Indian Institute of Technology, Kanpur G.T. Road, Kalyanpur, Kanpur – 208016 Uttar Pradesh, India



Notice Inviting Tender

Tender Details

Tender Reference Number	IITK/BSBE/JGR/24-25/04
Item Description	Clean Room Facility
Item Quantity	As per the BOQ (Annexure-I)
Bid Submission Start Date & Time	03.03.2025 (16:00 hr)
Bid Submission End Date & Time	24.03.2025 (16:00 hr)
Bid Opening Date	25.03.2025 (11:00 hr)
Bid Submission Address	Dr. Jayandharan G Rao, Professor,
Dia Submission Address	Lab-16, 4 th Floor, MFCEM,
	Dept. of BSBE, IIT Kanpur, Kalyanpur-208016, U.P.

Sealed quotations are invited for the purchase of the above items in the Two bid system. Both Technical bid and financial bid in separate envelopes must be kept in a big envelope which must be superscribed by Tender Reference number, Item Description and bid submission end date. The sealed copy of bids must reach the above designated address on or before the Bid Submission End Date & Time.

Terms and Conditions		
Quotation Validity	90	
Place of Delivery	Dept. of BSBE, IIT Kanpur	
Delivery Period	10 weeks	
Warranty	05 Years & 03 years maintenance	
Payment Terms	As per IIT Kanpur Norms	

Indian Institute of Technology, Kanpur Department of Biological Sciences and Bioengineering

Sub: SPECIFICATIONS FOR CLEAN ROOM FACILITY 4th Floor, MFCEM, IIT Kanpur

Enquiry date: 03.03.2025

Enquiry No: IITK/BSBE/JGR/24-25/04

Extended Last date: 24.03.2025

Quotations are invited for the above-mentioned subject as per the technical specification given below

Item Description: For BOQ Line Item 1

I. HVAC SYSTEM

- 1. AIR HANDLING UNITS RECIRCULATION UNIT FOR ISO-08 AND 07 AREAS WITH RH NMT 60%, TEMP: 43±2 deg C
 - "Supply and Installation of Modular Double skin floor mounted Supply and Installation of Air Handling Unit made of 43±2 mm thick PUF insulated extruded Aluminium profiles) with pre painted 0.63 mm thick Inner and 0.63 mm Outer skins with Non Thermal Break Panel Construction comprising of mixing box with Fresh Air & Return Air dampers provision.
 - Fresh air with 20 Micron 50 mm depth, EU 3 filters, Mixing chamber with Pre Filter Section with flange type 10 Micron Micron filters of 150mm, Coil section with 6 row chilled water coil, XLPE / NITRIEL RUBBER Thermal Insulation material thickness of 19 mm thick for 18 gauge SS 304 stainless steel drain pan, blower section with DIDW fan, vibration isolators, EFF1 Motor (VFD Compatible), LED Lamps for filter sections, fan section with ON / OFF switches for operation from outside, Limit switch for the fan section access door with a view port, Internal Spring Isolators under the Fan & Motor Frame, Fine Filter section with flange type 5 Micron filters and supply plenum with provision for Aluminum Airfoil blade Low Leakage type S/A damper suitable for Manual / Motorized operation.
 - Including Differential Pressure Gauge, across Fine Filter section and across Pre-Filter section. "
 - 1.1. AHU-01; Capacity 2000 CFM; 140 MMWG Static Pressure. ONLY NEW COIL AND FILTERS
 - 1.2. AHU-02; Capacity 3000 CFM; 140 MMWG Static Pressure. @ 5.5 TR X 2NOS
 - 1.3. AHU-03; Capacity 2000 CFM; 140 MMWG Static Pressure. @ 8.5 Tr
 - 1.4. AHU-04; Capacity 1000 CFM; 140 MMWG Static Pressure. @ 3.0 Tr

2. AIR DISTRIBUTION SYSTEM.

2.1. Supply and Installation of 24 Gauge GI duct with 80 GSM Sheets including supports, Nut and Bolts, Aluminium alloy rivets, Silicon Sealant for all the joints, Full thread GI Tie rods, on both ends GI angle frames fixing arrangement, 5 MM thick and 25 MM wide gasket. All the duct joints are with angle iron flanges and supports in GI (As per IS 655).

3. DUCT THERMAL INSULATION;

3.1. Supply and Installation of Chemically Cross Linked Polyethylene Form based material backed by Aluminium Foil (Class-O fire rating) on one side and other side with SR 505 adhesive at site. Insulation thickness for Supply Air Ducts 13 MM (Density 33+/-3 Kg/CuM Soft Material) All the joints shall be overlapped with Aluminium Tapes.

4. AIR FILTRATION SYSTEM

4.1. TERMINAL HEPA FILTER:

- Supply and Installation of H-14 Grade Minipleat Flange Type HEPA Filters in Extruded Aluminum Casing with 5 MM Thick food Grade Neoprene Flat Gasket, Protection Grid in the bottom side face. The filter efficiency shall be 99.995% MPPS and of following sizes. Make: Camfill/ AAF/ Freudenberg
- 4.1.1 HEPA filter Size: 305 x 610 x 150 mm
- 4.1.2 HEPA filter Size: 305 x 305 x 150 mm

5. HEPA FILTER MODULE:

- Supply and Installation of 16 Gauge Single skin, CRCA Powder Coated HEPA Filter Module with Gear operated Extruded Aluminium construction Aerofoil design low leakage type Volume Control Dampers, with bevel gear shaft to adjust from cleanroom, PAO Port, Pressure sensing port made out of 16 Gauge GI sheet Duly Epoxy Powder Coated suitable for fixing 150 mm thick Flange type Mini pleate HEPA filters (Bottom loading).
 - 5.1.1 HEPA filter Size: 305 x 610 x 150 mm
 - 5.1.2 HEPA filter Size: 305 x 305 x 150 mm

