being L1 within the period of validity, shall be liable to forfeiture.
- 3.6 The EMD submitted by the successful bidder shall be refunded within thirty days of submission and acceptance of the Performance Security/Performance Bank Guarantee/ Security Deposit in case of award of contract.

4. EMD / Bid Security Exemption

- 4.1 Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) for goods produced and services rendered, are exempted from EMD. Accordingly, MSEs shall be required to submit valid Udyam Registration Certificate for availing benefit under MSE Procurement Policy. The benefit as above to MSMEs shall be available only for Goods produced and services rendered by MSMEs. However, traders are excluded from the purview of MSME Procurement Policy.
- 4.2 Startup(s) as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India, are exempted from Bid Security. However, they have to enclose valid self-attested registration certificate(s) along with the tender to this effect.
- 4.3 Eligible MSE and startup bidders who seeks exemption from Bid Security as per above clause, if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to execute the contract, or to submit a performance security before the deadline defined in the request for bids document/contract, they will be suspended for the period of three

years or for a period as decided by the competent authority from being eligible to submit bids for future contracts with the NIT Rourkela. Bidders should submit the duly filled and signed declaration as per the attached format in Annexure-X.

- 4.4 Those firms who have applied for renewal of registration with any of the above bodies but have not obtained the valid certificate as of the closing date of the tender are not eligible for exemption.

5. Eligibility Criteria

- 5.1 **Status:** The bidder shall necessarily be a legal entity either in the form of sole proprietorship, partnership, Limited, or Private Limited Company registered under the Companies Act 1956 or subsequent amendments of the act. The bidder in the form of a Joint Venture (JV) / Consortium is not permitted. Copy of Registration No. under the Shop & Commercial Establishment Act may be enclosed. Proof of the status of the bidder shall be submitted. The firm should have registered for a minimum period of 05 years.
- 5.2 **Financial Capacity:** The Bidders should have a minimum average annual turnover of **Rs. 10, 00, 00,000/- (Rupees Ten Crore)** in the last three financial years i.e. 2021-22, 2022-23, 2023-2024, Bidders are required to submit documentary evidence like an Audited Balance Sheet, Profit & Loss Statement, and Income Tax Return (ITR) duly certified by a Chartered Accountant.
- 5.3 **Experience:** The bidder should have successfully supplied and installed similar equipments during last five financial years ending on 31/03/2025 in any Government / Semi-Government / Autonomous Bodies / PSU. A copy of the Purchase Orders along with satisfactory supply & installation certificate against the respective purchase order should be produced in support of their experience as per given format. NITR may ask for input from user where the quoted instrument has been installed. Supply of only purchase order without any satisfactory supplied & installation report shall not be considered as a valid experience. Bidder must fulfil at least one of the following criteria for the above experience:
- The bidder/OEM must have successfully commissioned at least 5 numbers of metal 3D Printers in last 5 years in the premier institutions of India such as IIT's/ NIT's/IISER's/IISc/ CFTI's/PSU's/ Government institutions etc. The installed reference metal printers should be running condition. Proof in this regard with contact details of the user should be provided. All certificates should be attached in the technical bid to evaluate the credibility of the bidder.*
- 5.4 Bidder should be an OEM or authorized dealer / distributor of OEM for the tendered items.
- 5.5 Bidders have to submit a Catalogue containing detailed specification of equipment.

6. Documents to be submitted as a part of Technical Bid

- 6.1 Copy of Certificate of Incorporation.
- 6.2 Copy of PAN Card.
- 6.3 Copy of GST registration certificate.
- 6.4 Copy of Labour License, issued by Labour Commissioner, if applicable.
- 6.5 Copy of registration certificate of Employee Provident Fund Organization (EPFO), if applicable
- 6.6 Copy of registration certificate of Employee State Insurance Corporation (ESIC), if applicable
- 6.7 Copy of successful payment of Tender Fee & EMD.
- 6.8 Copy of audited Balance Sheet, Profit & Loss Statement and Income Tax Return (ITR) for the last three financial years ending on 31st march, 2024.
- 6.9 Copy of signed agreement / Purchase Order or any other documents which shows the quantity and size of awarded goods for Open Source Metal 3D Printer or equivalent equipment along with satisfactory supply & installation certificate against the respective purchase order.
- 6.10 Copy of quoted product brochure.
- 6.11 Duly filled and signed Annexure – III (Tender Acceptance Letter)
- 6.12 Duly filled and signed Annexure – IV (Self Declaration Non-Blacklisting)
- 6.13 Duly filled and signed Annexure – V (Bid Security Declaration for EMD exempted bidder)
- 6.14 Duly filled and signed Annexure – VI (Declaration of local contents)
- 6.15 **In case of Bidder is an OEM (Original Equipment Manufacturer) or authorized dealer / distributor or OEM:**
- a) GST/Excise documents / Factory license / Pollution Control Board certificate / NSIC Certificate or any other documents clearly indicating that the bidder is a manufacturer of tendered item.
- 6.16 **In case Bidder is authorized dealer / distributor of OEM:**
- a) Bidder shall submit a letter from the OEM authorizing the bidder for participation in tender and execute the order on behalf of the OEM in India.
- b) Guarantee (specific to the tender) shall be provided by the OEM clearly stating that the OEM shall fulfill the contractual obligations for the tendered item.

7. Bid Evaluation Criteria

7.1 Techno-commercial Bid Evaluation

- a. Techno-commercial bids will be opened on the specified date & time by the Tender Evaluation Committee duly constituted by the competent authority of NIT Rourkela. The bids will be evaluated based on the documents submitted by the bidders in the e-Procurement module of CPP Portal and the satisfactory performance report from the previous works. The decision of the committee will be final and binding on all bidders and can't be questioned at any stage of evaluation.
- b. The Institute also reserves the right to seek confirmation/clarification from the issuing agency for the supporting documents submitted by the bidder.
- c. To assist in the examination, evaluation and comparison of the bids, and qualification of bidders, the committee may, at its discretion ask any bidder for a clarification of its bid. The committee's request for clarification and the response shall be in writing through e-procurement mode only. No other mode shall be entertained. Any clarification submitted by a bidder that is not in response to a request shall not be considered.
- d. If any bidder fails to provide the requested clarification/information within the stipulated date and time given by the Institute, the bid shall be technically disqualified.
- e. The request for clarification and the response shall be in writing, without any alterations in the price or substance of the bid submitted.

7.2 Financial Bid Evaluation

- a. Financial bids of those bidders whose techno-commercial bids are found technically qualified shall be opened by the Committee on the specified date & time. The same shall be communicated to the prospective bidders through e-mail by NIC.
- b. Splitting of items is not admissible. Bidder have to quote for all the items mentioned as per Annexure – I.**
- c. Being L1 will not be the sole criterion for eligibility for the award of a contract. The Feasibility of the lowest quote by the bidder will be examined by the committee with reference to relevant rules in vague, terms & conditions of the tender and the decision of the committee in this regard shall be final & binding on all concerned.
- d. After evaluation, the work shall be awarded to the supplier who quoted the lowest price (L1) after complying with all the Acts/provisions stated/referred to for adherence in the tender. In case two or more agencies are found to have quoted the same price, the Committee shall decide on the L-1 Agency based on the following tie-breaking criteria:
 - i. The turnover for the financial year 2023-24 shall be considered.
 - ii. If further required for tie-breaking the turnover for the financial year 2022-23 shall be considered.
 - iii. If further required for tie-breaking the turnover for the financial year 2021-22 shall be considered.
 - iv. Further, if the tie persists then the L1 will be decided by a draw system in the presence of the concerned bidders. The decision in this regard by the committee shall be final and binding on all concerned.
- e. If a tenderer quotes predatory pricing / abnormally low bids, the tender evaluation committee may ask for written clarification from the tenderer for detailed price analysis/ price break-up/price justification of its bid price in relation to scope, schedule allocation of risks and responsibilities, any other requirements of the bid documents during the financial evaluation.
- f. If, after the evaluation of the price analysis/price justification, the bidder fails to demonstrate the basis of the quoted price with substantiating documents/evidence/calculation, the committee at its sole discretion shall reject the bid.
- g. Preference under MSM (Micro and Small Enterprises) policy, as admissible from time to time

under Govt. of India policy shall be applicable during evaluation. In case the agency with the lowest rate at any stage after the award of the contract fails to execute/perform successfully / satisfactorily, the contract shall be terminated with forfeiture of the Bid security/performance security and the Bid security exempted bidders will be suspended from the future tenders of NIT Rourkela as decided by the competent authority.

