



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

TENDER DOCUMENTS

**Procurement of Inductively Coupled Plasma Mass
Spectrophotometer (ICP-MS)**

Tender Reference No.: NITR/PW/CRF/2025/366

Date: 31/12/2025

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ADVERTISED TENDER ENQUIRY

(E-procurement mode only)

National Institute of Technology Rourkela (NITR) invites online bids from eligible, capable and qualified agency for **Procurement of Inductively Coupled Plasma Mass Spectrophotometer (ICP-MS) at NIT Rourkela** through e-procurement module of CPP Portal only. Interested bidders may view and download the tender document containing the detailed terms & conditions from the website <http://eprocure.gov.in/eprocure/app>

BID / TENDER SCHEDULE

1.	Title of the Tender	Procurement of Inductively Coupled Plasma Mass Spectrophotometer (ICP-MS)
2.	Date of publication of tender	As per CPP Portal
3.	Bid Documents download start date	As per CPP Portal
4.	Bid Documents download end date	As per CPP Portal
5.	Last date of submission of tender	As per CPP Portal
6.	Technical Bid Opening Date	As per CPP Portal
7.	Pre-bid date, time and venue	As per CPP Portal
8.	Financial Bid Opening Date	To be informed to the technically qualified bidders later.
9.	Tender Fee	A non-refundable fee of INR 2,500/- (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. Refer to Clause 1 & 2 of Section II (ITB) for detailed instructions.
10.	Earnest Money Deposit / Bid Security	A refundable fee of INR 5,00,000/- (Rupees Five Lakhs only) to be deposited through ONLINE mode only using NET-BANKING / NEFT / RTGS / IMPS or payment online in an acceptable form. Refer to Clause 1 & 2 of Section II (ITB) for detailed instructions.
11.	Delivery Period	120 days
12.	Bid Validity	120 days from the date of opening of technical bids.
12.	Location and Site Visit:	CRF, NIT ROURKELA
13.	Address for Communication	Prof. H.B. Sahu Department of Mining Engineering National Institute of Technology Rourkela, Odisha 769 008 Ph. No.: 0661- 246-2606 Email: hbsahu@nitrkl.ac.in
		Prof. Sk.Md. Equeenuddin Department of Earth and Atmospheric Sciences National Institute of Technology Rourkela, Odisha 769 008 Ph. No.: 0661- 246-2939 Email: equeen@nitrkl.ac.in

IMPORTANT: Prospective bidders are advised to regularly visit the CPP Portal for any Updates / Corrigendum / Amendment. Any subsequent updates will be announced exclusively on the Institute website."

SECTION – I: ELIGIBILITY CRITERIA

The bidder must satisfy all criteria mentioned in this section, and proofs in support of these criteria are to be enclosed. Bidder not meeting these criteria will be summarily rejected.

1. **Legal Status:** The bidder must be a legally registered entity in India, either the form of sole proprietorship, partnership, Limited, or Private Limited Company registered under the Companies Act 1956 / 2013 or subsequent amendments of the act. A valid copy of Registration Certificate must be enclosed. The demerged entity will be permitted to use the credential of original / parent entity for initial five years from the incorporation of the demerged entity. **The firm should have registered for a minimum period of 10 years. The bidder in the form of a Joint Venture (JV) / Consortium is not permitted to participate.**
2. Any bidder from a country which shares a land border with India are eligible to bid in this tender only if the bidder is registered with the competent authority of GoI. The concerned bidder(s) are required to attach the relevant valid Registration Certificate along with the bid for consideration. **A declaration as per Annexure – VI along with registration certificate must be submitted by the bidder(s).**
3. **Tender Fee and Earnest Money Deposit (EMD) / Bid Security:** Bid offer should accompany with Tender Fee (non-refundable) of **Rs. 1,500/- (Rupees One Thousand Five Hundred only)** and an Earnest Money Deposit (EMD) of **Rs. 5,00,000/- (Rupees Five Lakhs only)** in form of INTERNET-BANKING / NEFT / RTGS / IMPS or payment online in an acceptable form. A copy of the successful payment of EMD should be attached with technical bid. **Refer Clause no. 3, Section III (ITB) for details regarding EMD exemption.**
4. **Financial Capacity:** The Bidders should have a minimum average annual turnover of **Rs. 6,00,00,000/- (Rupees Six Crore)** in the last three financial years i.e. FY 2022-2023, 2023-2024, 2024-25. 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. **Experience and Past Performance:** The bidder (manufacturer or principal of authorized representative) must have supplied and installed, commissioned at least **Three (mention the qualifying quantity)** numbers of **ICP-MS (mention the name of product)** in at least one of the last three years ending on **31.03.2025 (relevant date)** and out of which at least one numbers of offered version / model of 'the product' should be in successful operation for at least two years on the date of bid opening in the premier institutions of India such as CFTI (IITs / NITs / IISERs / IISc etc.) PSUs / Central / State Government Institutions/ Organizations. Submission of only Purchase Order without any satisfactory supplied & installation report shall not be considered as a valid experience.
The installed reference equipment must be running condition. Proof in this regard with contact details of the user must be submitted along with technical bid. All certificates should be attached in the technical bid to evaluate the credibility of the bidder
6. The bidder must be a manufacturer of the product offered or be dealer authorized by the Principal / OEM.
7. The bidders should have valid registration certificate of Income Tax, GST, EPFO, ESIC, Labour License, necessary valid license for using Walkie-Talkie and other relevant license for providing security service. All documents must be valid as on date of bid submission.
8. The bidder must not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons.
9. The bidder must not have been declared ineligible / blacklisted by Government of India or any other Government / Private body or organization on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure / lapse of serious nature. A certificate attesting the

same should be submitted along with technical bid. A certificate to the above effect must be submitted by the bidder(s) as per Annexure – IV.