6. VOLUME CONTROL DAMPERS & FIRE DAMPERS;

- 6.1. Supply and Installation of Extruded aluminium construction aerofoil design low leakage type volume control dampers with aerofoil blade sections 100 mm wide opposed blade operation with nylon gear, fully enclosed and stainless steel side seal gaskets suitable for manual / Motorized operations to regulate the air flow on Main ducts, branch ducts and return air raisers. Make: System air
- 6.2. Fire dampers with motorized actuator (Actuator make: Belimo) Supply and Installation of 18 Gauge GI construction, 18 Gauge GI casing and 16G GI blades 150 mm wide complete with chrome plated spindles, self-lubricating buses,120 minutes fire rating as per UL555, certified by CBRI Roorkee and suitable for manual / Motorized operations., Make: System air
- 6.3. Supply and Installation of fusible link with necessary fixing arrangement for the above Fire damper
- 6.4. Supply and installation of Supply air grills with 0.8 mm thick SS 304 Capsule type perforation with fixing arrangement for Supply air Modules.
- 6.5. Supply and Installation of return air grills with 0.8 mm thick SS 304 capsule type perforation with 20 mm thick washable prefilter holding provision and fixing arrengement for return air raisers.
- 6.6. Supply and Installation of GI powder coated collar dampers suitable for panel mounted Return air raisers grills., Make: System air
- 6.7. Supply and Installation of EU 4 grade, Aluminium extruded profile section with 20 mm thick washable 20 Micron box type pre filters for return air raiser grills of various sizes.
- 6.8. Magnehaulic Gauges For Rooms (0-10 mm)

7. AC Out Doors (Make : Blue Star)

- Supply and Installation of For Way Cassette Units with Standard Panel with Cordless Remotes 7.1. 8.5 Tr
 - 7.2. 5.5 Tr
 - 7.3. 3.0 Tr

8. COPPER PIPING

- Supply & Installation of Copper Piping for AC Out Doors with 13mm thick Nitrile Rubber Insulation of following Sizes
 - 8.1. 1" (Supply)
 - 8.2. 1 3/8" (Return)
 - 8.3. "Supply & Installation CPVC drain piping with suitable supports as required & insulated with 6mm thick Nitrile rubber insulation Combination of 25 mm, 40 mm and 50 mm" Gas Charging & Commissioning of AC Out Doors
 - 8.4. for 8.5 tr
 - 8.5. for 5.5 tr
 - 8.6. For 3.0 Tr

9. AIR HANDLING UNITS ELECTRICAL POWER CUM CONTROL PANEL

- Supply and Installation of electrical control panel protection category IP 55 to EN60529 complies with NEMA 12.
- Control panel consists of suitable MCCBs, MCBs, MPCBs, contactors, suitable relays for motor, Space for Variable Frequency Drives, integrated control for Ac Out doors with safety thermostat, push buttons like ON/OFF/TRIP indicators, Auto and Manual selector switch, LED Type Indication lamps for ON, OFF, TRIP.
- For various controlling purpose provision for PLC, suitable for Building Management System & Environmental Management System integration.
- 9.1. Suitable upto 5.5 KW (3000 Cfm) and 8.5 Tr x 1 nos
- 9.2. Suitable upto 2.2 KW (1500 Cfm) and 3 Tr x 1 nos
- 9.3. Supply and installation of Control and Power Cabling For AHU to AC Out Doors and AC Out Doors to Electrical panel

Item Description: For BOQ Line Item 2

II. CLEAN ROOM INTERIORS

1. Walkable Ceiling

50mm thick double skin walkable ceiling system made of 0.6 mm thick Pre coated GI sheets on both sides, 40 ± 2 kg/m3 density PUF as infill, panels flush on cleanroom side with maximum allowable gap of 4mm at panel to panel joints filled with food grade silicon sealant. Ceiling panels shall be suspended from the RCC slab / MS structural platform by using concealed ceiling grid (made of extruded aluminium/Galvanised Iron) and minimum 10mm dia hot dip galvanized threaded rods with necessary hardware in galvanised finish. Panels to be covered with a protective film to avoid any damages during transportation & installation. The make of the anchor fasteners shall be either Hilti /Fischer.

2. Wall panels

- Double skin modular wall Panels made of 0.6 mm thick Pre coated GI sheets on both sides, 40 ± 2 kg/m3 density PUF as infill, GI profiles all along the periphery, flush on both sides with maximum allowable gap of 4mm, filled with food grade silicon sealant and placed on cold rolled galvanised /extruded aluminium bottom tracks with a recess to provide floor to wall coving flush with the wall panel. Panels to be covered with a protective film to avoid any damages during transportation & installation.
- 2.1. 100mm thick
- 2.2. 50mm thick
- 2.3. 30 mm Thick for Wall Cladding
- 2.4. 100 mm Wall panel with inbuild Raiser
- 2.5. Providing 25mm dia PVC conduits in the wall panels for the electrical power sockets.

3. Doors

- 46mm thick flush doors made of 0.8mm thick, powder coated GPSP sheets on both sides, 40 ± 2 kg/m3 density PUF / Kraft paper honeycomb as infill, 1.2 mm thick GPSP powder coated door frames suitable for Wall panels / Civil walls, double glazed vision panel of size 450 x 750 mm ht. with necessary adhesive tapes & silicon sealant, necessary hard ware like SS304 ball bearing butt hinges, SS D- handles, SS push plates, concealed tower bolt for the double leaf door, mounting back plate for fixing of door closure and provision for magnetic type door interlocking system and automatic drop seal at door bottoms.
- 3.1. Single leaf door of size 900 mm x 2100 mm ht.
- 3.2. Single leaf Emergency door With Panic Bar of size 900 mm x 2100 mm ht.
- 3.3. Double leaf door of size 1500 mm x 2100 mm ht.
- 3.4. Double leaf door of size 1800 mm x 2100 mm ht.
- 3.5. Both side operated Lock & key Dorset
- 3.6. SS 304 Ball Bearing Hinges
- 3.7. Double D Handles
- 3.8. 1.2 mm thick SS 304 Kick plate of height 300 mm suitable for Single leaf doors (900mm and 1200mm) both sides, including necessary fixing hardware
- 3.9. Automatic drop seal at door bottoms single door
- 3.10. Standard door closures suitable for clean rooms (Dorset)
- 3.11. Tower Bolt

4. Covings

- 4.1. Extruded Aluminium powder-coated R-70 Clip on type coving for all wall to wall and wall to ceiling joints.
- 4.2. Aluminium powder-coated R-90 Round on type coving for all wall to wall
- 4.3. Aluminium powder-coated 3-dimensional internal /external corner coves (suitable for 50 to 50mm panels, 100 to 100mm panels and 50 to 100mm panels)

5. View panels

- 5.1. Double glazed view panels / windows with 6 mm thick clear toughened glass on both sides including necessary adhesive tapes & silicon sealant in the wall panels and Black Border
- 6. Cut outs At Site Work
 - 6.1. for Power / telephone / LAN/ UPS power sockets / Digital display units including box