- h. If required, negotiation will be held with L-1 tenderer only. However, all the tenderers may be required to explain /justify the basis of their quoted price as and when asked for. In case, any tenderer fails to justify his quoted price or refuses to co-operate in this regard, the bid shall be disqualified and the bids shall not be considered during retendering.

8. Make in India (MII)

In case the bidder is a Class-I / Class-II in line with the Public Procurement (Preference to Make in India) Order 2017 No. P45021/2/2017-PP (BE-II) dated 04 Jun 2020 as amended from time to time, there shall be a preference to local suppliers towards preference to make in India. A Self Declaration Certificate regarding “Class-I/Class-II” for the tendered items as per the **Annexure – VI** is to be submitted by the bidder.

As per the OM of Department of Promotion for Industry and Internal Trade No. P-45021/102/2019-BE-II-Part (1) dated: 04.03.2021. The bidders can't claim themselves as Class-I local suppliers/Class-II local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.

- a. ‘Local Content’ means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of imported content in the item (including all custom duties) as a proportion of the total value, in percent.
- b. ‘Class-I local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under this order.
- c. ‘Class-II local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has minimum local content of 20% but less than 50%, as defined under this order.
- d. ‘Non-local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20%, as defined under this order.
Complaint redressal mechanism: In case any complaint received by the procuring agency or the concerned Ministry/Department against the claim of a bidder regarding local content/domestic value addition in an electronic product, the same shall be referred to STQC.
- e. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in an electronic product to STQC. If no information is furnished by the bidder, such laboratories may take further necessary action, to establish the bonafides of the claim.
- f. A complaint fee of Rs. 2 lakh or 1% of the value of the domestically manufactured products being procured (subject to a maximum of Rs.5 lakh), whichever is higher, to be paid by Demand Draft to be deposited with STQC. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

False declarations will be in breach of the 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.

9. Purchase Preference to Make in India

- a. Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to ‘Class-I local supplier’ in procurements undertaken by procuring entities in the manner specified here under.
- b. In the procurements of goods or works which are divisible in nature, the Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c. In the procurements of goods or works, which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference (L1+ 20%), and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- d. "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.
- e. **Margin of Purchase Preference: The margin of purchase preference shall be 20%.**

10. Purchase Preference to Micro and Small Enterprises (MSEs)

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

- i. In case L1 is not an MSE and MSEs quoting price within the band of L1+15% shall also be allowed to supply a portion of requirement by matching their price to L1 price in a situation where L1 price is from someone other than an MSE. Such MSEs shall be allowed to supply at least 25% of total tendered value in case of divisible item (or 100% in case order quantity is not divisible).
- ii. In case L1 is not an MSE and there is more than one MSE within the range of L1+15%, only the lowest MSE shall be considered for 25% order in case of divisible item (or 100% in case order quantity is not divisible), subject to matching the L1 prices. Only on refusal of such lowest MSE to accept L1 price, second lowest MSE within the range of L1+15%, shall be considered. This process shall be continued till a MSE in the range accepts the L1 price or the MSEs in the L1+15% range are exhausted. In case no MSE accepts the L1 price or there is no MSE available, in L1+15% range, then the order shall be placed without applying this principle.

SECTION – II: COMMERCIAL TERMS AND CONDITIONS

1. Code of Integrity

All bidders are required to adhere to the Code of Integrity for Public Procurement in accordance with the regulations issued by the Government of India. Any violation of this code may lead to punitive actions, including contract cancellation, banning, blacklisting, or other actions initiated by NIT Rourkela as per extant rules.

2. Inspection and Site Visit

The Tenderer is encouraged to conduct a site visit and thorough inspection of the project site before submitting the tender. The Tenderer shall make arrangements with the Employer/Client to visit the site at a mutually agreed time prior to the tender submission deadline. All costs associated with the site visit, including travel and accommodation, shall be borne by the Tenderer. Upon receiving the PO, the successful bidder should immediately visit NIT Rourkela for the suitability of the Open source metal 3D Printer and for advice on installation.

3. Prices

The price should be quoted in net per unit and must include all packing, delivery, installation, commissioning, demonstration, training and all charges required to set up the Equipment at CRF, NIT Rourkela.

If, in the price structure quoted for the required goods, there is a discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail, and the total price corrected accordingly.

If there is an error in a total corresponding to the addition or subtraction of the sub-totals, the sub-total shall prevail, and the total shall be corrected.

4. Payments

Unless otherwise stipulated in the Purchase Order, the NITR shall make payment within thirty (30) Days of the later of:

- a. 100% payment shall be made against successful delivery, installation, commissioning, training and acceptance of the goods to NITR as confirmed by the consignee, endorsed by the indenter and approved by the indenters' Head of Department / Section.
- b. Receipt of shipping documents and any other documents specified in the Contract; and Receipt of the original tax invoice issued by the Contractor.
- c. Original Tax invoices (in triplicate) shall be in original and shall contain the NITR Purchase Order number, and a description, the quantities, unit and total price(s) of the Goods delivered. The currency of the invoice and payment shall be as specified in the Purchase Order.
- d. Payments shall be made in the currency stated in the Contract / PO, on the basis of the equivalent value of INR on the day of payment and paid directly into the nominated bank account.
- e. The NITR shall not pay any charge for late payments.
- f. No advance payment of any type (Mobilization, secured advances etc.), shall be made by the Institute to the contractor.

5. Delivery period

The goods are required to be delivered and successfully installation & commissioning at CRF NIT, Rourkela within **120 days** from the date of placement of Purchase Order under the risk and arrangement of the bidder and offers with delivery beyond the above period shall be treated as unresponsive. In case the delivery time is higher, the same must be mentioned clearly in the quotation.

6. Delivery and take-over of goods

The Contractor shall deliver the Goods at the Place(s) of Delivery. On behalf of the NIT Rourkela, a duly authorized representative(s), shall take-over the Goods upon delivery. Take-over of the Goods by the NITR shall not be deemed acceptance of the Goods by the NITR. The time of delivery as specified in the Contract / PO shall be strictly adhered to, and time shall be of the essence.

7. Installation, Demonstration and Training

The supplier is required to install, demonstrate and provide the training of the Metal 3D Printer within **four weeks** of the arrival of materials at the NIT Rourkela site of installation, otherwise the penalty clause will be the same as per the supply of materials.

In case of any mishappening / damage to the items and supplies during the carriage of supplies from the origin of equipment to the place of installation, the supplier has to replace it with new equipment/supplies immediately at his own risk and cost. Supplier will settle his claim with the insurance company as per his convenience. NIT Rourkela shall not be liable to any type of losses in any form.

8. **Application Specialist:** The Tenderer should mention in the Technical bid the availability and names of Application specialist and Service Engineers in the nearest regional office.
9. **Spares:** The supplier is required to provide state of availability of spares for ten years, if required.

10. Packing

- a. The Goods shall be packed and marked in a proper manner and in accordance with the Contract and any statutory requirements and any requirements of the carrier(s). In particular, the Goods shall be marked with the NITR Purchase Order number and the net, gross and tare weights, the name of the contents shall be clearly marked on each container and all containers of hazardous goods (and all documents relating thereto) shall bear prominent and adequate warnings.
- b. The Contractor shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and the absence of appropriate handling facilities at all points in transit.
- c. All packaging materials shall be non-returnable.

11. Delivery and Documents

Delivery of the goods should be made within 120 days from the date of the issue of Purchase Order. Within 24 hours of shipment, the supplier shall notify the purchaser and the insurance company by email of the full details of the shipment, including contract number, railway receipt number/ AAP, etc. and date, description of goods, quantity, name of the consignee, invoice, etc. The supplier shall mail the following documents to the purchaser, with a copy to the insurance company:

- a. 2 Copies of the Supplier Tax Invoice showing contract number, goods' description, quantity, Unit price, total amount;
- b. Insurance Certificate, if applicable;
- c. Manufacturer's/Supplier's warranty certificate, if applicable;
- d. Inspection Certificate issued by the nominated inspection agency, if any;
- e. Supplier's factory inspection report; and
- f. Two copies of the packing list identifying the contents of each package.