10. A certificate duly signed and sealed by Partners of the firm or sole proprietor or Director(s) of Company as the case may be, that no police case / vigilance enquiry is pending against the Partners of the firm or sole proprietor or Director(s) of Company as the case may be, and that he/she has never been convicted by any Court of law shall be submitted by the firm along with technical bid, failing which the bid shall be rejected. A certificate to the above effect must be submitted by the bidder(s) as per Annexure – IV.
11. **In addition to all the above eligibility criteria mentioned above, the bidder must fill and signed all the Annexures from I to IX. Bid without signed annexures as detailed above shall be treated as incomplete and shall be rejected.**

NOTE:

1. *The bidder must fulfill the above eligibility criteria. Bids not fulfilling the above criteria shall be summarily rejected.*
2. *NIT Rourkela reserves the right to verify / confirm all original documentary evidence including references and clients as submitted by bidders in support of above mentioned clauses of eligibility criteria.*
3. *The bidder must attach self-attested copies of the documents in support of the eligibility criteria with the techno-commercial bid. Bids not accompanied by the required documents are shall be rejected.*
4. *Each bidder including subsidiary company shall submit only one bid. In case a bidder submits more than one bid, all bids shall be rejected.*

SECTION – II: INSTRUCTION TO BIDDERS (ITB)

- 1) Tender Fee and Earnest Money Deposit (EMD) / Bid Security
- (i) Tender Fee (non-refundable) of **Rs. 2,500/- (Rupees Two Thousand Five Hundred only)** and EMD / Bid Security (refundable) of **Rs. 5,00,000/- (Rupees Five 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) If the bidder makes the online payment within the last date and time of bid submission but not received by NIT Rourkela within the specified period **as mentioned in CPP Portal** for any reason(s), the bid will not be accepted. Tender Fee and EMD received after due date and time as specified will be stands 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

- (ii) 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.
- (iii) 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.
- (iv) Bids received without Earnest Money Deposit and Tender Fee shall stand technically disqualified and thus shall not be considered for evaluation at any stage.
- (v) 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.
- (vi) 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.

2) EMD / Bid Security Exemption

- (i) 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.**

- (ii) 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.
- (iii) 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-V.
- (iv) 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.

3) Bid Prices, Taxes and Duties

- (i) The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to: those prices; or the intention to submit an offer; or the methods or factors used to calculate the prices offered.
- (ii) **Controlled Price:** The price quoted by Bidder shall not be higher than the controlled price fixed by law for the goods, if any, or where there is no controlled price, it shall not exceed the prices or contravene the norms for fixation of prices if any, laid down by Government.
- (iii) **Price Components:** Bidder shall quote the price including all the specified components of prices shown therein, including installation, commissioning, training of operator etc. All costs related to personnel engaged shall be on the prevailing minimum wages and other statutory allowances. Quotation of “NIL” service charges / margin for the services shall be rejected as nonresponsive.
- (iv) **Spare for Two year’s Maintenance:** The bidders shall also quote their financial bids, the prices of spares and their quantities estimated to be required for maintenance of equipment two years beyond the warranty period. The total cost of such spares shall be added to the cost of equipment and incidental work / services. These spare shall be supplied along with the main equipment.
- (v) **Annual Maintenance Contract (AMC):** The bidder shall quote post-warranty Annual Maintenance Contract (AMC) for **Three years** after expiry of the warranty period. The bidder should mention the maintenance schedule and other details of spares to be used in such preventive maintenance along with maximum down time and response time.
- (vi) **Price Schedule:** Bidders are to upload only the downloaded BOQ (in excel format) after entering the relevant fields without any alteration / deletion / modification of other portions of the excel sheet.
- (vii) The quoted price shall be considered to include all relevant financial implications, including their inter-alia the scope of the Services to be delivered and incidental goods/works to be supplied, location of bidder, site(s) of the delivery of Services, terms of delivery, extant rules and regulations relating to taxes, duties, customs, transportation, environment, labour, etc.
- (viii) **Currencies of Bid:** The currency of bid and payment shall be quoted by bidder entirely in Indian Rupees. All payment shall be made in Indian Rupees only.
- (ix) **HSN Code and GST Rate:** HSN (Harmonized System of Nomenclature) code for the goods provided in this tender document is only indicative. It shall be the responsibility of bidder to ensure that they quote the exact HSN Code and corresponding GST rate for each activity of the Services being offered by them.

- (x) If GST, other taxes, duties are not specified, or column is left blank in the price schedule, it shall be presumed that no such tax / levy is applicable or payable by the Institute.

4) Bid Evaluation Procedure

(i) 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 evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by Bidder in its/ his bid and other allied information deemed appropriate by NIT Rourkela. Evaluation of bids shall be based on the eligibility criteria / conditions. The decision of the committee will be final and binding on all bidders and cannot be questioned at any stage of evaluation.
- b) A substantively responsive bid is complete and conforms to the tender document's essential terms, conditions and requirements, without substantive deviation, reservation, or infirmity. Only substantively responsive bids shall be considered for further evaluation.
- c) The Institute also reserves the right to seek confirmation / clarification from the issuing agency for the supporting documents submitted by the bidder.

(ii) Clarification of Bids and Shortfall Documents

- a) During the evaluation of Techno-commercial or Financial Bids, NIT Rourkela, at its discretion, but without any obligation to do so, ask bidder to clarify its bid by a specified date. Bidder shall answer the clarification within the specified date.
- b) The request for clarification shall be submitted in writing or electronically, and no change in price or substances of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder.
- c) If discrepancies exist between the uploaded scanned copies and the original submitted by the bidder, the original copy's text, etc., shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Integrity, and the bid shall be rejected as nonresponsive in addition to other punitive actions for violation of Code of Conduct.

(iii) 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 and time.
- b. Splitting of items is not admissible. Bidder have to quote for all the items mentioned as per Annexure – I.**
- c. Lowest Price (L1) Calculation: The lowest price (L1) shall be determined solely based on the basic cost of the equipment. While AMC is an optional and not considered for calculating L1 price.**
- d. Criteria for Contract Award: Being the lowest (L1) bidder is not the sole criterion for the award of a contract. The Feasibility of the lowest quoted price will be assessed by the Committee, taking into consideration the relevant rules, terms and conditions outlined in the tender. The decision of the Committee in this regard shall be final and binding on all concerned.
- e. Tie-Breaking Procedure: In the event of that more than one bidders quoted the same prices, the Committee shall decide the L1 bidder based on the following tie-breaking criteria:
 - i. The average turnover for the last three financial years shall be considered.
 - ii. If further required for tie-breaking the turnover for the financial year 2024-25 shall be considered.