7. C track For Wall Panels

8. GP White Silicon Sealent

Item Description: For BOQ Line Item 3

III. SS 304 EQUIPMENTS

1. SS 304 DYMANIC PASS BOXES

- 1.1. Supply and Installation Of SS 304 Dynmic Pass Box with Hepa Filter , Magnehaulic Hauges, Electronic Interlocking and other necessary Accessories , of size 600 x 600 x 600 mm Inner size
- 2. SS 304 STATIC PASS BOXES
 - 2.1. Supply and Installation Of SS 304 Static Pass Box with Hepa Filter , Magnehaulic Hauges, Electronic Interlocking and other necessary Accessories , of size 600 x 600 x 600 mm Inner size

3. SS 304 Biosafety Cabinet

- 3.1. Supply and Installation Of SS 304 Biosafety Cabinet (Class 2 B2) with Hepa Filter, Magnehaulic Gauges, Electronic Interlocking. Exhaust System and other necessary Accessories , of size 1200 x 600 x 750 mm Inner size
- 3.2. 900 X 600 MM

4. SS 304 LAF Cabinet

- Supply and Installation Of SS 304 Vertical laminar Air Flow Cabinet with Hepa Filter , Magnehaulic Hauges, Electronic Interlocking and other necessary Accessories , of size 4.1, 600 X 600 MM
- 4.1. 600 X 600 MM

5. SS 304 Air Shower (For Single Person Entry)

5.1. Supply and Installation Of SS 304 Air Shower With Hepa Filter , Blower , Timer , Spary Nozziles , Pre Filter and Other necessary Accessories

6. SS 304 TABLE OF SIZE

- 6.1. 4 FEET X 3 FEET;
- 6.2. 6 FEET X 3 FEET;
- 6.3. 4 FEET X 2 FEET
- **7. SS 304 GARMENT CUBICLE OF SIZE** 7.1. 900 X 1200 X 450 MM
- 8. Supply and Installation Of Air curtien at Entry Door of size : 900 mm
- 9. Epoxy Flooring 3mm Thick
 - 9.1. Epoxy Coving

Item Description: For BOQ Line Item 4

IV. INTERNAL ELECTRICAL

1. Cables

- Laying, testing and commissioning of 1100V grade, XLPE insulated armoured / unarmoured Aluminium / Copper conductor cable as per specifications. The cable shall be laid in ready trenches / cable trays as required.
- 1.1. 6.0sqr mm copper Wires;
- 1.2. 4.0 sqr mm wire laying;
- 1.3. 1.5 sqr mm wire laying;
- 1.4. 1 inch pvc conduit Pipes;
- 1.5. 1 inch pvc Junction Boxes;
- 1.6. 1 inch pvc L Bends;
- 1.7. 3/4 pvc flexible conduit- bundles;
- 2. 2 Modules Plates;
- 3. 6 Modules Plates;
- 4. 6/16AMPS Switches;
- 5. 6/16AMPS Sockets;
- 6. Supply & fixing of RJ45 Data outlet with mounting box and front plate (4 PROVISION);
- 7. Supply & Laying of Cat-6 Cable in suitable size existing conduit
- 8. 12 way TPN DB;
- 9. 10 Amps Single Pole MCBS;
- 10. 16 Amps Single Pole MCBS;
- 11. 20 Amps Single Pole MCBS;
- 12. 100x50mm PVC Trunk For DBs;
- 13. CLEAN ROOM COMPATIBLE LED Lights;
 - 13.1. 30W Cleanroom LED Lights;
 - 13.2. 24 W LED Lights;
 - 13.3. **32 Amps three Pole MCBS**

V. Item Description: For BOQ Line Item 5 DOCUMENTATION & VALIDATION "Documentation:

1. Design Qualification including Heat Load calculations

- 2. Installation Qualification
- 3. Operation Qualification
- 4. Performance Qualification (Your Scope)
- 5. Calibration & Test Certificates
- 6. Design Data & Drawings

Tests to be carried out with Reports:

- 1. Duct Leak Test as per SMACNA procedures
- 2. Room Air changes Calculation
- 3. Air Velocity Calculation
- 4. Room Differential Pressure Balancing
- 5. Temp & RH Calculation by using sling pshycrometer or calibrated Thermo Hygrometer
- 6. NVPC Monitoring
- 7. Air flow Pattern
- 8. Filter Integrity tests as per ISO 14644 guidelines"

VI. Item Description: For BOQ Line Item 6

- Warranty& Maintenance 05 years of warranty and 03 years of maintenance
- The floor should be waterproof/ spill proof
- The equipment/hardware should be rust free
- Design and space measurement of this facility is 1050 sq. feet. (The layout is attached)
- Payment as per IIT Kanpur norms
- The technical compliance for item description I VI (including all items) should be provided by the vendors

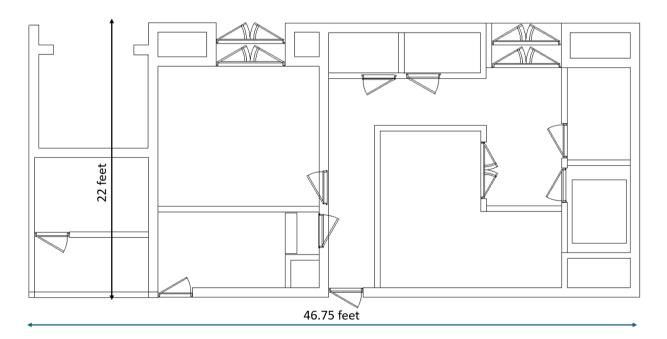


Fig: Layout plan

S No	Material Description	Make Name
1	Pre Coated GI Sheet	Tata Jindal / Essar
2	AHU Motor	Crompton Greaves
3	AHU Blower	Kruger
4	Cooling Coil	Blue Star Or Equivalent
5	Pre and Fine Filters	AAF Or Equivalent
6	Hepa Filters	AAF Or Equivalent
7	SS Sheets	Jindal
8	Aluminium Coving	Global Aluminium
9	Doors	Ahlada Or Equivalent
10	Door Hard Ware	Door set
11	Glass	Saint Gobain Or Equivalent
12	AC Out Doors	Ble Star
13	Power Cables	Finolex
14	Switches and Sockets	Anchor Roma
15	MCBs	L&T