The above documents should be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

12. Warranty

- a. The Contractor warrants that the Goods furnished under the Contract conform to the technical specifications, description and standards specified in the Contract, and are new and unused, and free from defects in design, workmanship and/or materials.
- b. The Contractor shall provide a comprehensive warranty for the Goods for a period of **five (05) year** from the date of acceptance of the Goods by the NITR, unless the standard manufacturer's warranty period is longer in which case the longer period shall apply.

13. Liquidated Damages

The liquidated damages shall be levied, for delay in supply beyond the contractual delivery date at the rate of 0.5% per week of delay or part thereof on delayed supply of goods and / or services until actual

delivery or performance subject to a maximum of 10% of the contract price of the equipment the delivery of which is delayed, for each month or part of a month.

14. Acquaintance with Local Conditions and Factors

The Bidder, at his own cost, responsibility, and risk, is encouraged to visit, examine, and familiarize himself with all the site/ local conditions and factors. The Bidder acknowledges that before the submission of the bid, he has, after a complete and careful examination, made an independent evaluation of the Site/ local conditions, the legal, environmental, infrastructure, logistics, communications and any other conditions or factors of which would have any effect on the price to be quoted by him or affecting performance/ completion of the contract.

All expenses incurred by the bidder in connection with obtaining information for submitting this tender including their sites visit or efforts in compiling the tender shall be borne by the bidder and no claims for reimbursement thereof shall be entertained.

Bidders shall themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time at relevant places. On such matters, the Procuring Entity shall have no responsibility and shall not entertain any request from the bidders in these regards.

15. Bid Validity

Bids shall remain valid for a period not less than **180 days** from the date of opening of technical bid. Bid valid for a shorter period shall be rejected as nonresponsive.

In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the Procuring Entity, the bid validity shall automatically be deemed to be extended up to the next working day.

In exceptional circumstances, before the expiry of the original time limit, the Procuring Entity may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically.

16. Modification, Resubmission and Withdrawal of Bids

Once submitted in e-Procurement, Bidder cannot view or modify his bid since it is locked by encryption. However, resubmission of the bid by the bidders for any number of times superseding earlier bid(s) before the date and time of submission is allowed. Resubmission of a bid shall require uploading of all documents, including financial bid afresh. The system shall consider only the last bid submitted as the valid bid.

No bid should be withdrawn after the deadline for the bid submission and before the expiry of the bid validity period. If a Bidder withdraws the bid during this period, the Procuring Entity shall be within its right to enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), in addition to other punitive actions as decided by Institute for such misdemeanour.

17. Cartel Formation / Pool Rates

Unless the Procuring Entity decides this to be a case of Cartel/ Pool Rates, if more than one bidder quote the same total evaluated price, then the Procuring Entity reserves its right to distribute unequal quantities among the bidders - excluding one or more bidders, based on considerations like performance/ financial capabilities, the distance of destination godowns from the location of the factories, production capacities, any extra features/ benefits offered etc.

If Procuring Entity decides this to be a case of Cartel/ Pool Rates, leading to “Appreciable Adverse Effect on Competition” (AAEC) as identified in Competition Act, 2002, as amended from time to time, it reserves its rights to:

- a. order any quantity on any one or more bidders without assigning any reason thereof.

And/ or

- b. consider it as a violation of the Code of Integrity and reject the bid(s) as nonresponsive in addition to other punitive actions as decided by Institute. In addition to such remedies, the Procuring Entity also reserves the right to refer the matter to the Competition Commission of India (CCI) for obtaining necessary relief. In addition, the attention of the bidders is drawn to Chapter VI of the “The Competition Act 2002”, which deals with Penalties. Such actions shall

be in addition to other rights and remedies available to the Procuring Entity under the contract and Law.

18. Price Negotiation

Usually, there shall be no price negotiations. However, the Procuring Entity reserves its right to negotiate with the lowest acceptable bidder (L-1), who is techno-commercially suitable for supplying bulk quantity and on whom the contract would have been placed but for the decision to negotiate.

19. Letter of Award (Acceptance – LoA)

The Bidder, whose bid has been accepted and documents verified (at the discretion of Procuring Entity), shall be notified of the award by the Procuring Entity before the expiration of the Bid-Validity period by written or electronic means. The Letter of Award (LoA) shall constitute the legal formation of the contract, subject only to the furnishing of performance security as per the provisions of the sub-clause below. The Procuring Entity, at its discretion, may directly issue the contract subject only to the furnishing of performance security, skipping the issue of LoA.

20. Performance Security / Security Deposit

Successful bidder will have to deposit **5% of tender contract value** after AOC drawn, within 15 days through ONLINE mode using NET-BANKING / NEFT / RTGS / IMPS or payment online in an acceptable form. Performance Security will remain valid for period of 60 days beyond the date of completion of all contractual obligations of the suppliers including warranty obligation. Earnest Money Deposit (EMD) shall be returned the after submission of PS / SD, in case of award of contract to the successful bidder.

SECTION – III: GENERAL TERMS AND CONDITIONS

21. Definitions

1. **Approved** means approved in writing, including confirmation of previous verbal approval.
2. **Competent Authority** means the Director, NIT Rourkela or any officer authorized in this regard.
3. **Contract** means the Invitation to Tender, Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, Scope of Work showing approximate quantities, tender submitted by the tenderer including his price offer, Performance Guarantee Bond and other Bonds, Letter of Acceptance, Work Order and any communication having the effect of amendment of the contract, and the contract agreement, unless otherwise specified.
4. **Contract Rate / Price** means the sum named in the tender that has been accepted subject to such additions thereto or deductions therefrom as may be made during the tender evaluation or thereafter.
5. **Contractor or Agency or Firm or Company** means “The Tenderer” whose tender has been accepted and includes the Contractor’s authorized representative, successors, permitted assignees and legal heirs.
6. **Director** means and includes the Director of NIT Rourkela or his authorized representative.
7. **Duration of Contract / Contract Validity** means the period stipulated in the contract or work order and includes any extended period thereof, if any made through a written communication.
8. **NITR** means National Institute of Technology, Rourkela represented through an authorized officer for this contract or Director as the case may be.
9. **Authorized officer / Representative** means and includes Asst. Registrar, Deputy Registrar, Registrar, Dean and Warden, HOD of NIT authorized or designated for this contract.
10. **Institute** means National Institute of Technology Rourkela. (in short NITR).
11. **Notice in writing or written notice** including notice in digital mode means a notice in written, typed, or printed characters sent or emailed (unless delivered personally or otherwise proved to have been received) by registered post/courier (with POD) to the notified address or the Registered office of the addressee, or the contractor’s site office and shall be deemed to be sufficient service if so sent or left at that address.
12. **Terms and Conditions** means the General terms and Conditions of the Contract (GCC) herein mentioned and other stipulations incorporated in any part of the tender document and/or agreement.
13. **Tender** means an offer against enquiry/advertisement/Notice Inviting Tender submitted by the tenderer in a single part or multiple parts like Techno-commercial part, price bid part.
14. **Tenderer** means and includes the person or firm or company who has submitted a valid tender and also includes its authorized representatives, heirs, executors, administrators, successors, and assignees as approved by the employer.
15. **Work** means all work given in the Scope of Work in the tender documents and includes any associated work required for the fulfillment of the Scope of Work and as set forth and required by the specifications and such additional instructions issued from time to time during the progress of the work.

22. Contract Documents

1. Documents mutually explanatory: The several documents forming the contract are to be taken as mutually obligatory of one another, and interpreted harmoniously, and in case of ambiguities or discrepancies, the same shall be clarified by NIT who shall thereupon issue to the contractor instructions / directions indicating the manner in which the work is to be carried out.
2. Further instructions: The representative of NIT shall have full power and authority as delegated to him to issue to the contractor, from time to time during the progress of the work, such further instructions as shall be necessary for the purpose of proper and adequate execution of the work and the Contractor(s) shall carry out and be bound by such further instructions

23. Force majeure

On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof.