- iii. If further required for tie-breaking the turnover for the financial year 2023-24 shall be considered.
 - iv. If the tie remains unresolved after considering the above, the L1 bidder shall be determined by a draw, which will take place in the presence of the concerned bidders. The Committee's decision on this matter shall be final and binding.
 - f. **Abnormally Low Bids:** If a tenderer submits a bid with what appears to be predatory pricing or an abnormally low bid, the Tender Evaluation Committee shall seek written clarification from the bidder, including detailed price analyses, concerning scope, schedule, allocation of risks and responsibilities, and any other requirements outlined in the tender documents. If, after evaluating the price analyses, it is determined that Bidder has substantively failed to demonstrate its capability to deliver the contract at the offered price, the bid shall be rejected.
 - g. **Price Negotiation:** NIT Rourkela reserves its right to negotiate with the lowest acceptable bidder (L1), who is techno-commercially suitable for delivery of services.
 - h. **Cartel Formation / Pool Rates:** Unless the Institute decides this to be case of Cartel / Pool Rates, if more than one bidder quote the same total evaluated price, then the Institute reserves the right to distribute unequal quantities among the bidders, excluding one or more bidders based on considerations like performance / financial capabilities or consider it as a violation of the Code of Integrity and reject the bid(s) as nonresponsive in addition to other punitive actions as deemed appropriate by the Institute.
- 5) **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.
- 6) **Award of Contract**
- (i) NIT Rourkela shall award the contract to the bidder(s) whose bid(s) is techno-commercially suitable and bid price(s) is lowest and reasonable, as per evaluation criteria detailed in the tender documents.
 - (ii) At the time of contract award, NIT Rourkela reserves the right to increase or decrease the quantity without any change in the unit prices and terms & conditions of the bid and the tender documents, originally stipulated in Details of the equipment.

- (iii) NIT Rourkela reserves the right to split the entire contract with more than one bidder at lowest (L1) rate.
- (iv) Verification of Original Documents: Before issuing of Award of Contract (AOC) to the successful bidder(s), NIT Rourkela, at its discretion, ask bidder to submit for verification of the originals of all such documents whose scanned copies were submitted online along with technical bid. If the bidder fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such bid shall be rejected as nonresponsive in addition to other punitive action as decided by NIT Rourkela.
- (v) The bidder(s), whose bid has been accepted and documents verified (at the discretion of NIT Rourkela), shall be notified the award of contract before the expiration of the bid validity by written or electronic means. The Award of Contract (AOC) shall constitute the legal formation of the contract, subject only to the furnishing of Performance Security as the provision mentioned in the tender documents.

7) Performance Security Deposit

- (i) The successful bidder upon receipt of the Award of Contract shall have to deposit a Performance Security (PS) equal to **5% of the contract value**, within 15 days. Performance Security may be furnished in the form of Bank Guarantee (including e-bank guarantee) issued / confirmed from any of the scheduled banks in India, account payee demand draft from a commercial bank except co-operative bank, ONLINE mode using NET-BANKING / NEFT / RTGS / IMPS or payment online in an acceptable form. Performance Security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations including warranty period.
- (ii) If the bidder, fails to furnish the Performance Security within the specified period, NIT Rourkela at its discretion to annul the award and enforce Bid Security Declaration (in lieu of forfeiture of the Bid Security / EMD), in addition to other administrative punitive action as deemed appropriate.
- (iii) The Performance Security shall not attract any interest. Any pending dues shall be adjusted /recovered from PS.
- (iv) The Performance Security shall be liable to be forfeited if the successful bidder fails to undertake the work within the stipulated period or fails to comply with any of the terms and conditions of the contract.

8) Signing of Contract

- (i) Within seven working days of receiving performance security, the Institute shall make an agreement with the successful bidder. However, stamp paper of appropriate value shall be borne by the bidder as informed by the Institute.
- (ii) Otherwise, the Award of Contract (AOC) or the Contract shall be taken to be legally effective from the date of issuing. The bidder may point out to the Institute, in writing / electronically, any anomalies noticed in the contract within seven days of its receipt.

SECTION – II: GENERAL CONDITIONS OF CONTRACT (GCC)

9) Definitions

In the contract, unless the context otherwise requires:

- (i) **Approved** means approved in writing, including confirmation of previous verbal approval.
- (ii) **Bid** (including the term ‘tender’, ‘offer’, ‘quotation’ or ‘proposal’ in specific contexts means an offer to supply goods, services or execution of works made as per the terms and conditions set out in a documents inviting such offers.
- (iii) **Bidder** (including the term ‘Bidder’, ‘consultant’, or ‘service provider’ in specific context) means any person or firm or company, including any agency branch or office controlled by such person, participating in a Tender Process.
- (iv) **Commercial Bank** means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934 and subsequent act.
- (v) **Competent Authority** means the Director, NIT Rourkela or any officer authorized in this regard.
- (vi) **Contract** (including the terms ‘Purchase Order’ or ‘Supply Order’ or ‘Withdrawal Order’ or ‘Work Order’ or ‘Rate Contract’ or ‘Award of Contract’ or ‘Letter of Award – LoA’ or ‘Agreement’ or ‘repeat order’ or ‘extension order’ accepted / acted upon by the contractor in specific contexts), means a formal legal agreement in writing relating the subject matter of procurement, entered between the NIT Rourkela and the Contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country.
- (vii) **Contractor** (including the terms ‘Supplier’ or ‘Service Provider’ or ‘Consultant’ or ‘Firm’ or ‘Vendor’ or ‘Manufacturer’ or ‘Successful Bidder’ in specific contexts) means the person, firm, company, or a Joint Venture with whom the contract is entered into and shall be deemed to include the contractor's successors (approved by the NIT Rourkela), agents, subcontractor, representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract.
- (viii) **NITR / Institute / Principal** means National Institute of Technology, Rourkela represented through an authorized officer for this contract or Director as the case may be.
- (ix) **Tender, Tender Documents, Tender Enquiry or Tender Process** is the whole process from the publishing of the Tender Document till the resultant award of contract. ‘Tender Document’ means the document (including all its sections, appendices, forms, format, etc.) published by NIT Rourkela to invite bids in a Tender Process.
- (x) **Work** refer to any activity involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more of engineering design, architectural design, material and technology, labour, machinery, and equipment.

10) 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.

11) 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.

12) Bid Validity

Bids shall remain valid for a period not less than **120 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.

13) 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 misdemeanor.

14) Communications

- (i) All communications under the contract shall be served by the parties on each other in writing, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions.
- (ii) No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of contract, so designated.

15) Address of the parties for sending communication by the other party

- (i) For all purposes of the contract, including arbitration, thereunder the address of parties to which the other party shall address all communications and notice shall be:
- (ii) The address of the contractor as mentioned in the contract, unless the contractor has notified change by a separate communication containing no other topic to NIT Rourkela. The contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid
- (iii) The address of NIT Rourkela shall be the address mentioned in the contract. The contractor shall also send additional copies to officers of NIT Rourkela presently dealing with the contract.
- (iv) Unless already specified before the contract's start, NIT Rourkela and the contractor shall notify each other if additional copies of communications are to be addressed to additional addresses.