LIST OF APPROVED MAKES FOR COMPONENTS

Annexure-I

Item No.	Item Title	Item Quantity	Unit of Measure
1.1	AHU-01; Capacity 2000 CFM; 140 MMWG Static Pressure. ONLY NEW COIL AND FILTERS	1	EA
1.2	AHU-02; Capacity 3000 CFM; 140 MMWG Static Pressure. @ 5.5 TR X 2NOS	1	EA
1.3	AHU-03; Capacity 2000 CFM; 140 MMWG Static Pressure. @ 8.5 Tr	1	EA
1.4	AHU-04; Capacity 1000 CFM; 140 MMWG Static Pressure. @ 3.0 Tr	1	EA
2.1	Supply and Installation of 24 Gauge GI duct with 80 GSM Sheets including supports, Nut and Bolts, Aluminum alloy rivets, Silicon Sealant for all the joints, Full thread GI Tie rods, on both ends GI angle frames fixing arrangement, 5 MM thick and 25 MM wide gasket. All the duct joints are with angle iron flanges and supports in GI (As per IS 655).	500	Sqmt
3.1	Supply and Installation of Chemically Cross Linked Polyethylene Form based material backed by Aluminium Foil (Class-O fire rating) on one side and other side with SR 505 adhesive at site. Insulation thickness for Supply Air Ducts 13 MM (Density 33+/-3 Kg/CuM Soft Material) All the joints shall be overlapped with Aluminium Tapes.	500	Sqmt
4.1.1	HEPA filter Size: 305 x 610 x 150 mm	10	Nos
4.1.2	HEPA filter Size: 305 x 305 x 150 mm	8	Nos
5.1.1	HEPA filter Size: 305 x 610 x 150 mm.	10	Nos
5.1.2	HEPA filter Size: 305 x 305 x 150 mm	8	Nos

Item No.	Item Title	Item Quantity	Unit of Measure
6.1	Supply and Installation of Extruded aluminium construction aerofoil design low leakage type volume control dampers with aerofoil blade sections 100 mm wide opposed blade operation with nylon gear, fully enclosed and stainless steel side seal gaskets suitable for manual / Motorized operations to regulate the air flow on Main ducts, branch ducts and return air raisers. Make: System air	2	Sqmt
6.2	Fire dampers with motorized actuator (Actuator make: Belimo) – Supply and Installation of 18 Gauge GI construction, 18 Gauge GI casing and 16G GI blades 150 mm wide complete with chrome plated spindles, self lubricating buses,120 minutes fire rating as per UL555, certified by CBRI Roorkee and suitable for manual / Motorized operations., Make: System air	4	Nos
6.3	Supply and Installation of fusible link with necessary fixing arrangement for the above Fire damper	4	Nos
6.4	Supply and installation of Supply air grills with 0.8 mm thick SS 304 Capsule type perforation with fixing arrangement for Supply air Modules.	4	Sqmt
6.5	Supply and Installation of return air grills with 0.8 mm thick SS 304 capsule type perforation with 20 mm thick washable prefilter holding provision and fixing 10alvanized10 for return air raisers.	3	Sqmt
6.6	Supply and Installation of GI powder coated collar dampers suitable for panel mounted Return air raisers grills., Make: System air	6	Nos
6.7	Supply and Installation of $EU - 4$ grade, Aluminum extruded profile section with 20 mm thick washable 20 Micron box type prefilters for return air raiser grills of various sizes.	10	Nos
6.8	Magnehaulic Gauges For Rooms (0-10 mm)	10	Nos
7.1	8.5 Tr	1	Nos
7.2	5.5 Tr	3	Nos
7.3	3.0 Tr	1	Nos
8.1	1" (Supply)	20	Rmt
8.2	1 3/8" (Return)	20	Rmt
8.3	Supply & Installation CPVC drain piping with suitable supports as required & insulated with 6mm thick Nitrile rubber insulation Combination of 25 mm, 40 mm and 50 mm	6	Rmt
8.4	for 8.5 tr	1	nos
8.5	for 5.5 tr	1	nos
8.6	For 3.0 Tr	1	nos
9.1	Suitable upto 5.5 KW (3000 Cfm) and 8.5 Tr x 1 nos	1	Nos
9.2	Suitable upto 2.2 KW (1500 Cfm) and 3 Tr x 1 nos	1	Nos
9.3	Supply and installation of Control and Power Cabling For AHU to AC Out Doors and AC Out Doors to Electrical panel	1	Lot
II	CLEAN ROOM INTERIORS		

Item No.	Item Title	Item Quantity	Unit of Measure
1	50mm thick double skin walkable ceiling system made of 0.6 mm thick Pre coated GI sheets on both sides, 40 ± 2 kg/m ³ density PUF as infill, panels flush on cleanroom side with maximum allowable gap of 4mm at panel to panel joints filled with food grade silicon sealant. Ceiling panels shall be suspended from the RCC slab / MS structural platform by using concealed ceiling grid (made of extruded aluminum/Galvanised Iron) and minimum 10mm dia hot dip galvanized threaded rods with necessary hardware in 11alvanized finish. Panels to be covered with a protective film to avoid any damages during transportation & installation. The make of the anchor fasteners shall be either Hilti /Fischer.	100	m ²
2.1	100mm thick	60	m ²
2.2	50mm thick	30	m ²
2.3	30 mm Thick for Wall Cladding	160	m ²
2.4	100 mm Wall panel with inbuild Raiser	50	m ²
2.5	Providing 25mm dia PVC conduits in the wall panels for the electrical power sockets.	60	RMT
3.1	Single leaf door of size 900 mm x 2100 mm ht.	7	Nos
3.2	Single leaf Emergency door With Panic Bar of size 900 mm x 2100 mm ht.	1	Nos
3.3	Double leaf door of size 1500 mm x 2100 mm ht.	1	Nos
3.4	Double leaf door of size 1800 mm x 2100 mm ht.	2	Nos
3.5	Both side operated Lock & key Doorset	11	Nos
3.6	SS 304 Ball Bearing Hinges	42	Nos
3.7	Double D Handles	14	Sets
3.8	1.2 mm thick SS 304 Kick plate of height 300 mm suitable for Single leaf doors (900mm and 1200mm) both sides, including necessary fixing hardware	14	Nos
3.9	Automatic drop seal at door bottoms single door	14	Nos
3.1	Standard door closures suitable for clean rooms (Doorset)	10	Nos
3.11	Tower Bolt	3	Nos
4.1	Extruded Aluminum powdercoated R-70 Clip on type coving for all wall to wall and wall to ceiling joints.	300	m
4.2	Aluminum powder-coated R-90 Round on type coving for all wall to wall	3	m
4.3	Aluminium powder-coated 3-dimensional internal /external corner coves (suitable for 50 to 50mm panels, 100 to 100mm panels and 50 to 100mm panels)	60	Nos
5.1	Double glazed view panels / windows with 6 mm thick clear toughened glass on both sides including necessary adhesive tapes & silicon sealant in the wall panels and Black Border	8	m ²
6.1	for Power / telephone / LAN/ UPS power sockets / Digital display units including box	50	Nos