If the force majeure condition(s) mentioned above be in force for 120 days or more at any time, either party shall have the option to terminate the contract on expiry of 120 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract before such termination.

24. Assignment and Sub-contracting

1. The Contractor shall not assign, transfer, pledge or make other disposition of the Purchase Order or any part thereof or of any of the Contractor's rights, claims or obligations under the Purchase Order except with the express written consent of the NITR. Any assignment made without such consent shall be void and of no effect.
2. The NITR may require the Contractor to furnish particulars of the proposed subcontract as the NITR deems necessary. The NITR's approval of any subcontracting shall not relieve the Contractor from any liability or obligation under the Contract. In any subcontract, the Contractor agrees to bind the subcontractor by the same terms and conditions by which the Contractor is bound under the Contract / PO.

25. Termination of Default and Damages

1. The NITR shall have the right to terminate the Purchase Order or any of the provisions thereof at any time by serving a three days' notice to the Contractor.
2. If due to reasons attributable to the Contractor, the Contractor fails or refuses to:
 - a. deliver any or all of the Goods under the Purchase Order.
 - b. comply with any or all of the terms and conditions set out in the Purchase Order; or
 - c. deliver any or all of the Goods under the Purchase Order on or before the Delivery Date; the NITR may hold the Contractor in default under the Purchase Order.
3. When the Contractor is thus in default, the NITR may, by written notice to the Contractor, immediately terminate the Purchase Order in whole or in such part or parts thereof in respect of which the Contractor is in default.
4. The NITR may, at its discretion, impose penalties upon the Contractor calculated in accordance with clause 9 of Section - II for each Day the Contractor is late in delivering the Goods past the Delivery Date initially specified in the Purchase Order.
5. If the Contractor does not remedy its default within the period accorded under clause 9 of Section - II, the NITR may, by written notice to the Contractor, terminate the Purchase Order with immediate effect.
6. Upon any termination of the Purchase Order, in whole or such part(s) thereof in respect of which the Contractor is in default, the NITR may engage another contractor to deliver the Goods and recover any difference in price and any additional costs from the Contractor.
7. The Contractor shall indemnify the NITR for all losses, charges, costs and expenses, which the NITR may suffer or incur as a result the Contractor's default, including those resulting from engaging another contractor pursuant to this clause.

26. Discretion and Confidentiality

The Contractor is required to exercise the utmost discretion in all matters relating to the Contract / Purchase Order. Unless required in connection with the performance of the Purchase Order or expressly authorized in writing by the NITR, the Contractor shall not disclose at any time to any third party any information which has not been made public and which is known to the Contractor by reason of its association with the NITR. The Contractor shall not, at any time, use such information to any private advantage. These obligations do not lapse upon any completion, expiration, cancellation or termination of the Contract / PO.

27. **Fall Clause:** In case the supplier supplies or quoted the same product at a lower rate to other Governments, public sector or private organizations, the supplier would reimburse the excess to NIT Rourkela.

28. **Acceptance and Rejection of Bids**

The Committee or the Institute reserves the rights to cancel / reject any or all bids, or cancel the tender process, or issue another identical tender for similar service without assigning any reason thereof.

29. **Arbitration**

All disputes or differences of any kind whatsoever arising out of or in connection with the contract work during the subsistence of the contract or otherwise, shall be governed by the provisions of ARBITRATION AND CONCILIATION ACT, 1966 and any statutory rules/amendments thereof.

30. **Jurisdiction and Right to Amend Rules**

1. The Institute reserves the right to amend the rules whenever and wherever considered necessary & appropriate. The same shall be intimated to the firm in due course of time which shall be final and binding on the firm.
2. The Institute rules shall be binding for the execution of the contract. If differences persist ever after arbitration & there are compelling reasons to go to the court, it will be decided in the Courts having jurisdiction over Rourkela.

**Supply, Installation, Demonstration and Training for Set up of Open source metal 3D Printer at
CRF, National Institute of Technology, Rourkela, Odisha – 769008**

SL No	Description	
1	Technology	I. The machine shall use Powder Bed Fusion or melting. II. The machine shall be capable of delivering metal parts direct from Computer Aided Design (CAD) data/model.
2	Build Envelope	150 X 150 X 100 mm ³ or Higher
3	Build Parameter	I. Minimum layer thickness: 20 µm II. Laser scan speed: up to 10 m/s III. Laser beam diameter should be editable (minimum 50 micron). IV. All other 3D Printing and laser parameters should be completely open and editable.
4	Machine capability	I. Machine should be capable to build minimum wall thickness/feature of 150 µm or lower. II. Surface roughness of as printed part: ~ 10 µm.
5	Material deposition	Material Deposition by re-coater blade
6	Normal Operating Environment	I. Temperature range: 10-50 °C II. Humidity range: 20-95%
7	Power supply	I. 230V or 415 V, Frequency- 50/60 Hz. II. NIT Rourkela will provide three phase and single phase power supply up to the installation room. All the critical power ratings should be mentioned clearly. III. The supplier should provide high voltage cable from the nearest power source to the equipment.
8	Laser optical system	I. Laser power: 400 W or more II. Number of laser: 01 or more III. Wavelength of laser range: 900-1200 nm (fiber laser). IV. Laser beam delivery through galvo system/ appropriate lens.- need to be mention (Focal length range: 350-800 mm) V. Supplier must provide the manufacturer name and make of the laser source. VI. Laser power monitoring and laser measurement system should be included. VII. For cooling of the laser, either a water-cooled or an air-cooled system should be provided. VIII. Laser and its components should be CE/ISO certified or of equivalent quality. IX. 5 years of onsite warranty should be provided to Laser optical system and related accessories.
9	Build area monitoring features	I. Temperature monitoring system to monitor build plate temperature, chamber temperature, Laser power, and temperature monitoring. II. Oxygen monitoring, Powder melting rate. III. Automatic powder level detection, Automatic error indication for quick error identification. IV. Pause and restart during the printing from same layer during power failure.

SL No	Description	
10	Positional Accuracy and repeatability	For accurate movement of the axes, positional accuracy should not be more than +/- 50 microns as per ISO 2768-1 or DIN standard or equivalent.
11	Software	<ul style="list-style-type: none"> I. The software for generating printable file should accept STL/OBJ/STEP/DXF/AMF/3MF files. II. Scaling, rotation, Sizing and other Boolean operations should be available in the software. III. The software should capable of build time estimation, part orientation, automatic support structure generation, support modification and part optimization for part placement. IV. Virtual layer data should be visualized. V. Automatic repair of faulty edges, surfaces of digital (STL/STEP/OBJ etc.) file for the generation of printable file. VI. Software should have option to edit all the 3D Printing parameters required for printing. VII. Software should be compatible to Windows 10 or above. VIII. Separate perpetual licenses, at least ten numbers, should be provided for the software, if it is not available in open source. In case of upgradation, of the operating system, all the compatible software must be supplied without any extra charges.
12	Printing Method	<ul style="list-style-type: none"> I. The machine should print the part directly from the 3D CAD file through layer by layer manufacturing process by melting the metallic powder through laser power. II. The machine should be compatible to operate in both argon and nitrogen inert environment. Purity of the gas and details are to be provided by the bidder. III. Powder reservoir volume should be flexible as per the part size to be printed. The machine should have flexibility to work with a powder height in the reservoir upto 1.5 times of the height of the part to be printed.
13	Printing Materials	<ul style="list-style-type: none"> I. Machine should be capable to print both reactive and non-reactive materials without any change in the hardware or upgradation in the Printer. II. Machine should have capability to print the following metal/metal alloys: AISI10mg, Stainless steel 316L, Maraging Steel, Tool Steel, 17-4 PH, Inconel 718/625/625, Titanium, Titanium alloys, Copper alloys, Nickel and Nickel based alloys, Cobalt L605, Co-Cr-Mn, mixture of metal powders, mixture of metal powder and ceramic powders. III. The printer should be compatible to powder with particle size 10 µm to 50 µm or more. IV. The printer should be compatible with the third party open-source materials and tailor made standard powder materials without void of warranty clause(s). V. The bidder shall specify the qualified materials, respective suitable printing parameters and material properties by attaching material technical data sheets without any additional charge.