16) Contractor's Obligations and Restrictions on its Rights

- (i) Change in Constitution / Financial stakes / responsibilities of a Contract's Business
 - a) The contractor must proactively keep the NIT Rourkela informed of any changes in its constitution / financial stakes / responsibilities during the execution of contract.
 - b) Where the contractor is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:
 - c) A new partner shall not be introduced in the firm except with the consent in writing from NIT Rourkela, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under contract.

17) Assignment and Sub-Contracting

- a) The contractor shall not sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.
- b) The contractor shall notify NIT Rourkela in writing all subcontract awarded under the contract if not already stipulated in the contract. In its original bid or later, such notifications shall not relieve the contractor from any of its liability or obligation under the terms and conditions of the contract.
- c) If the contractor sublets or assigns the Contract or any part thereof without such permission, NIT Rourkela shall be entitled, and it shall be lawful on his part, to treat is as a breach of contract and avail any or all remedies thereunder.

18) Confidentiality

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of NIT Rourkela to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of NIT Rourkela. All related information shall not, without the prior written consent of NIT Rourkela neither be divulged by the Contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract.

19) Permits, Approvals and Licenses

Whenever the delivery of Services and incidental Goods/Works requires the contractor to obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to licenses or environmental clearance if required.

20) Packing

- (i) 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.
- (ii) 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.

(iii) All packaging materials shall be non-returnable.

21) 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.

22) 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.

23) 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.

24) Installation, Testing, Commissioning and Training

The supplier is required to install, demonstrate and provide the training of the equipment 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.

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.

Spares: The supplier is required to provide state of availability of spares for ten years, if required.

25) Delivery 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.

26) Terms and Mode of 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.

27) Warranty

- (i) 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.
- (ii) The Contractor shall provide a **comprehensive warranty (including of Labor & Spare)** 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.

28) Acquaintance with Local Conditions and Factors:

- (i) 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.
- (ii) 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.
- (iii) 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.

29) 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.

30) Termination of Default and Damages

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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.
- (v) 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.
- (vi) 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.
- (vii) 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.

31) 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, 1996 and any statutory rules/amendments thereof.

32) Jurisdiction & Right to Amend the Rules

- (i) 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.
- (ii) The Institute rules shall be binding when executing the contract. If differences persist ever after arbitration & there are compelling reasons to go to court, it will be decided in the Court of Rourkela only.

33) Cancellation of Tender

- (i) Notwithstanding anything specified in this tender document, NIT Rourkela at its sole discretion without assigning any reasons, reserves the rights.
 - a. To accept or reject lowest bidder or any other bidder or all the bidders.
 - b. To accept any bid in full or in part.
 - c. Float/ initiate a parallel tender for identical requirement.
 - d. Cancel the tender at any stage.
- (ii) **Document(s) not being genuine:** In case any document(s) produced in support of eligibility criteria, or any other document(s) turns out to be not genuine:
 - a) Before award of Contract: The contract will not be awarded, EMD shall stand automatically forfeited, and the tenderer shall be liable for any further action as may be deemed appropriate by NIT ROURKELA; or
 - b) After award of Contract: The contract shall be cancelled, Security Deposit shall stand forfeited, and the service provider shall be liable for any other action as may be deemed appropriate by NIT ROURKELA.
- (iii) Until a formal agreement is prepared and executed, acceptance of terms and conditions of this tender shall constitute a binding contract between bidder and NIT ROURKELA.
- (iv) The contractor is not eligible for any compensation or claim in the event of such cancellation.

34) Indemnity

The contractor is responsible for all involved risks, liabilities, and obligations arising out of this contract under any provisions of law in force from time to time. Under no circumstances, NIT Rourkela shall be held liable for any mishap, injury, accident, or death of deployed manpower during anytime (whether on and off duty). The Contractor shall have all the responsibility in all cases. The Contractor shall be liable to pay compensation in accordance with the provisions of the Act, Laws, or Rule (as applicable) of land. In case of loss to the Institute due to negligence of the deployed manpower, the same shall be recovered from the Contractor.

TECHNICAL SPECIFICATION:**INDUCTIVELY COUPLED PLASMA MASS SPECTROPHOTOMETER (ICP-MS)**

The ICP-MS system should be capable of analyzing major, minor, trace and rare earth elements in the range of ppb to ppt. Analysis of one sample should be done in a single run in a variety of matrices such as soil, rock, sediment, sludge; ash, aerosol, water, wastewater, catalysts, metal nanoparticles, polymers, oils, plastics, biological, engineered material samples, etc. The system should be capable of time-resolved analysis for single nanoparticle applications, and should possess the ability for speciation analysis (As, Cr, Hg, Se, etc.) using a coupled liquid chromatography (LC) unit.

DETAILED TECHNICAL SPECIFICATIONS

SI No.	Technical Specification	
1	Basic Design	<ul style="list-style-type: none"> • Latest technology bench-top ICP-MS with collision and reaction cell for removal of interferences. The system should have built-in features of hardware and software compatible with components such as a liquid chromatography (LC) unit for speciation studies.
2	Sample Introduction system	<ul style="list-style-type: none"> • Sample Introduction Kit including integrated Peltier Cooled Quartz glass Spray Chamber (Temp Range: -5 to 20°C), PFA and Quartz glass Nebulizer, Ni and Pt Sample and Skimmer cones. • Sample introduction kit along with all accessories (PFA nebulizer, PFA spray chamber, Quartz glass torch, Inert injector etc.) and Platinum sample and skimmer cones resistant to HF must be supplied. • Suitable accessory to directly aspirate liquid samples with 25 % or more TDS
3	Ion Source and RF plasma	<ul style="list-style-type: none"> • Computer controlled 27 MHz RF generator operating from 500 to 1600 watts for automatic control of torch ignition, shutdown, and system warm up. • The system should be able to change over from normal Plasma conditions to cool Plasma with direct control from software. • The Plasma torch mount should have provision for software controlled alignment and movement along X, Y and Z axis.
4	Ion Extraction Interface	<ul style="list-style-type: none"> • Standard large orifice Ni sampling (1 mm ID or more) and skimming (0.45 mm ID or better) cones with suitable diameters.
5	Ion Focusing System	<ul style="list-style-type: none"> • The ion deflection system should have efficient mechanism for removing all neutrals from the Ion path. • The maintenance free Off-axis ion path or equivalent
6	Cell Technology	<ul style="list-style-type: none"> • The system should have reaction and collision cell with