Item No.	Item Title	Item Quantity	Unit of Measure
7	C track For Wall Panels	100	Rmt
8	GP White Silicon Sealent	250	nos
III	SS 304 EQUIPMENTS		
1.1	Supply and Installation Of SS 304 Dynmic Pass Box with Hepa Filter , Magnehaulic Hauges, Electronic Interlocking and other necessary Accessories , of size 600 x 600 x 600 mm Inner size	1	nos
2.1	Supply and Installation Of SS 304 Static Pass Box with Hepa Filter , Magnehaulic Hauges,Electronic Interlocking and other necessary Accessories , of size 600 x 600 x 600 mm Inner size	1	nos
3.1	Supply and Installation Of SS 304 Biosafety Cabinet (Class 2 B2) with Hepa Filter, Magnehaulic Hauges, Electronic Interlocking. Exhaust System and other necessary Accessories, of size 1200 x 600 x 750 mm Inner size	1	nos
3.2	900 X 600 MM	1	nos
4.1	600 X 600 MM	1	nos
5.1	Supply and Installation Of SS 304 Air Shower With Hepa Filter , Blower, Timer, Spary Nozziles, Pre Filter and Other necessary Accessories	1	Nos
6.1	4 FEET X 3 FEET	2	Nos
6.2	6 FEET X 3 FEET	2	Nos
6.3	4 FEET X 2 FEET	2	Nos
7.1	900 X 1200 X 450 MM	1	Nos
8	Supply and Installation Of Air curtien at Entry Door of size : 900 mm	1	Nos
9	Epoxy Flooring 3mm Thick	800	Sft
9.1	Epoxy Coving	200	rft
IV	INTERNAL ELECTRICAL		
1.1	6.0sqr mm copper Wires	600	Mtrs
1.2	4.0 sqr mm wire laying	9000	Mtrs
1.3	1.5 sqr mm wire laying	900	Mtrs
1.4	1 inch pvc conduit Pipes	100	Nos
1.5	1 inch pvc Junction Boxes	25	Nos
1.6	1 inch pvc L – Bends	50	Nos
1.7	³ / ₄ pvc flexible conduit- bundles	3	Nos
2	2 Modules Plates	12	Nos
3	6 Modules Plates	36	Nos
4	6/16AMPS Switches	75	Nos
5	6/16AMPS Sockets	40	Nos
6	Supply & fixing of RJ45 Data outlet with mounting box and front plate (4 PROVISION)	8	Nos
7	Supply & Laying of Cat-6 Cable in suitable size existing conduit	300	Mtrs
8	12 way TPN DB	3	Nos
9	10 Amps Single Pole MCBS	25	Nos

Item No.	Item Title	Item Quantity	Unit of Measure
10	16 Amps Single Pole MCBS	25	Nos
11	20 Amps Single Pole MCBS	20	Nos
12	100x50mm PVC Trunk For DBs	2	Nos
13.1	30W Cleanroom LED Lights	22	Nos
13.2	24 W LED Lights	6	Nos
13.3	32 Amps three pole MCBs (3 phase)	7	Nos
V	DOCUMENTATION AND VALIDATION		
31	 Documentation: 1. Design Qualification including Heat Load calculations 2. Installation Qualification 3. Operation Qualification 4. Performance Qualification 5. Calibration & Test Certificates 6. Design Data & Drawings Tests to be carried out with Reports: 1. Duct Leak Test as per SMACNA procedures 2. Room Air changes Calculation 3. Air Velocity Calculation 4. Room Differential Pressure Balancing 5. Temp & RH Calculation by using sling pshycrometer or calibrated Thermo Hygrometer 6. NVPC Monitoring 7. Air flow Pattern 8. Filter Integrity tests as per ISO 14644 guidelines 	1	Lot
32	Warranty& Maintenance – 05 years of warranty and 03 years of maintenance		Lot

Scope of Annual Maintenance Services

- 1. **Cleaning and Inspection:** Experienced technicians should perform a thorough cleaning of all table including storages, LAF and biosafety cabinet, worktops, and any other materials. And also should conduct a detailed inspection to identify any existing or potential issues.
- 2. Alignment and Repairs: Any minor repairs or adjustments required for furniture should be promptly addressed to concerned authority. This includes fixing loose joints (if any), replacing worn-out components (if any), and addressing any structural concerns (if any).
- 3. **Refinishing:** The firm should assess the condition of metal and wood finishes, polishing, and coatings. If necessary they should refinish or touch up the furniture to restore its original luster.
- 4. **Hardware and Accessories:** All hardware components and accessories should be inspected and, if necessary, replace to ensure the furniture functions perfectly.
- 5. **Preventive Maintenance:** Provide recommendations for ongoing care and maintenance to minimize future wear and tear, extending the life of furniture.

TERMS AND CONDITIONS

- 1. Participants must provide detailed references of previously constructed GMP facilities, demonstrating a history of successful project delivery and adherence to stringent regulatory standards.
- 2. The selected participant must appoint a single, highly qualified individual to monitor and oversee the facility for a period of three years, ensuring consistent performance and compliance throughout the operational lifecycle.
- 3. In the event of any facility breakdown, the participant must guarantee resolution within 24 hours, minimizing downtime and maintaining operational integrity.
- 4. Participants must provide round-the-clock support, offering both online and on-site assistance to address any operational challenges promptly and effectively.
- 5. The facility will undergo comprehensive certification every six months, including particle count analysis and other quality control tests, to ensure ongoing compliance with GMP standards and operational excellence.

The quotation should reach the undersigned on or before the last date mentioned above

PI/ Indentor details:

Dr. Jayandharan G Rao Professor Lab-16, 4th Floor, MFCEM Dept. of BSBE Indian Institute of Technology Kanpur Kalyanpur-208016, U.P. Contact: 0512-2594086, e-mail ID: mgtlab13@gmail.com

Conditions:

- 1. Quotations should be sent to the PI/ Indentor address
- 2. Quotation should be valid for minimum 90 days
- 3. Ensure to specify make and model of offered product.
- 4. Payment terms should be mentioned in the quote
- 5. All process should be F.O.R.
- 6. Delivery period should be 10 weeks from the date of purchase order followed by the installation and demonstration by the supplier.
- 7. The Institute reserves the right to cancel the tender at any stage without assigning any reason thereof.

