Global Tender Enquiry Document (GTE)

for

Purchase of Bulk crystals of 2D materials

For & On Behalf of
SRIC IIT Kharagpur

On E-Tender Basis

Tender No. IIT/SRIC/MSC/2DH/VK/22-23/CONS-1

Sponsored Research and Industrial Consultancy (SRIC)
Indian Institute of Technology Kharagpur
Kharagpur - 721302
Email: vidya@matsc.iitkgp.ac.in
TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Section</th>
<th>Title</th>
<th>Page No</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Section I</td>
<td>Global Tender Enquiry (GTE) Notice</td>
<td>03</td>
</tr>
<tr>
<td>02</td>
<td>Section IA</td>
<td>Time schedule of Tender</td>
<td>04</td>
</tr>
<tr>
<td>03</td>
<td>Section II</td>
<td>Instructions to Bidders</td>
<td>05</td>
</tr>
<tr>
<td>04</td>
<td>Section III</td>
<td>General Terms and Conditions</td>
<td>18</td>
</tr>
<tr>
<td>05</td>
<td>Section IV</td>
<td>Special Conditions of the Contract</td>
<td>26</td>
</tr>
<tr>
<td>06</td>
<td>Section V</td>
<td>Schedule of Requirements</td>
<td>28</td>
</tr>
<tr>
<td>07</td>
<td>Section VI</td>
<td>Proforma for Technical Bid</td>
<td>30</td>
</tr>
<tr>
<td>08</td>
<td>Section VII</td>
<td>Price Bid Declaration</td>
<td>31</td>
</tr>
<tr>
<td>09</td>
<td>Section VIII</td>
<td>Bid Security/EMD Details Proforma</td>
<td>32</td>
</tr>
<tr>
<td>10</td>
<td>Section IX</td>
<td>Undertaking</td>
<td>34</td>
</tr>
<tr>
<td>11</td>
<td>Section X</td>
<td>OEM Authorization</td>
<td>35</td>
</tr>
<tr>
<td>12</td>
<td>Section XI</td>
<td>(For Goods/ Services Contracts) Certificate - Bidder Not from/ from Country sharing Land border with India &amp; Registration of Bidder with Competent Authority</td>
<td>36</td>
</tr>
<tr>
<td>13</td>
<td>Section XII</td>
<td>(For Works Contracts, including Turnkey Contracts) Certificate – Bidder Not from/ from Country sharing Land border with India, Registration of Bidder with Competent Authority &amp; not sub-contract any work to a supplier/contractor from such countries unless such supplier/contractor is registered with the Competent Authority</td>
<td>37</td>
</tr>
<tr>
<td>14</td>
<td>Section XIII</td>
<td>Proforma for Performance Statement</td>
<td>38</td>
</tr>
<tr>
<td>15</td>
<td>Section XIV</td>
<td>Proforma for Items and Quality Control</td>
<td>39</td>
</tr>
<tr>
<td>16</td>
<td>Section XV</td>
<td>Proforma of Final Acceptance Certificate by the Consignee</td>
<td>40</td>
</tr>
<tr>
<td>17</td>
<td>Section XVI</td>
<td>Checklist for the Tenderer</td>
<td>41</td>
</tr>
</tbody>
</table>
Indian Institute of Technology Kharagpur
Sponsored Research and Industrial Consultancy

SECTION – I

No. IIT/SRIC/MSC/2DH/VK/22-23/CONS-1 Date: 30/05/2022

Invitation for Bids / Global Notice Inviting Tender
(E-Procurement Mode)

Indian Institute of Technology Kharagpur set up by the Act of parliament called The Institutes of Technology Act 1961 and it is declared as Institutions of National Importance and Institutions of Eminence. Sponsored Research and Industrial Consultancy (SRIC) is a Research and Industrial Consultancy unit of Indian Institute of Technology Kharagpur. On behalf of Sponsored Research and Industrial Consultancy, INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR (IIT KGP), the Director, acting through the Dean (SRIC) invites e-tender from established and reliable manufacturers, who fulfil the criteria mentioned in the tender documents for Supply of Bulk crystals of 2D materials. The list of items and their specifications are given in Section V.

Complete Tender Documents can be downloaded from the website “https://eprocure.gov.in/eprocure/app” from 30th May, 2022 to 27th June, 2022 upto 12:00 HRS. IIT KGP -SRIC shall open the Technical Bids Electronically on the specified date and time at IIT KHARAGPUR (SRIC).

Interested eligible manufacturer may submit their bids online at https://eprocure.gov.in/eprocure/app in Two-Bids system (i.e. Technical Bid and Price Bid) in prescribed proforma. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the Tender Documents. Tenders sent by any other mode will not be accepted. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances what so ever.

The Earnest Money (EMD) of Rs. 5,000/- (Rupees five thousand only) shall be deposited in the form of D.D*/Pay Order*/Insurance Surety bonds/Fixed Deposit Receipt*/Bank Guarantee /Banker’s Cheque from any of the commercial bank or payment online (RTGS/NEFT) in an acceptable form.

Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

The Competent Authority, IITKGP-SRIC reserves right to cancel the tender at any time or amend/withdraw any of the terms and conditions contained in the Tender Document, without assigning any reason, thereof.