		<p>controlled reaction capability to carry out mass reactions.</p> <ul style="list-style-type: none"> ICP MS shall incorporate Cell offering operation: Standard Mode, Collision Cell (He) Mode with KED and Reaction mode for interference removal in a single analytical method simultaneously. Cell must be Non-consumable with zero maintenance. If consumable, then additional 2 cell should be quoted along with main system. There should be minimum two gas specific mass flow controllers for collision and reaction gas as per system requirement. The offered instrument should have factory fitted MFCs.
7	Gas control	<ul style="list-style-type: none"> The system should have a minimum number of factory fitted MFC to control He (collision gas) and reaction gases including H₂, NH₃, and O₂ in a safe premix or pure form and compliant manner. System should have dedicated MFC devices to control Ar flow for plasma, auxiliary, nebulizer, Ar + O₂ flow for samples containing high TDS and O₂ flow for organic samples and for reaction gas.
8	Quadrupole system	<p>Mass Analyser [High sensitivity ICP-MS as per IUPAC]</p> <ul style="list-style-type: none"> Mass resolution: 0.3 to 1.0 amu. Quadrupole Frequency : 2.5 MHz or more Mass calibration assessed and automatically updated. The Mass range should be from 2-260 amu or broader Scan speed: >3500 amu/sec or better
9	Ion Detector Assembly	<ul style="list-style-type: none"> The ion detector is a simultaneous dual mode discrete dynode electron multiplier, 10 order or more magnitude for a single isotope. The dual-mode detector assembly must come standard with the system. Minimum dwell time of 100 µs or better in pulse and analog.
10	Vacuum System	<ul style="list-style-type: none"> Multistage combination of rotary and turbo pumps as per the equipment requirement. Turbo pump should be differential pumping with backing rotary pump to maintain high vacuum of better than 10⁻⁷ millibars. This includes vacuum at the interface to be maintained by an appropriate pump during operation.
11	Performance Specifications	<p>Sensitivity (Mcps/ppm):</p> <ul style="list-style-type: none"> Li/Be: ≥ 65 In/Y: ≥ 280 U/Tl: ≥ 300 <p>Detection limits (ppt): as below or better</p>

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		<ul style="list-style-type: none"> • Li/ Be: < 0.50 • In/ Y: < 0.1 • U/ Bi: < 0.1 • Oxide ratio (%) CeO/Ce <2 or better • Background (no gas mode): < 1 cps @ 9 amu or equivalent • Short Term Stability <2% RSD or better • Long Term Stability <3% RSD or better • Isotope ratio precision (% RSD): Ag107/Ag109 ≤ 0.2 or better <p>The company must submit the absolute sensitivities for Li, Co, Y, In, Tl, and U. The He mode Detection Limits (ppt): for all remaining major/minor elements (excluding the elements highlights) 75As: < 20, 78Sc: : < 40.</p>
12	Autosampler	<ul style="list-style-type: none"> • Metal free auto-sampler with independent x, y, & z movement, having a capacity of handling up to 200 or more samples must be included
13	System Controller and Operating System	<ul style="list-style-type: none"> • Suitable branded Computers with all Software controls & future upgrade controls with Instrument software should be supplied. • The specification of the computer is Minimum Intel core i9 processor, 2.0 GHz or more, 32" or more LCD/TFT Monitor, min 1TB NVMe M.2 SSD, 16 GB RAM, 4 USB Port or higher configuration for use with the above system. • Printer: A compatible multi-function color laser printer with scanning ability should be included. • Software should provide comprehensive functionality for analysis through fully automated process with auto tuning. • The software should have data handling and data management, Data security and access control with 21 CFR part 11 environment supports, compliance management and customizable reporting etc. • The system should have Server connectivity and should be capable of 21 CFR Part 11. There should be facility for automatic data transfer from ICP-MS PC to central server. • The software must be a 64-bit application for future upgradeability. • The future software upgradeable should be free of cost. All the software licenses should be in perpetual in nature. • System should be upgradable with suppressor-based separation system using integrated single window-based software operation for all the modules connected with MS.
14	Installation Accessories	<ul style="list-style-type: none"> • Compact low noise Re-circulating Chiller unit. • NIST Certified Multi Element standards for major, minor, trace elements that must include REE (all 17 elements), As, Cu, Pb Zn, U, Mo, Be, B, Ba, Hg, Se, Tl, Fe, Al, CA, Mg, Si, etc.

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		<ul style="list-style-type: none"> Standards for Au and PGE aqueous calibration standard (100 ml) 1000 ppm Internal Standards NIST Certified Aqueous of 1000 ppm, 100 ml each elements Y, Sc, Ge, Te, Rh and Bi. Auto tune solution 1000 ml of Li, Co, Y, In, Tl, and U to optimize the full mass range. Exhaust system for ICP-MS/MS. Gas Purification Panel. Argon Gas Cylinder – 4 no's Manifold double stage cylinder for Argon. – 1 No (4 positions) Manifold single stage cylinder for He/H₂/O₂/NH₃ as per system hardware requirement. – 1 Nos each Pigtail SS Double Braided 1 Mtr Length. -5 Nos Helium Gas Cylinder – 1no. Reaction Gas Cylinder for - 1 no. each (Min 3 as per application requirement. Cylinder holding brackets. – 4 Nos UPS – 20KVA Online UPS with minimum 60 Minutes backup. Suitable furniture for smooth functioning of the equipment. 2 tonne split air conditioning system (Branded, 5 Star, Warranty: 1 Year on the product, 5 Years on Component (including PCB) and 10 Years on the Compressor, Copper coil evaporator tubes, capable of providing cooling even at 52°C.) Any other accessory required for running of the equipment for two years must be supplied.
15	Additional CONSUMABLES	<ul style="list-style-type: none"> ICPMS: Sample Tubes: Peristaltic pump tubing for samples (pk/12) – 8 Nos. Waste Tubes: Peristaltic pump tubing for drain (pk/12)– 4 Nos. Ni Sample Cone: 3 No., Ni Skimmer Cone: 3 No., Pt Sample and Skimmer Cone: 1 no. each. Quartz Nebulizer: 3 Spray Chamber: 2 Plasma Torch: 3 Quartz Injector: 1 Platinum Plasma grounding Accessory (if required) – 5 Tubing autosampler (pk/12) – 4 Nos Oil Element for Outlet Mist Filter -02 set Sample tubing for nebulizer 10 Nos. Tubing for spray chamber drain Pump oil (1L) - 3 sets Skimmer base for Ni cone – 02 Set Each Screw, spacer, and O-ring for cell - 02 sets