Signature of the PI/ Indentor

> <u>Selection Criteria:</u>

Phase-I: Technical Evaluation & Sample Approval

Technical evaluation will be done based on information/item or product catalogue provided in technical bids submitted by the bidders. A bid containing partial, incomplete, unclear, superfluous and unwanted information will be summarily rejected.

Technical declaration must be supported with relevant documents. Discrepancy in relevant supporting documents and technical compliance sheet shall lead to rejection of technical bids.

Phase-II

- **a.** Financial bids of technically qualified or/and approved samples shall be opened.
- **b.** Financial evaluation is purely done on the total financial implication.
- **c.** Financial Bids with any superfluous, unreasonable rates will be summarily rejected.

> Late Delivery:

Delivery must be completed within the period mentioned in tender document from the date of receipt of the order. Penalty @ 1% per week or part thereof subject to a maximum of 10% of the delivery price will be deducted from the balance payment if supply is not completed within stipulated period.

Instruction to the bidder of countries which share land border with India (Rule 144(xi) of GFRs, 2017)

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with any entity from a country which shares a land border with India, shall also require to be registered with the DPIIT.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -
- a. An entity incorporated, established, or registered in such a country; or

- b. A subsidiary of an entity incorporated, established, or registered in such a country; or
- **c.** An entity substantially controlled through entities incorporated, established, or registered in such a country; or
- **d.** An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- **g.** A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- **IV.** The beneficial owner for the purpose of (III) above will be as under:
 - 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

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

[Note:i. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent.

ii. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as agent.]

- VI. In case of tenders for Works contracts, including Turnkey contracts, The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority
- VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
- **VIII.** If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.
 - As per the Ministry of Commerce and Industry Order No. P-45021/2/2017-PP(BE-II) dated 16.09.2020 preference shall be given to Make in India products for which it is mandatory for bidders to declare Country of Origin of goods and percentage of Local contents in the product.

Definitions:

"Local Content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

"Class-I local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content to or more than 50%, as defined under this order.

"Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this order.

"Margin of purchase preference" means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. (shall be 20%)

Purchase Preference:

- (a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.
- (b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1

price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

- (c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-1 local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-1 local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-1 local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-1 local supplier' fails to match the L1 price, the 'Class-1 local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-1 local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

(A) COMMERCIAL TERMS AND CONDITIONS

1. **DEFINITIONS**

These Commercial Terms and Conditions shall constitute the General Conditions of Contract, where no separate contract is signed with the selected Bidder(s), and, the Bidders by putting their signature and stamp on each page of this Section V are binding themselves to these Terms and Conditions. In the Commercial Terms and Conditions as defined below, words and expressions shall have the following meanings assigned to them:

- a. "Contract" means the agreement of the Parties relating to the procurement of Goods and / or the IITK Purchase Order (PO), and all attachments incorporated by reference, which shall form an integral part of the Contract. In the event of any discrepancy, the documents to prevail shall be given precedence in the following order: (i) the Contract (where separately signed), (ii) the IITK Purchase Order, (iii) its attachments, and (iv) these Commercial Terms and Conditions;
- **b.** "Contractor" means the person or entity named in the 'CONTRACTOR' named field of the IITK Purchase Order and any agreed in writing by the IITK legal successor(s) in title;
- c. "Day" means any calendar day;
- **d.** "Delivery Date" means the latest possible date by which the Goods shall be delivered by the Contractor to the IITK, as specified in the 'DELIVERY DATE' named field of the IITK Purchase Order;
- e. "Force Majeure" shall mean any unforeseeable exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under the Contract, was not attributable to error or negligence on their part (or of their partners, contractors, agents or employees), and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making them available, labour disputes, strikes or financial problems cannot be invoked as Force Majeure by the defaulting Party. Neither of the Parties shall be held liable for breach of its obligations under the Contract if it is prevented from fulfilling them by Force Majeure. The Party invoking Force Majeure shall notify the other without delay, stating the nature, likely duration and foreseeable effect, and take any measure to minimise possible damage;
- **f.** "Goods" means all of the goods to be supplied to the IITK by the Contractor under the Contract;
- **g.** "IITK" means the Indian Institute of Technology Kanpur;
- h. "IITK Purchase Order" means the IITK's official Purchase Order document;
 (i) "Party" means the IITK or the Contractor and "Parties" means the IITK and the Contractor; and
 (ii) "Place(s) of Delivery" means the location(s) or place(s) where the Goods are to be

(ii) "Place(s) of Delivery" means the location(s) or place(s) where the Goods are to be delivered, as specified in the 'SHIP TO' named field of the IITK Purchase Order.

2. CONCLUSION OF THE CONTRACT

- **2.1.** The Contract is made between the IITK and the Contractor. The Contractor is engaged as an independent contractor for the sole purpose of delivering the Goods.
- **2.2.** The Contract shall be concluded upon the Contractor duly following the countersigning procedure as stated in the IITK Letter of Intent (LOI).

3. FUNDING

This Contract shall become and remain effective only on the condition that an official Purchase Order is issued by IITK following the conclusion of tender exercise. In the event this is not or no longer shall the case, the IITK without unreasonable delay notify the Contractor thereof.

Any continuation of the Contractor's performance under this Contract after being notified by the IITK shall be at the Contractor's risk and expense.

4. DELIVERY AND TAKE-OVER OF GOODS

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

5. QUALITY OF GOODS

- **5.1.** The Contractor shall deliver Goods that are:
 - **a.** of the quality, quantity and description as required by the Contract / PO; and
 - **b.** free from any right or claim of a third party, including rights based on industrial property or other intellectual property.
- **5.2.** Should the Goods be of the type "homogeneously defined" or disposable, the Contractor shall provide a sample and undertake, certify, and guarantee that all Goods delivered shall be of the same quality and characteristics as the sample(s) provided.