SL No	Description	
14	Warranty	<p>The machine and the Laser optical system should be covered with a comprehensive warranty of five years from the manufacturer of all parts including spares from the date of completion of commissioning.</p> <p>The comprehensive Warranty should cover :</p> <ol style="list-style-type: none"> I. All parts including accessories, spares, Travel and labour on site. II. Free maintenance and service on-site or at the factory with no cost. III. All other consumables required during the operation. IV. Regular up-gradation of software. V. Warranty Certificate must be attached.
15	Safety features	<ol style="list-style-type: none"> I. Build chamber secure locking. II. Automated Powder handling method. Safety against the laser exposure. III. Noise level shall be as per CE norms. IV. The machine should satisfy international Laser safety standards. V. Safety features to safeguard the movement of build platform. VI. Auto stop due to material overflow. VII. Emergency stop. The equipment should have equipped with safety alarms and system diagnostics. VIII. The equipment must have industrial safety standard on the installation site.
16	Mandatory Accessories	<ol style="list-style-type: none"> I. Powder Sieving Station: 01 No (Ultrasonic Sieving systems which can operate in reactive and non-reactive applicable material should be provided in inert environment. II. Suitable Vacuum cleaner or wet separator: 01 No III. Fire safety powder storage cabinet/unit of minimum 45 gallon- 01 No IV. Online UPS 20 KVA with minimum 60 minutes of back up: 01 No V. Suitable Air compressor: 01 No <ul style="list-style-type: none"> • It should have minimum 5 HP of power. • It should be air cooled. • Discharge pressure: 10 bar. • Capacity: 210 L VI. Argon gas cylinder (two Numbers) with changeover facility. VII. Nitrogen gas cylinder: 02 Nos VIII. “Suitable vertical band saw with one set of saw blade capable to cut Steel alloys, Ti-alloys and Ni-alloys as per the materials mentioned in point 13 (II) and surface grinder for smoothening the build plate” or “suitable processing tools” to separate the printed part and smoothening the build plate (magnetic and non-magnetic): 01 No IX. Suitable Automatic sand blasting / shot peening with required tools for post processing: 01 No X. Heat treatment muffle furnace with facility of controlled inert atmosphere for stress relieving: 01 No XI. Suitable workstation for pre-processing: Intel Core i7 (13th generation or above) (32 GB DDR5/1 TB SSD/Windows 11 Home/4GB GDDR6 graphics card (Ge-Force)/29 Inch Screen/) with MS Office with keyboard and mouse. XII. Build Plates (150 mm x 150 mm x 10 mm): 10 No (Stainless Steel (AISI 304): 06, Titanium/Ti6Al4V: 02, Aluminum/Al-alloy: 02)

SL No	Description	
		<p>XIII. Cleaning kits for optics and other sub systems - 1 No</p> <p>XIV. Re-coater /roller assembly for printable powders- 50 No</p> <p>XV. Complete user manual, service manual, and safety manual in English language (both hard copy and soft copies): 02 No</p> <p>XVI. Safety equipment like hand gloves, goggles, nitrile gloves, N95 masks, positive pressure masks, 3M safety PPE Kits, standard tool kits with suitable hand tools are to be provided by supplier.</p> <p>XVII. Supply of printing Materials: SS316: 40 kg, AISi10Mg: 20 Kg, Ti-6Al-4V: 20 Kg, CP-Ti: 20 Kg, IN718: 20 Kg,</p> <p>XVIII. Supply of one number of ceramic printing facility capable of printing open source ceramic materials.</p>
17	Installation, commissioning and Training	<p>Installation & commissioning:</p> <p>I. Installation and commissioning of the equipment must be done by the supplier.</p> <p>II. Supplier must inform all the required infrastructure like power supply, water, electrical connection etc. including the power backups.</p> <p>III. Supplier must supply the required space details with overall dimension and detailed layout with foundation details, if any for accommodating the equipment and necessary accessories.</p> <p>IV. NIT Rourkela will provide the suitable room for 3D Printer.</p> <p>Training:</p> <p>I. Training must include classroom and operational training related to both machine and software for Technical staff/students of NIT Rourkela.</p> <p>II. Supplier must provide at least 5 days of training during commissioning on pre-processing, part printing, post-processing, maintenance, safety of equipment, powder handling procedures and operations through expert engineers.</p>
18	Supply and availability of Spares	<p>I. The supplier must have capability for uninterrupted supply of spares, and accessories for a period of 10 years (120 months) from the date of acceptance to avoid any operational problem due to obsolesce or/ any other reasons.</p> <p>II. The supplier should ensure the availability of spare parts for at least 10 years, a letter should be submitted from OEM.</p>
19	Delivery Period	120 days from the date of Purchase order placement. Inclusive Installation and Commissioning of the 3D printer.

SL No	Description	
20	Installation in India	<ol style="list-style-type: none"> I. The Bidder must be authorized partner of their original equipment manufacturer (OEM) or shall be authorized on behalf of their OEM. II. Letter of Authorization from OEM on the same and specific to the tender should be enclosed. III. Installation, complete interfacing of the system with its subsystems, and commissioning are to be carried out by the vendor's factory-trained engineers, followed by a demonstration of the system's performance to the user's complete satisfaction. IV. An estimated time schedule for installation, commissioning and training must be provided. V. The bidder/OEM must have successfully commissioned at least five numbers of metal 3D Printers in last 5 years in the premier institutions of India such as IIT's/ NIT's/IISER's/IISc/ CFTI's/PSU's/ Government institutions etc. The installed reference metal printers should be running condition. VI. Proof in this regard with contact details of the user should be provided. All certificates should be attached in the technical bid to evaluate the credibility of the bidder. VII. Certifications required from manufacturer/bidder: ISO, and CE certificate of the instrument. VIII. All the necessary items and accessories for making the machine fully functional should be supplied. IX. The bidder should mention the OEM/Supplier name in the bid if any machine subsystem is sourced from a third party. X. A copy of the PO and end-user details should be provided for verification of the Performance of the supplied equipment. The purchase and technical committee may contact the existing users to seek feedback on performance and services. XI. Bidder must have obtained appreciation/satisfactory report duly signed by the user with seal along with the technical bid, otherwise bid is liable to be rejected.
21	On-site Maintenance, After Sales Service Facility and Downtime call attendance	<ol style="list-style-type: none"> I. Supplier should clearly mention about their service set up in India for prompt service support. Direct service support from the company in India is must. Bidder must share details of concern service persons available in India. II. The OEM and or their Indian representative must have sufficient qualified and factory trained service engineer in India to be able to attend to service at NIT-Rourkela within 24-72 hours on submitting a complaint. III. During the warranty period, only factory-trained and certified engineers are acceptable to attend the service. IV. Furthermore, the Principal Company / OEM must have at least 10 years of continuous presence. The proof of the same should be attached. V. If the supplier fails to provide the service during the warranty period, then NITR may revoke the Performance Security and / extending the warranty period equivalent to the number of non-functional days.

SL No	Description	
22	Pre-Installation Requirement	Necessary pre-installation advice should be sent immediately after the placement of the purchase order. Upon receiving the PO, the successful bidder should immediately visit NIT Rourkela for suitability of the Plant site and advice.
23	Product Catalogue	Firm should submit detailed specification and product catalogue.
24	Quotation	The offer must be in Indian Rupees. Validity should be minimum 180 days.
25	AMC	Supplier should quote separately AMC for 2 years after the completion of five years comprehensive warranty. The supplier should mention the tentative yearly AMC price breakdown considering the rise of inflation and other factors.
26	Bidder Turnover	Bidder's Financial Turnover should be more than ₹ 10 Crore per annum in the preceding three years.
27	Defective equipment	<p>I. If any of the equipment supplied by the Tenderer is found to be substandard, refurbished, un-merchantable or not in accordance with the description/specification or otherwise faulty, the committee will have the right to reject the equipment or its part. The prices of such equipment shall be refunded by the Tenderer with 18% interest if such payments for such equipment have already been made.</p> <p>II. All damaged or unapproved goods shall be returned at suppliers cost and risk and the incidental expenses incurred thereon shall be recovered from the supplier.</p> <p>III. Defective part in equipment, if found before installation and/or during warranty period, shall be replaced within 45 days on receipt of the intimation from this office at the cost and risk of supplier including all other charges.</p> <p>IV. In case supplier fails to replace above item as per above terms & conditions, NIT, Rourkela may consider "Banning" the supplier</p>
28	Pre-Qualification Criteria	Bidder/OEM should not be suspended, blacklisted, debarred from any Central Govt., State Govt. & PSU organization/ Institution in last 5 years.