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		<ul style="list-style-type: none"> • Fluid filter for chiller - 02 sets • Fluid for chiller - 07 L • Cone cleaning Solvent/supra pure chemical - 02 L • Autosampler vials - 1000 Nos. • Standard autosampler probe and complete tubing set - 01 sets
16	Liquid chromatography (LC) unit	<ul style="list-style-type: none"> • Fully automated LC-ICP-MS operation for speciation studies for As, Hg and Se. The LC unit should consist of a quaternary gradient, high-performance liquid chromatography (HPLC) pump (Maximum 650 bars) with integrated degasser, autosampler (≥100 vials), and column oven. Standards and columns for speciation analysis of As, Hg and Se should be provided. The chromatography software module should be integrated within the ICP-MS software and should provide real-time status information on all vital analytical parameters for both the ICP-MS and the HPLC system.
17	Performance Demonstration	<ul style="list-style-type: none"> • Vendors must demonstrate the Performance during installation
18	Training	<ul style="list-style-type: none"> • Vendor has to give 5 days on site training after the installation for practical demonstration and another 5 days training after 6 months as per user request, at no additional cost.
19	Warranty	<ul style="list-style-type: none"> • Five-year Comprehensive Warranty (Inclusive of Labor & Spares) from the date of installation to be offered for complete set of supplies including ICPMS and supplied accessories. • Cost of AMC for next three years after the expiration of the warranty to be quoted separately per year basis.
20	Technical Support	<p>The bidder shall appoint a technical staff for 1 year to operate the machine and to train the allocated staff for operation of the equipment.</p> <p>The bidder also must agree and issue a certificate stating that technical query will be responded within 7 working days and the support will be provided within 15 working days from the date of reporting of the technical failure for down time free operation of the instrument</p>
21	User Base	Bidder should furnish at least 3 PO copies from the reputed Govt. organizations such as IITs, NITs, CFTIs and PSUs for similar instrument.
22	Consumable parts/ item	An exhaustive list of all consumable parts of the quoted equipment should be submitted. This list should include the part numbers, descriptions, and expected replacement frequency (if applicable). The information should be complete and specific to ensure accurate maintenance planning.
23	Compliance Statement	The bidder is required to submit a detailed, item-wise compliance statement against each specification mentioned in the tender. This must include part numbers. In case a particular

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		item is not applicable or required, a clear justification must be provided along with relevant supporting documentation.
24	Additional Requirements	<ul style="list-style-type: none"> • The supplier should arrange the pre-dispatch inspection prior to packing and dispatching the items. • Necessary pre-installation advice should be sent immediately after receipt of the purchase order (PO). Upon receiving the PO, the successful bidder should immediately visit NIT Rourkela for suitability of installation of the equipment and advice. • The bidder must be authorized partner of their original equipment manufacturer (OEM) or shall be authorized on behalf the OEM. • Letter of Authorization from OEM on the same and specific to the tender should be enclosed.

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ANNEXURE – II: COMPLIANCE SHEET CUM STATEMENT

SI No.	Technical Specification		Compliance (Yes / No)	Remarks (if any)
1	Basic Design	<ul style="list-style-type: none"> • Latest technology bench-top ICP-MS with collision and reaction cell for removal of interferences. The system should have built-in features of hardware and software compatible with components such as a liquid chromatography (LC) unit for speciation studies. 		
2	Sample Introduction system	<ul style="list-style-type: none"> • Sample Introduction Kit including integrated Peltier Cooled Quartz glass Spray Chamber (Temp Range: -5 to 20⁰C), PFA and Quartz glass Nebulizer, Ni and Pt Sample and Skimmer cones. • Sample introduction kit along with all accessories (PFA nebulizer, PFA spray chamber, Quartz glass torch, Inert injector etc.) and Platinum sample and skimmer cones resistant to HF must be supplied. • Suitable accessory to directly aspirate liquid samples with 25 % or more TDS 		
3	Ion Source and RF plasma	<ul style="list-style-type: none"> • Computer controlled 27 MHz RF generator operating from 500 to 1600 watts for automatic control of torch ignition, shutdown, and system warm up. • The system should be able to change over from normal Plasma conditions to cool Plasma with direct control from software. • The Plasma torch mount should have provision for software controlled alignment and movement along X, Y and Z axis. 		
4	Ion Extraction Interface	<ul style="list-style-type: none"> • Standard large orifice Ni sampling (1 mm ID or more) and skimming (0.45 mm ID or better) cones with suitable diameters. 		
5	Ion Focusing System	<ul style="list-style-type: none"> • The ion deflection system should have efficient mechanism for removing all neutrals from the Ion path. • The maintenance free Off-axis ion path or equivalent 		
6	Cell Technology	<ul style="list-style-type: none"> • The system should have reaction and collision cell with controlled reaction capability to carry out mass shift reactions. • ICP MS shall incorporate Cell offering operation: Standard Mode, Collision Cell (He) Mode with KED and Reaction mode for interference removal in a single analytical method simultaneously. 		

		<ul style="list-style-type: none"> Cell must be Non-consumable with zero maintenance. If consumable, then additional 2 cell should be quoted along with main system. There should be minimum two gas specific mass flow controllers for collision and reaction gas as per system requirement. The offered instrument should have factory fitted MFCs. 		
7	Gas control	<ul style="list-style-type: none"> The system should have a minimum number of factory fitted MFC to control He (collision gas) and reaction gases including H₂, NH₃, and O₂ in a safe premix or pure form and compliant manner. System should have dedicated MFC devices to control Ar flow for plasma, auxiliary, nebulizer, Ar + O₂ flow for samples containing high TDS and O₂ flow for organic samples and for reaction gas. 		
8	Quadrupole system	<p>Mass Analyser [High sensitivity ICP-MS as per IUPAC]</p> <ul style="list-style-type: none"> Mass resolution: 0.3 to 1.0 amu. Quadrupole Frequency : 2.5 MHz or more Mass calibration assessed and automatically updated. The Mass range should be from 2-260 amu or broader Scan speed: >3500 amu/sec or better 		
9	Ion Detector Assembly	<ul style="list-style-type: none"> The ion detector is a simultaneous dual mode discrete dynode electron multiplier, 10 order or more magnitude for a single isotope. The dual-mode detector assembly must come standard with the system. Minimum dwell time of 100 µs or better in pulse and analog. 		
10	Vacuum System	<ul style="list-style-type: none"> Multistage combination of rotary and turbo pumps as per the equipment requirement. Turbo pump should be differential pumping with backing rotary pump to maintain high vacuum of better than 10⁻⁷ millibars. This includes vacuum at the interface to be maintained by an appropriate pump during operation. 		
11	Performance Specifications	<p>Sensitivity (Mcps/ppm):</p> <ul style="list-style-type: none"> Li/Be: ≥ 65 In/Y: ≥ 280 U/Tl: ≥ 300 <p>Detection limits (ppt): as below or better</p> <ul style="list-style-type: none"> Li/ Be: < 0.50 		