6. INSPECTION AND ACCEPTANCE

- **6.1.** The duly authorised representative(s) of the IITK shall have the right, before payment, to inspect the Goods either at the Contractor's stores, during manufacture, at the ports and/or in places of shipment, or at the Place(s) of Delivery. The Contractor shall provide all facilities for such inspection. The IITK may issue a written waiver of inspection. Any inspection carried out by representative(s) of the IITK or any waiver thereof shall be without prejudice to other provisions of the Contract concerning obligations assumed by the Contractor, including specifications of the Goods.
- **6.2.** Upon delivery and inspection of the Goods, the IITK shall inspect the goods as soon as possible and complete the Goods Receiving Document. Should any Goods fail to conform to the technical specifications, codes and standards under the Contract, the IITK may reject the Goods. The Contractor shall, at no cost to the IITK, replace the rejected Goods or, alternatively, rectify the non-conformity.
- **6.3.** In the case of Goods ordered on the basis of specifications or samples, the IITK shall have the right to reject the Goods or any part thereof and terminate the Contract if the Goods do not conform to the specifications and/or samples. Nothing in this clause shall in any way release the Contractor from any warranty or other obligations under the Contract.

7. SHIPPING AND INSURANCE

For overseas orders, shipping arrangements shall be co-ordinated by IITK. Original shipping documents including the packing list shall be airmailed/emailed by the Contractor to the (Deputy Registrar (S&P), IIT, Kanpur – 208 016, UP, India).

8. OBSERVANCE OF LAW AND EXPORT LICENCES

The Contractor shall comply with all laws, ordinance, rules and regulations bearing upon the performance of its obligations under the terms of the Contract. If an export licence or any other governmental authorisation is required for the Goods, it shall be the obligation of the Contractor to obtain such licence or governmental authorisation. In the event of the Contractor's failure to obtain such licence or authorisation within a reasonable time, the IITK may immediately terminate the Contract. Where the award procedure or execution of the Contract is vitiated by substantial errors or irregularities or by fraud, the IITK shall suspend execution of the Contract.

Where such errors, irregularities or fraud are attributable to the Contractor, the IITK may also refuse to make payments or may recover monies already paid, in proportion to the seriousness of the errors, irregularities or fraud. The purpose of suspending the Contract shall be to verify whether presumed substantial errors and irregularities or fraud have actually occurred. If they are not confirmed, execution of the Contract shall resume as soon as possible. A substantial error or irregularity shall be any infringement of a contract or regulatory provision of India, resulting from an act or an omission that causes or might cause a financial loss.

9. PRICE

The price of the Goods shall be as stated in the Purchase Order and may not be increased.

10. PAYMENT

- **10.1.** Unless otherwise stipulated in the Purchase Order, the IITK shall make payment within thirty (30) Days of the later of:
 - **a.** Successful delivery of the goods to IITK as confirmed by the consignee (Assistant Registrar, Store & Purchase, IIT-Kanpur), endorsed by the indenter and approved by the indenters' Head of Department / Section;
 - **b.** Receipt of customary shipping documents and any other documents specified in the Contract; and (c) Receipt of the original invoice issued by the Contractor.
- 10.2. All invoices shall be in original and shall contain the IITK Purchase Order number, and a description, the quantities, unit and total price(s) of the Goods delivered. The currency of invoice and payment shall be as specified in the Purchase Order. Unless otherwise authorised by the IITK, a separate invoice shall be submitted for each shipment under the Contract / PO. Subject to Clause 11 below ('Tax Exemption'), if applicable, the GST amount shall be separately identified in the invoice.
- **10.3.** 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.
- **10.4.** The IITK shall not pay any charge for late payments.

11. TAX EXEMPTION

The Contractor's price shall reflect any tax exemption to which the IITK is entitled. If it is subsequently determined that any taxes that have been included in the price are not required to be paid or if, having been paid, any such taxes are subject to refunding, the IITK shall deduct the amount from the Contract price. Payment of such adjusted amount shall constitute full payment by the IITK. In the event that any taxing authority refuses to recognize the IITK's exemption from taxes, the Contractor shall immediately consult with the IITK to determine a mutually acceptable procedure for settling the applicable amount.

12. WARRANTY

- **12.1.** 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.
- **12.2.** The Contractor shall provide a warranty for the Goods for a period of one year from the date of acceptance of the Goods by the IITK, unless the standard manufacturer's warranty period is longer in which case the longer period shall apply.
- **12.3.** In the case of "homogeneously defined" or disposable goods, should any portion of the Goods, at any time, not comply with clause 5.1 or 5.2 herein or otherwise prove to be defective, the Contractor shall, upon written notification from the IITK, replace that portion of the Goods and bear all costs associated with the replacement of same.

13. PACKING

- 13.1. 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 IITK 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.
- **13.2.** 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.
- **13.3.** All packaging materials shall be non-returnable.

14. DEFAULT AND DAMAGES

- **14.1.** 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 IITK may hold the Contractor in default under the Purchase Order.
- **14.2.** When the Contractor is thus in default, the IITK 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.
- **14.3.** Alternatively, to clause 14 above when the Contractor is thus in default, the IITK may, at its own discretion, set a reasonable period of time for the Contractor to remedy its default. Any new Delivery Date shall be specified in a written amendment to the Purchase Order, duly countersigned by the Contractor.

- **14.4.** The IITK may, at its discretion, impose penalties upon the Contractor calculated in accordance with clause 15 for each Day the Contractor is late in delivering the Goods past the Delivery Date initially specified in the Purchase Order.
- **14.5.** If the Contractor does not remedy its default within the period of time accorded under clause 16, the IITK may, by written notice to the Contractor, terminate the Purchase Order with immediate effect.
- **14.6.** Upon any termination of the Purchase Order, in whole or such part(s) thereof in respect of which the Contractor is in default, the IITK may engage another contractor to deliver the Goods and recover any difference in price and any additional costs from the Contractor.
- **14.7.** The Contractor shall indemnify the IITK for all losses, charges, costs and expenses, which the IITK may suffer or incur as a result the Contractor's default, including those resulting from engaging another contractor pursuant to this clause 14.

15. PENALTIES

If, in accordance with clause 15, the IITK imposes penalties on the Contractor, such penalties shall amount to One percent (1%) of the total Purchase Order price for each week following the initial Delivery Date specified in the Purchase Order but shall not amount to more than Ten percent (10%) of the total Purchase Order value. The penalties for the delay may be deducted by IITK from any sum(s) due, or to become due, by the IITK to the Contractor.

16. DELAY NOT ATTRIBUTABLE TO THE CONTRACTOR

If the Contractor is delayed at any time in the delivery of the Goods or fulfilment of any other of the Contractor's obligations by any act or omission of the IITK, or by any of its officials, or by any separate contractor(s) contracted by the IITK, or by changes ordered in the type and/or quantity of the ordered Goods, or the Place(s) of Delivery, or any causes beyond the Contractor's reasonable control, or by any other cause, which the IITK determines may reasonably justify the delay, the Delivery Date of the Goods, or fulfilment of any other of the Contractor's applicable obligations shall be extended for such reasonable period of time as the IITK and the Contractor mutually determine. The set reasonable period of time and any amended delivery date shall be specified in a written amendment to the Contract / PO, duly countersigned by the Contractor.