COMPLIANCE SHEET

Sl No	Description		Compliance (YES/NO)
1	Technology	I. The machine shall use Powder Bed Fusion or melting. II. The machine shall be capable of delivering metal parts direct from Computer Aided Design (CAD) data/model.	
2	Build Envelope	150 X 150 X 100 mm ³ or Higher	
3	Build Parameter	I. Minimum layer thickness: 20 µm II. Laser scan speed: up to 10 m/s III. Laser beam diameter should be editable (minimum 50 micron). IV. All other 3D Printing and laser parameters should be completely open and editable.	
4	Machine capability	I. Machine should be capable to build minimum wall thickness/feature of 150 µm or lower. II. Surface roughness of as printed part: ~ 10 µm.	
5	Material deposition	Material Deposition by re-coater blade	
6	Normal Operating Environment	I. Temperature range: 10-50 °C II. Humidity range: 20-95%	
7	Power supply	I. 230V or 415 V, Frequency- 50/60 Hz. II. NIT Rourkela will provide three phase and single phase power supply up to the installation room. All the critical power ratings should be mentioned clearly. III. The supplier should provide high voltage cable from the nearest power source to the equipment.	
8	Laser optical system	I. Laser power: 400 W or more II. Number of laser: 01 or more III. Wavelength of laser range: 900-1200 nm (fiber laser). IV. Laser beam delivery through galvo system/ appropriate lens.- need to be mention (Focal length range: 350-800 mm) V. Supplier must provide the manufacturer name and make of the laser source. VI. Laser power monitoring and laser measurement system should be included. VII. For cooling of the laser, either a water-cooled or an air-cooled system should be provided. VIII. Laser and its components should be CE/ISO certified or of equivalent quality. IX. 5 years of onsite warranty should be provided to Laser optical system and related accessories.	
9	Build area monitoring features	I. Temperature monitoring system to monitor build plate temperature, chamber temperature, Laser power, and temperature monitoring. II. Oxygen monitoring, Powder melting rate. III. Automatic powder level detection, Automatic error indication for quick error identification. IV. Pause and restart during the printing from same layer during power failure.	
10	Positional Accuracy and repeatability	For accurate movement of the axes, positional accuracy should not be more than +/- 50 microns as per ISO 2768-1 or DIN standard or equivalent.	

Sl No	Description		Compliance (YES/NO)
11	Software	<ul style="list-style-type: none"> I. The software for generating printable file should accept STL/OBJ/STEP/DXF/AMF/3MF files. II. Scaling, rotation, Sizing and other Boolean operations should be available in the software. III. The software should capable of build time estimation, part orientation, automatic support structure generation, support modification and part optimization for part placement. IV. Virtual layer data should be visualized. V. Automatic repair of faulty edges, surfaces of digital (STL/STEP/OBJ etc.) file for the generation of printable file. VI. Software should have option to edit all the 3D Printing parameters required for printing. VII. Software should be compatible to Windows 10 or above. VIII. Separate perpetual licenses, at least ten numbers, should be provided for the software, if it is not available in open source. In case of upgradation, of the operating system, all the compatible software must be supplied without any extra charges. 	
12	Printing Method	<ul style="list-style-type: none"> I. The machine should print the part directly from the 3D CAD file through layer by layer manufacturing process by melting the metallic powder through laser power. II. The machine should be compatible to operate in both argon and nitrogen inert environment. Purity of the gas and details are to be provided by the bidder. III. Powder reservoir volume should be flexible as per the part size to be printed. The machine should have flexibility to work with a powder height in the reservoir upto 1.5 times of the height of the part to be printed. 	
13	Printing Materials	<ul style="list-style-type: none"> I. Machine should be capable to print both reactive and non-reactive materials without any change in the hardware or upgradation in the Printer. II. Machine should have capability to print the following metal/metal alloys: AlSi10mg, Stainless steel 316L, Maraging Steel, Tool Steel, 17-4 PH, Inconel 718/625/625, Titanium, Titanium alloys, Copper alloys, Nickel and Nickel based alloys, Cobalt L605, Co-Cr-Mn, mixture of metal powders, mixture of metal powder and ceramic powders. III. The printer should be compatible to powder with particle size 10 µm to 50 µm or more. IV. The printer should be compatible with the third party open-source materials and tailor made standard powder materials without void of warranty clause(s). V. The bidder shall specify the qualified materials, respective suitable printing parameters and material properties by attaching material technical data sheets without any additional charge. 	

Sl No	Description		Compliance (YES/NO)
14	Warranty	<p>The machine and the Laser optical system should be covered with a comprehensive warranty of five years from the manufacturer of all parts including spares from the date of completion of commissioning.</p> <p>The comprehensive Warranty should cover :</p> <ol style="list-style-type: none"> All parts including accessories, spares, Travel and labour on site. Free maintenance and service on-site or at the factory with no cost. All other consumables required during the operation. Regular up-gradation of software. Warranty Certificate must be attached. 	
15	Safety features	<ol style="list-style-type: none"> Build chamber secure locking. Automated Powder handling method. Safety against the laser exposure. Noise level shall be as per CE norms. The machine should satisfy international Laser safety standards. Safety features to safeguard the movement of build platform. Auto stop due to material overflow. Emergency stop. The equipment should have equipped with safety alarms and system diagnostics. The equipment must have industrial safety standard on the installation site. 	
16	Mandatory Accessories	<ol style="list-style-type: none"> Powder Sieving Station: 01 No (Ultrasonic Sieving systems which can operate in reactive and non-reactive applicable material should be provided in inert environment. Suitable Vacuum cleaner or wet separator: 01 No Fire safety powder storage cabinet/unit of minimum 45 gallon- 01 No Online UPS 20 KVA with minimum 60 minutes of back up: 01 No Suitable Air compressor: 01 No <ul style="list-style-type: none"> It should have minimum 5 HP of power. It should be air cooled. Discharge pressure: 10 bar. Capacity: 210 L Argon gas cylinder (two quantities) with changeover: 01 No. Nitrogen gas cylinder: 02 No “Suitable vertical band saw with one set of saw blade capable to cut Steel alloys, Ti-alloys and Ni-alloys as per the materials mentioned in point 13 (II) and surface grinder for smoothening the build plate” or “suitable processing tools” to separate the printed part and smoothening the build plate (magnetic and non-magnetic): 01 No Suitable Automatic sand blasting / shot peening with required tools for post processing: 01 No Heat treatment muffle furnace with facility of controlled inert atmosphere for stress relieving: 01 No Suitable workstation for pre-processing: Intel Core i7 (13th 	