		<ul style="list-style-type: none"> • In/ Y: < 0.1 • U/ Bi: < 0.1 • Oxide ratio (%) CeO/Ce <2 or better • Background (no gas mode): < 1 cps @ 9 amu or equivalent • Short Term Stability <2% RSD or better • Long Term Stability <3% RSD or better • Isotope ratio precision (% RSD): Ag107/Ag109 ≤ 0.2 or better <p>The company must submit the absolute sensitivities for Li, Co, Y, In, Tl, and U. The He mode Detection Limits (ppt): 75 As: < 20, 78 Sc: < 40.</p>		
12	Autosampler	<ul style="list-style-type: none"> • Metal free auto-sampler with independent x, y, & z movement, having a capacity of handling up to 200 or more samples must be included 		
13	System Controller and Operating System	<ul style="list-style-type: none"> • Suitable branded Computers with all Software controls & future upgrade controls with Instrument software should be supplied. • The specification of the computer is Minimum Intel core i9 processor, 2.0 GHz or more, 32" or more LCD/TFT Monitor, min 1TB NVMe M.2 SSD, 16 GB RAM, 4 USB Port or higher configuration for use with the above system. • Printer: A compatible multi-function color laser printer with scanning ability should be included. • Software should provide comprehensive functionality for analysis through fully automated process with auto tuning. • The software should have data handling and data management, Data security and access control with 21 CFR part 11 environment supports, compliance management and customizable reporting etc. • The system should have Server connectivity and should be capable of 21 CFR Part 11. There should be facility for automatic data transfer from ICP-MS PC to central server. • The software must be a 64 bit application for future upgradeability. • The future software upgradeable should be free of cost. All the software licenses should be in perpetual in nature. • System should be upgradable with suppressor-based separation system using integrated single window-based software operation for all the modules connected with MS. 		
14	Installation	<ul style="list-style-type: none"> • Compact low noise Re-circulating Chiller unit. 		

	<p>Accessories</p>	<ul style="list-style-type: none"> • NIST Certified Multi Element standards for major, minor, trace elements that must include REE (all 17 elements), As, Cu, Pb Zn, U, Mo, Be, B, Ba, Hg, Se, Tl, Fe, Al, CA, Mg, Si, etc. • Standards for Au and PGE aqueous calibration standard (100 ml) 1000 ppm • Individual standards NIST certified – 01 quantity each • Internal Standards NIST Certified Aqueous of 1000 ppm, 100 ml each elements Y, Sc, Ge, Te, Rh and Bi. • Auto tune solution 1000 ml of Li, Co, Y, In, Tl, and U to optimize the full mass range. • Exhaust system for ICP-MS/MS. • Gas Purification Panel. • Argon Gas Cylinder – 4 no's • Manifold double stage cylinder for Argon. – 1 No (4 positions) • Manifold single stage cylinder for He/H₂/O₂/NH₃ as per system hardware requirement. – 1 Nos each • Pigtail SS Double Braided 1 Mtr Length. -5 Nos • Helium Gas Cylinder – 1no. • Reaction Gas Cylinder for - 1 no. each (Min 3 as per application requirement. • Cylinder holding brackets. – 4 Nos • UPS – 20KVA Online UPS with minimum 60 Minutes backup. • Suitable furniture for smooth functioning of the equipment. • 2 tonne split air conditioning system (Branded, 5 Star, Warranty:1 Year on the product, 5 Years on Component (including PCB) and 10 Years on the Compressor, Copper coil evaporator tubes, capable of providing cooling even at 52⁰C.) • Any other accessory required for running of the equipment for two years must be supplied. 		
15	<p>Additional CONSUMABLES</p>	<ul style="list-style-type: none"> • ICPMS: Sample Tubes: Peristaltic pump tubing for samples (pk/12) – 8 Nos. • Waste Tubes: Peristaltic pump tubing for drain (pk/12)– 4 Nos. • Ni Sample Cone: 3 No., Ni Skimmer Cone: 3 No., Pt Sample and Skimmer Cone: 1 no. each. • Quartz Nebulizer: 3 • Spray Chamber: 2 		

		<ul style="list-style-type: none"> • Plasma Torch: 3 • Quartz Injector: 1 • Platinum Plasma grounding Accessory (if required) – 5 • Tubing autosampler (pk/12) – 4 Nos • Oil Element for Outlet Mist Filter -02 set • Sample tubing for nebulizer 10 Nos. • Tubing for spray chamber drain • Pump oil (1L) - 3 sets • Skimmer base for Ni cone – 02 Set Each • Screw, spacer, and O-ring for cell - 02 sets • Fluid filter for chiller - 02 sets • Fluid for chiller - 07 L • Cone cleaning solvent/supra pure chemical - 02 L • Autosampler vials - 1000 Nos. • Standard autosampler probe and complete tubing set - 01 sets 		
16	Liquid chromatography (LC) unit	<ul style="list-style-type: none"> • Fully automated LC-ICP-MS operation for speciation studies for As, Hg and Se. The LC unit should consist of a quaternary gradient, high-performance liquid chromatography (HPLC) pump (Maximum 650 bars) with integrated degasser, autosampler (≥ 100 vials), and column oven. Standards and columns for speciation analysis of As, Hg and Se should be provided. The chromatography software module should be integrated within the ICP-MS software and should provide real-time status information on all vital analytical parameters for both the ICP-MS and the HPLC system. 		
17	Performance Demonstration	<ul style="list-style-type: none"> • Vendors must demonstrate the Performance during installation 		
18	Training	<ul style="list-style-type: none"> • Vendor has to give 5 days on site training after the installation for practical demonstration and another 5 days training after 6 months as per user request, at no additional cost. 		
19	Warranty	<ul style="list-style-type: none"> • Five year Comprehensive Warranty (Inclusive of Labor & Spares) from the date of installation to be offered for complete set of supplies including ICPMS and supplied accessories. • Cost of AMC for next three years after the expiration of the warranty to be quoted 		