17. FORCE MAJEURE

As soon as possible after the occurrence of any event constituting Force Majeure, but no later than three (3) Days, the Contractor shall give notice and full particulars in writing to the IITK of the Force Majeure. If the Contractor is thereby rendered unable, wholly or in part, to meet its obligations under the Contract, the IITK may terminate the Contract / PO with immediate effect by providing written notice to the Contractor.

18. INDEMNITY

- **18.1.** The Contractor shall indemnify, hold and save harmless and defend at its own expense the IITK, and all of the foregoing's officials, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses, arising out of acts or omissions of the Contractor or its employees, agents or subcontractors in the performance of the Contract.
- **18.2.** Clause 18 shall include, without limitation, claims and liabilities in the nature of workmen's compensation and claims and liabilities arising out of the use of patented inventions or devices.

19. ASSIGNMENT

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

20. INSOLVENCY AND BANKRUPTCY

- **20.1.** Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, the IITK may with immediate effect and without prejudice to any other right or remedy available to it, suspend the performance of the Contractor's obligations or terminate the Purchase Order with immediate effect, by providing the Contractor with written notice thereof.
- **20.2.** Should the Contractor be adjudged bankrupt, or should the Contractor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Contractor's insolvency, the IITK may, without prejudice to any other right or remedy available to it, terminate the Purchase Order with immediate effect by providing the Contractor with written notice thereof.

21. TERMINATION

21.1. The IITK 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.

22. WAIVER

A waiver of any breach of or default under the Contract / PO shall not constitute a waiver of any other breach or default and shall not affect the other terms of the Contract / PO. The rights and remedies provided by the Purchase Order are cumulative and are not exclusive of any other rights or remedies.

23. ADVERTISING

The Contractor shall not advertise or otherwise make public the fact that it is a contractor to the IITK. The Contractor shall not in any way use the name, emblem, logo, official seal, or any abbreviation of the IITK.

24. DISCRETION AND CONFIDENTIALITY

The Contractor is required to exercise the utmost discretion in all matters relating to the Contract / Purchase Order. Unless required in connection with the performance of the Purchase Order or expressly authorised in writing by the IITK, the Contractor shall not disclose at any time to any third party any information which has not been made public and which is known to the Contractor by reason of its association with the IITK. The Contractor

shall not, at any time, use such information to any private advantage. These obligations do not lapse upon any completion, expiration, cancellation or termination of the Contract / PO.

25. NOTICES

Any notice given in connection with the Contract shall be given in English and in writing and shall be deemed to be validly given if sent by registered mail or by fax or by email to the other Party at the following:

- **a.** for the IITK: the contact details set out in the 'IITK BUYER' name field of the Purchase Order; and
- **b.** for the Contractor: the contact details set out in the 'CONTRACTOR' named field of the IITK Contract/Purchase Order.

26. STAFF MEMBERS NOT TO BENEFIT

The Contractor shall not grant to any official of the IITK any direct or indirect benefit or preferential treatment on the basis of the Purchase Order or the award thereof. Any breach of this provision shall constitute a fundamental breach of the Purchase Order.

27. GOVERNING LAW

The Contract shall be governed by and construed in accordance with the substantive laws of the Republic of India.

28. SETTLEMENT OF DISPUTES

- **28.1.** The Parties shall use their best efforts to negotiate and amicably settle any disputes, controversies or claims arising out of, or in connection with, the Contract / Purchase Order or its interpretation.
- **28.2.** If the Parties fail to settle the dispute amicably within thirty (30) Days of commencement of the negotiations, the dispute shall be settled through arbitration. One (1) sole arbitrator shall be appointed by the Director of IITK who shall have full powers to make final and binding decisions subject to prevailing laws of India. The appointing authority shall be the Director of IITK. The place of arbitration shall be Kanpur and the language used in the arbitration proceedings shall be English.

29. PRIVILEGES AND IMMUNITIES

No provision of the Contract / Purchase Order shall be deemed, or interpreted as, a waiver of the privileges and immunities enjoyed by the IITK.

30. AMENDMENTS

No modification, amendment or change to the Contract/Purchase Order, or waiver of any of its provisions, or any additional contractual relationship with the Contractor shall be valid unless approved in the form of a written amendment to the Contract/Purchase Order, signed by a fully authorised representative of each Party.

31. VALIDITY

The invalidity in whole or part of any condition of the Contract / Purchase Order or clause thereof shall not affect the validity of the remainder of such condition or clause.

32. ENTIRE AGREEMENT

The Contract / Purchase Order constitute the entire agreement and understanding of the Parties and supersede any previous agreement, whether orally or in writing, between the Parties relating to the subject matter of the Contract.

33. GOVERNING LANGUAGE

The Contract / Purchase Order shall be executed in the English language which shall be the binding and controlling language for all matters relating to the meaning and interpretation of the Contract / Purchase Order.

Appendix -1

TENDER ACCEPTANCE LETTER (To be given on Company Letter Head)

Τo,

Date: _____

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

_as per your

advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. ______ to _____ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully, (Signature of the Bidder, with Official Seal

Appendix - 2

Declaration for Local Content

(To be given on Company Letter Head - For tender value below Rs.10 Crores) (To be given by Statutory Auditor/Cost Auditor/Cost Accountant/CA for tender value above Rs.10 Crores)

	Date:
То,	
The Director,	
Indian Institute of Technology Kanpur,	
GT Road, Kalyanpur, Kanpur -208016	
Sub: Declaration of Local content	
Tender Reference No:	
Name of Tender / Work:	
1. Country of Origin of Goods being offered:	
2. We hereby declare that items offered has	% local content.

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

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

Yours Faithfully, (Signature of the Bidder, with Official Seal)

Appendix - 3

Bid Security Declaration (To be given on Company Letter Head)

Date: _____

To, The Officer-In-Charge Central Stores IIT Kanpur-208016

Sub: Certificate for bid security declaration

Name of Tender / Work: -

"I/We have read the clause regarding Bid Security Declaration/Earnest Money Deposit and I/We are fully aware that if I/We withdraw or modify the bid during the period of validity I may be suspended for a period of 3 years ."

Yours Faithfully, (Signature of the Bidder, with Official Seal)