Sl No	Description		Compliance (YES/NO)
		<p>generation or above) (32 GB DDR5/1 TB SSD/Windows 11 Home/4GB GDDR6 graphics card (Ge-Force)/29 Inch Screen/) with MS Office with keyboard and mouse.</p> <p>XII. Build Plates (150 mm x 150 mm x 10 mm): 10 No (Stainless Steel (AISI 304): 06, Titanium/Ti6Al4V: 02, Aluminum/Al-alloy: 02)</p> <p>XIII. Cleaning kits for optics and other sub systems - 1 No</p> <p>XIV. Re-coater /roller assembly - 50 No</p> <p>XV. Complete user manual, service manual, and safety manual in English language (both hard copy and soft copies): 02 No</p> <p>XVI. Safety equipment like hand gloves, goggles, nitrile gloves, N95 masks, positive pressure masks, 3M safety PPE Kits, standard tool kits with suitable hand tools are to be provided by supplier.</p> <p>XVII. Supply of printing Materials: SS316: 40 kg, AISi10Mg: 20 Kg, Ti-6Al-4V: 20 Kg, CP-Ti: 20 Kg, IN718: 20 Kg,</p> <p>XVIII. Supply of one number of ceramic printing facility capable of printing open source ceramic materials.</p>	
17	Installation, commissioning and Training	<p>Installation & commissioning:</p> <p>I. Installation and commissioning of the equipment must be done by the supplier.</p> <p>II. Supplier must inform all the required infrastructure like power supply, water, electrical connection etc. including the power backups.</p> <p>III. Supplier must supply the required space details with overall dimension and detailed layout with foundation details, if any for accommodating the equipment and necessary accessories.</p> <p>IV. NIT Rourkela will provide the suitable room for 3D Printer.</p> <p>Training:</p> <p>I. Training must include classroom and operational training related to both machine and software for Technical staff/students of NIT Rourkela.</p> <p>II. Supplier must provide at least 5 days of training during commissioning on pre-processing, part printing, post-processing, maintenance, safety of equipment, powder handling procedures and operations through expert engineers.</p>	
18	Supply and availability of Spares	<p>I. The supplier must have capability for uninterrupted supply of spares, and accessories for a period of 10 years (120 months) from the date of acceptance to avoid any operational problem due to obsolesce or/ any other reasons.</p> <p>II. The supplier should ensure the availability of spare parts for at least 10 years, a letter should be submitted from OEM.</p>	
19	Delivery Period	120 days from the date of Purchase order placement. Inclusive Installation and Commissioning of the 3D printer.	
20	Installation in India	<p>I. The Bidder must be authorized partner of their original equipment manufacturer (OEM) or shall be authorized on behalf of their OEM.</p> <p>II. Letter of Authorization from OEM on the same and specific to the tender should be enclosed.</p> <p>III. Installation, complete interfacing of the system with its subsystems, and commissioning are to be carried out by the vendor's factory-trained engineers, followed by a demonstration of the system's performance to the user's</p>	

Sl No	Description		Compliance (YES/NO)
		<p>complete satisfaction.</p> <p>IV. An estimated time schedule for installation, commissioning and training must be provided.</p> <p>V. The bidder/OEM must have successfully commissioned at least five numbers of metal 3D Printers in last 5 years in the premier institutions of India such as IIT's/ NIT's/IISER's/IISc/ CFTI's/PSU's/ Government institutions etc. The installed reference metal printers should be running condition.</p> <p>VI. Proof in this regard with contact details of the user should be provided. All certificates should be attached in the technical bid to evaluate the credibility of the bidder.</p> <p>VII. Certifications required from manufacturer/bidder: ISO, and CE certificate of the instrument.</p> <p>VIII. All the necessary items and accessories for making the machine fully functional should be supplied.</p> <p>IX. The bidder should mention the OEM/Supplier name in the bid if any machine subsystem is sourced from a third party.</p> <p>X. A copy of the PO and end-user details should be provided for verification of the Performance of the supplied equipment. The purchase and technical committee may contact the existing users to seek feedback on performance and services.</p> <p>XI. Bidder must have obtained appreciation/satisfactory report duly signed by the user with seal along with the technical bid, otherwise bid is liable to be rejected.</p>	
21	On-site Maintenance, After Sales Service Facility and Downtime call attendance	<p>I. Supplier should clearly mention about their service set up in India for prompt service support. Direct service support from the company in India is must. Bidder must share details of concern service persons available in India.</p> <p>II. The OEM and or their Indian representative must have sufficient qualified and factory trained service engineer in India to be able to attend to service at NIT-Rourkela within 24-72 hours on submitting a complaint.</p> <p>III. During the warranty period, only factory-trained and certified engineers are acceptable to attend the service.</p> <p>IV. Furthermore, the Principal Company / OEM must have at least 10 years of continuous presence. The proof of the same should be attached.</p> <p>V. If the supplier fails to provide the service during the warranty period, then NITR may revoke the Performance Security and / extending the warranty period equivalent to the number of non-functional days.</p>	
22	Pre-Installation Requirement	Necessary pre-installation advice should be sent immediately after the placement of the purchase order. Upon receiving the PO, the successful bidder should immediately visit NIT Rourkela for suitability of the Plant site and advice.	
23	Product Catalogue	Firm should submit detailed specification and product catalogue.	
24	Quotation	The offer must be in Indian Rupees. Validity should be minimum 180 days.	
25	AMC	Supplier should quote separately AMC for 2 years after the completion of five years comprehensive warranty. The supplier should mention the tentative yearly AMC price breakdown considering the rise of inflation and other factors.	
26	Bidder Turnover	Bidder's Financial Turnover should be more than ₹ 10 Crore per annum in the preceding three years.	

Sl No	Description		Compliance (YES/NO)
27	Defective equipment	<p>I. If any of the equipment supplied by the Tenderer is found to be substandard, refurbished, un-merchantable or not in accordance with the description/specification or otherwise faulty, the committee will have the right to reject the equipment or its part. The prices of such equipment shall be refunded by the Tenderer with 18% interest if such payments for such equipment have already been made.</p> <p>II. All damaged or unapproved goods shall be returned at suppliers cost and risk and the incidental expenses incurred thereon shall be recovered from the supplier.</p> <p>III. Defective part in equipment, if found before installation and/or during warranty period, shall be replaced within 45 days on receipt of the intimation from this office at the cost and risk of supplier including all other charges.</p> <p>IV. In case supplier fails to replace above item as per above terms & conditions, NIT, Rourkela may consider "Banning" the supplier</p>	
28	Pre-Qualification Criteria	Bidder/OEM should not be suspended, blacklisted, debarred from any Central Govt., State Govt. & PSU organization/ Institution in last 5 years.	

CHECK LIST FOR BIDDERS

Sl. No.	Particulars	Yes / No
1	Have you filled and signed the details and enclosed relevant documents?	
2	Have you read and understood various conditions of the tender and willing to abide by them?	
3	Have you submitted a tender fee of INR 2,500/- through online mode using NET-BANKING or payment online in an acceptable form?	
4	Have you submitted a EMD of INR 8,00,000/- through online mode using NET-BANKING or payment online in an acceptable form?	
5	Have you taken a print of all the sections & annexures of the tender in the prescribed paper size and signed on all pages of the tender document and submitted it in the e-Procurement module of the CPP Portal?	
6	Have you attached proof of having met the eligibility criteria?	
7	Have you attached a self-attested copy of the documents to show the financial status?	
8	Have you attached a copy of the registration certificate with Government bodies like Factory License, OEM authorization, IT, GST, EPFO, ESIC, Labour license, or Legal Entity?	
9	Have you attached a copy of the self-attested purchase order along with satisfactory supplied & installation report (as applicable) issued by the organizations / Govt. Departments or any other reputed PSUs?	
10	Have you attached all the supporting documents along with the technical bid as per clause no. 6 of Section – I?	
11	Have you attached the proof of authorization to sign on behalf of the Bidder?	
12	Has your techno-commercial bid been submitted as per the requirements of the tender?	
13	Is your Price Bid (BOQ) submitted as per the prescribed MS Excel format in the e-Procurement module of the CPP Portal?	
14	Have you submitted the tender documents in two parts with the respective cover in the e-Procurement module of the CPP Portal?	
15	Have you filled and signed the Tender Acceptance Letter (Annexure – III)	
16	Have you filled and signed the Self – Declaration for Non-Blacklisting (Annexure – IV)	
17	Have you filled and signed the Self-Declaration for Local Contents (Annexure – V)	
18	Have you filled and signed the Certificate By The Bidder for sharing land border (Annexure – VI)	
19	Have you filled and signed Integrity Pact (Annexure – VII)	

(On The Letter Head of the Bidder)

(TENDER ACCEPTANCE LETTER)

To

The Registrar,
National Institute of Technology Rourkela
Rourkela – 769008
Odisha

Sub: Acceptance of all the terms & conditions of tender.

Ref.: Supply, Installation, Demonstration and Training of Open Source Metal 3D Printer at NIT Rourkela.

1. I/We have downloaded/ obtained the tender document(s) for the above mentioned “Tender/Work” from the CPP Portal or NIT Rourkela web site(s).
2. I/We have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
3. The information/documents furnished for this tender are authentic to the best of my knowledge and belief.
4. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
5. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s)/ corrigendum(s) in its totality/entirety.
6. I / We/ are aware of the fact that furnishing of any false information / fabricated documents would lead to rejection of my / our tender at any stage besides any liabilities towards prosecution under the appropriate law.