		separately per year basis.		
20	Technical Support	<p>The bidder shall appoint a technical staff for 1year to operate the machine and to train the allocated staff for operation of the equipment.</p> <p>The bidder also must agree and issue a certificate stating that technical query will be responded within 7 working days and the support will be provided within 15 working days from the date of reporting of the technical failure for down time free operation of the instrument</p>		
21	User Base	Bidder should furnish at least 3 PO copies from the reputed Govt. organizations such as IITs, NITs, CFTIs and PSUs for similar instrument.		
22	Consumable parts/ item	An exhaustive list of all consumable parts of the quoted equipment should be submitted. This list should include the part numbers, descriptions, and expected replacement frequency (if applicable). The information should be complete and specific to ensure accurate maintenance planning.		
23	Compliance Statement	The bidder is required to submit a detailed, item-wise compliance statement against each specification mentioned in the tender. This must include part numbers. In case a particular item is not applicable or required, a clear justification must be provided along with relevant supporting documentation.		
24	Additional Requirements	<ul style="list-style-type: none"> • The supplier should arrange the pre-dispatch inspection prior to packing and dispatching the items. • Necessary pre-installation advice should be sent immediately after receipt of the purchase order (PO). Upon receiving the PO, the successful bidder should immediately visit NIT Rourkela for suitability of installation of the equipment and advice. • The bidder must be authorized partner of their original equipment manufacturer (OEM) or shall be authorized on behalf the OEM. • Letter of Authorization from OEM on the same and specific to the tender should be enclosed. 		

ANNEXURE – III: TENDER ACCEPTANCE LETTER

(On The Letter Head of the Bidder)

To,

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

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

Ref.:

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.

Thank you.

Yours faithfully,

Authorized Signatory
(Signature with Seal)

Name:

Designation:

Date:

ANNEXURE – IV: DECLARATION NON-BLACKLISTING, NON-PENDING CRIMINAL CASES AND NON-PENALIZATION

(On The Letter Head of the Bidder)

(To be executed & attested by Public Notary/Executive Magistrate on Rs.100/- non-judicial Stamp Paper by the Tenderer)

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 or any other organization 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.

DEPONENT

(Signature of the Authorized Signatory)

Name: _____

Designation: _____

Address: _____

Attested by

(Signature & Seal of Public Notary/Executive Magistrate)

Name: _____

Date: _____

ANNEXURE – V: BID SECURITY DECLARATION (For EMD exempted bidder)

(On The Letter Head of the Bidder)

To

The Registrar

National Institute of Technology Rourkela
Rourkela – 769008
Odisha

Ref: Procurement of Inductively Coupled Plasma Mass Spectrophotometer (ICP-MS).

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:

ANNEXURE – VI: SELF-DECLARATION (For Local Content of Products)
(On The Letter Head of the Bidder)

To,

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

Ref: 1) Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020
2) Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020

In accordance with the above orders issued by the Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India, we hereby declare that we fall under the following category of supplier for the items for which this tender has been floated and bid is being submitted. *(Please tick the appropriate category):*

Class I Local Supplier – Local content is **more than 50%**.

Local content added at: _____

Class II Local Supplier – Local content is **more than 20% but less than or equal to 50%**.

Local content added at: _____

Non-Local Supplier – Local content is **less than or equal to 20%**.

Local content added at: _____

We take full responsibility for the above declaration regarding the category of supplier. We understand that any false declaration constitutes a breach of the **Code of Integrity** under Rule 175(1)(i)(h) of the **General Financial Rules (GFR)**. As per Rule 151(iii) of GFR, we may be **debarred for up to 2 years**, along with any other legal action permissible under the law.

Authorized Signatory
(Signature & Seal of the Company)

Name:

Date:

Designation:

ANNEXURE – VII: BANK MANDATE FORM

(On the Letterhead of the Firm)

Electronic Clearing Service (Credit Clearing) / Real Time Gross Settlement (RTGS) Facility for receiving payments.

Details of Accounts Holders:

Name of the Firm / Agency	
Complete Address of the Firm / Agency	
Name of Account Holder	
Name of the Bank	
Type of Bank Account (SB/Current/Cash Credit)	
Complete Bank Account No. (Latest)	
Complete IFS Code	
Branch Name with Complete Address, Telephone No. and E-mail.	

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information I/We would not hold the use Institution responsible.

Authorized Signature of Firm / Agency

Date:

Certified that the particulars furnished above are correct as per our records.

(Bank's Stamp)

Date:

Signature of the Authorized Officer of Bank

1. Please attach a photocopy of cheque along with the verification obtained from the bank. In case your Bank Branch is presently not "RTGS enabled", then upon its up gradation to "RTGS Enabled" branch, please submit the information again in the above proforma to the Institute at the earliest.

ANNEXURE – VIII: INTEGRITY PACT DECLARATION

(On the Letterhead of the Firm)

To

The Registrar

National Institute of Technology Rourkela
Rourkela – 769008
Odisha

Bid Ref.: Procurement of Inductively Coupled Plasma Mass Spectrophotometer (ICP-MS).

Dear Sir,

I/We acknowledge that the National Institute of Technology Rourkela is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the bid documents.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that **I/We will sign the enclosed integrity Agreement, which is an integral part of bid documents, failing which I/We will stand disqualified from the tendering/bidding process.** I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by the National Institute of Technology Rourkela. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement while submitting the tender/bid, the National Institute of Technology Rourkela shall have the unqualified, absolute, and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Thank you.

Yours faithfully,

Authorized Signatory
(Signature with Seal)

Name:

Designation:

Date:

ANNEXURE – IX: INTERGRITY PACT

INTEGRITY PACT

Between

National Institute of Technology Rourkela (in short NITR) hereinafter referred to as **“The Principal,”** and _____ hereinafter referred to as **“The Bidder / Contractor.”**

Preamble

The Principal intends to award contract/s for _____, under laid down organisational procedures, The Principal values full compliance with all relevant laws of the land, rules, regulations, economical use of resources, and fairness / transparency in its relations with its Bidder(s) and / or Contractor(s). To achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the abovementioned principles.

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 BNS/ 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) commits themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits 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 cartelisation in the tender process.
 - c. The Bidder(s)/ Contractor(s) shall not commit any offence under the relevant BNS/ 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 Firm / Agencies,” 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 Firm / Agencies” 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 Sub-contractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and '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 themselves 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 BNS/ 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.

(For & On behalf of the NIT Rourkela)

(For and on behalf of Firm / Agency) (Office Seal)

(Office Seal)

Place ----- Date -----

Witness 1: _____

Witness 1: _____

(Name & Address)

(Name & Address)