Authorized Signatory
(Signature with Seal)

Name:
Designation:
Date:

(On The Letter Head of the Bidder)

SELF DECLARATION – NON-BLACKLISTING

To

The Registrar

National Institute of Technology Rourkela

Rourkela – 769008

Odisha

Ref: Supply, Installation, Demonstration and Training of Open Source Metal 3D Printer at NIT Rourkela.

Dear Sir,

I/We, the undersigned, being the Proprietor/Partner(s)/Director(s)/Authorized Signatory of M/s. _____, having its registered office at _____, do hereby solemnly declare and affirm as follows:

1. **That our firm/company, M/s. _____, has not been blacklisted or debarred** by NIT Rourkela or any other Government Organization / PSU / Central or State Autonomous Body at any time in the past or as on date, from participating in tenders due to any reasons including corrupt or fraudulent practices.
2. **That there is no police case, vigilance inquiry, or court proceedings pending** against the firm or its partners / directors, and we have never been penalized by any Hon'ble Court.
3. **That there are no dues pending** with the Income Tax department and the firm is in full compliance with relevant statutory obligations including Labour Laws.
4. **That our firm/company is not presently debarred or declared ineligible** to participate in the tendering process for any Government / PSU / Autonomous Body in India on the date of submission of this bid.

I/We understand that if any of the information given above is found to be false or misleading at any stage of the tendering process or during the execution of the contract, NIT Rourkela shall be, at its discretion to take appropriate action including forfeiture of Performance Security, cancellation of contract, and debarring our firm from future tenders.

Thank you.

Yours faithfully,

Authorized Signatory

(Signature with Seal)

Name:

Designation:

Date:

(On The Letter Head of the Bidder)

BID SECURITY DECLARATION

To

The Registrar

National Institute of Technology Rourkela
Rourkela – 769008
Odisha

Ref: Supply, Installation, Demonstration and Training of Open Source Metal 3D Printer at NIT Rourkela.

Dear Sir,

I/We, the undersigned, hereby submit our Bid for the above-mentioned tender and declare the following:

1. I/We understand that, in accordance with the tender terms and conditions, bids must be supported by a **Bid Security Declaration** in lieu of Bid Security (EMD).
2. I/We accept that I/We will be **automatically suspended** from participating in any tender or contract issued by NIT Rourkela for a period of **three (3) years** or as decided by the Institute, starting from the date of bid closure, in the event that we:
 - a) Withdraw our bid during the period of bid validity specified in our Letter of Bid; or
 - b) Having been notified of the acceptance of our bid by NIT Rourkela during the bid validity period:
 - (i) Fail or refuse to execute the contract, or
 - (ii) Fail or refuse to furnish the required Performance Security in accordance with the tender terms.

I/We understand that this declaration shall be binding on us and may be used by the Institute to enforce the above penalty provisions without requiring further notice or legal proceedings.

Thank you.

Yours faithfully,

Authorized Signatory

(Signature with Seal)

Name:

Designation:

Date:

(On The Letter Head of the Bidder)

SELF DECLARATION

[For Local Content of Products]

To

The Registrar,
National Institute of Technology
Rourkela- 769008, Odisha.

Concerning Order, no P.-45021/2/2017 PP (BE-II) dated 04.06.2020 and No. P-45021/2/2017- PP(BE-II) dated 16-09-2020 of DPIIT, Ministry of Commerce and Industry, Govt. of India, we fall under the following category of supplier (please tick the correct category) for the items for which this tender has been floated and being bided.

Class I local supplier – has local content equal to more than 50%. Local contents added at (name of location local contents are added).

Class II local supplier – has local content of more than 20% but less than 50%. Local contents added at (name of location local contents are added).

Non-local supplier – has local content less than or equal to 20%. Local contents added at..... (name of location local contents are added).

We are solely responsible for the above mentioned declaration concerning the category of supplier. False declarations will be in breach of the Code of Integrity under Rule 175(1) (i) (h) of the General Financial Rules for which we may be debarred for up to 2 years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Authorized Signatory
(Signature with Seal)

Name:

Designation:

Date:

INTEGRITY PACT

(For the use of successful bidder)

(To be submitted on Rs. 100/- stamp paper)

This Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of20....,

between,

The Director, National Institute of Technology Rourkela, in short NITR (hereinafter called the “BUYER / Principal”, which expression shall mean and include, unless the context otherwise requires) of the First Part
And

M/s.represented by Shri....., Authorized Representative (hereinafter called the “BIDDER/Seller/Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure an Open Source metal 3D Printer and the BIDDER/Seller is willing to offer/has offered the Services and

WHEREAS the BIDDER is a private Company / public Company / Government undertaking/ partnership/ proprietorship/ Joint Venture/Consortium constituted in accordance with the relevant law in the matter and the BUYER is an Autonomous Body under Ministry of Education performing its functions on behalf of the Director, NIT Rourkela.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the BUYER to complete the desired work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Section 1 – Commitments of the Principal

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the Principal, personally or through family members, shall 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.
 - b. The Principal shall treat all Bidder(s) with equity and reason during the tender process. The Principal shall, in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in the tender process or the contract execution.
 - c. The Principal shall exclude from the process all known persons having conflict of interest.
- 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 shall inform the Chief Vigilance Officer and in addition shall initiate disciplinary proceedings.

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 the contract execution.
 - a. The Bidder(s)/ Contractor(s) shall 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 they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or the execution of the contract.
 - b. The Bidder(s)/ Contractor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of the Competition Act, 2002 (as amended from time to time). 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 tender process.
 - c. The Bidder(s)/ Contractor(s) shall not commit any offence under the relevant IPC/PC Act; further, the Bidder(s)/ Contractor(s) shall 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 contained or transmitted electronically.
 - d. 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 must be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed on Annex hereto.
 - e. The Bidder(s)/ Contractor(s) shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision.
- 2) The Bidder(s)/ Contractor(s) shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from the 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 as 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 laid down procedure to debar the Bidder(s)/Contractor(s) from participating in the future procurement processes of the Government of India.

Section 4 – Compensation for Damages

- 1) If the Principal has disqualified the Bidder(s) from the tender process before 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 an incorrect statement on this subject, the Principal shall act like para 2) of Section 4 above.

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

In the case of Sub-contracting, the Principal Contractor shall take responsibility for adopting the Integrity Pact by the Sub-contractor.

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

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

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

Section 8 – Independent External Monitor

- 1) The Principal shall appoint competent and credible Independent External Monitor(s) for this Pact after approval by the 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 subject to instructions by the parties' representatives and performs their functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for them to treat the information and documents of the Bidders/Contractors as confidential. They report to the Management of the Principal.
- 3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, all Project documentation of the Principal, including that provided by the Contractor. Upon their request and demonstration of a valid interest, the Contractor shall also grant the Monitor unrestricted and unconditional access to their project documentation. The same applies to Subcontractors.
- 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 'Absence of Conflict of Interest.' In case of any conflict of interest arising later, the IEM shall inform the Management of the Principal and recuse them from that case.
- 5) The Principal shall provide the Monitor with sufficient information about all meetings among the parties related to the Project, provided such meetings could impact the contractual relations between the Principal and the Contractor. The parties offer 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, they shall inform the Management of the Principal and request the Management to discontinue or take corrective action or 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 shall submit a written report to the Management of the Principal, 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 Management of the Principal a substantiated suspicion of an offence under the relevant IPC/ PC Act, and the Management of the Principal 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 disqualifying the bidders and exclusion from future business dealings. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged / determined by the Management of the Principal.

Section 10 – Other provisions

- 1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the place from where the Tender/ Contract is issued.
- 2) Changes, supplements, and termination notices must be submitted 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 agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement according 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 Annex, the Clause in the Integrity Pact shall prevail.

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 Director,
National Institute of Technology, Rourkela (First Party)

SIGNED, SEALED, AND DELIVERED by

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

For and on behalf of M/s.....(Second Party)

SIGNED, SEALED, AND DELIVERED by

Name:.....
Designation:.....
Address:.....

Representative/authorized signatory

Vide resolution dated..... passed by the Board of Directors
In the presence of Witness:

- 1.
- 2.