IITKGP-SRIC reserves the right to accept either in full or in part any tender and to reject any or all offers without assigning any reason thereof.

Dated: 30/05/2022

Dean (SRIC)

Signature of the Tenderer
Date with Seal
**SECTION - IA**

**Time schedule of Tender**

Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Information</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>01.</td>
<td>Tender Number and Date</td>
<td>IIT/SRIC/MSC/2DH/VK/22-23/CONS-1 Date: 30/05/2022</td>
</tr>
<tr>
<td>02.</td>
<td>EMD Amount</td>
<td>INR 5,000/-</td>
</tr>
<tr>
<td></td>
<td>(Will be accepted only through D.D*/Pay Order*/Insurance Surety bonds/ Fixed Deposit Receipt*/Bank Guarantee /Banker’s Cheque or payment online (RTGS/NEFT)). IIT Kharagpur-SRIC Bank details are as under: Name of the Bank A/C: ESD Account A/C No.: 95562200002545 Name of the Bank: Canara Bank Branch: SRIC IIT Kharagpur IFSC Code : CNRB00195556 Swift Code : CNRBINBBBD</td>
<td></td>
</tr>
<tr>
<td>03.</td>
<td>Last date for submission of written queries for clarifications to the email id:</td>
<td>20/06/2022 <a href="mailto:vidya@matsc.iitkgp.ac.in">vidya@matsc.iitkgp.ac.in</a></td>
</tr>
<tr>
<td>04.</td>
<td>Date of Release of response to clarifications on <a href="http://www.iitkgp.ac.in">www.iitkgp.ac.in</a></td>
<td>30/05/2022</td>
</tr>
<tr>
<td>05.</td>
<td>Last date for submission of Tender (Online only)</td>
<td>27/06/2022 (12:00 HRS)</td>
</tr>
<tr>
<td>06.</td>
<td>Contact details</td>
<td>Dr. Vidya Kochat Materials Science Centre INDIAN INSTITUTE OF TECHNOLOGY KARAGPUR PO: KARAGPUR, DIST: MEDINIPUR (WEST) WEST BENGAL, INDIA - 721302</td>
</tr>
<tr>
<td>07.</td>
<td>The date and time for opening of Technical Bid</td>
<td>28/06/2022 (12:00 HRS)</td>
</tr>
</tbody>
</table>
SECTION - II

INSTRUCTIONS TO BIDDERS

1. All offers in the prescribed format, should be submitted online before the time and date fixed for the receipt of offers as set forth in the tender papers. Offers received after the stipulated time and date will be summarily rejected.

2. The suppliers while claiming the payment will furnish the following certificate to the paying authorities. "We hereby declare that additional set offs/input tax credit to the tune of Rs. .......... has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted".

3. Even for contracts where GST is payable, this input tax credit may become admissible to the supplies where the supplier happens to be located in the state in which GST has been implemented.

4. Any Indian Agent/Associate/Channel partner etc of Foreign Supplier cannot represent two suppliers or quote on their behalf.

5. In case the date of tender opening falls on a Gazetted holidays or is subsequently declared as such, the tenders will be opened on the next working day at the fixed time.

6. Tenderer should indicate their specific agreement to the following terms & conditions while submitting their offer:
   (i) **Payment terms**: To accept payment terms as indicated in Section-II (clause 28) of Bid documents.
   (ii) **Liquidated Damage**: To accept LD clause as detailed in Section-III General Terms and Conditions (clause 15) of Bid document.

7. In case Tenderer himself is not manufacturer of the item, they must attach valid tender specific authorization certificate and proforma quotation from their principal.

8. When payment is made through letter of credit, LC opening charges will be on IIT Kharagpur-SRIC. Unless otherwise indicated the payment will be negotiated against documents as below:
   (i) Supplier's detailed invoice showing quantity, description/part no of the material as per contract, rates and total price of the materials delivered on FOB/FCA.
   (ii) Manufacturer's work test certificate issued by manufacturers.
   (iii) One copy of the packing list indicating contents of the materials Box wise, marking, net weight, gross weight and over all dimension.
   (iv) A certificate showing the country of origin of materials supplied.
   (v) Certificate along with a copy of email stating that the original shipping documents have been forwarded to the port consignee in India by first class airmail. Also copies of shipping documents viz Airway bill/bill of lading, country of origin, invoice, packing list have been sent to their agencies as per terms and conditions of this contract. Documentary proof in the form of email/postal/courier receipt should accompany the certificate.
   (vi) Purchaser has been advised of the closing particulars of shipment by e-mail.

9. All information in the offer must be in English. Information in any other language must be accompanied by its authenticated translation in English; failure to comply with this may
render the offer liable to be rejected. In the event of any discrepancy between an offer in a language other than English and its English translation, the English translation will prevail.

10. The equipment/Spares offered should be in accordance with the specifications / stipulated drawings in "DETAILED TECHNICAL SPECIFICATIONS (Section-V)". Details of variations from the specifications / drawings, if any, should be clearly indicated and in such an event, a certificate from the users must be furnished to the effect that the product offered is and alternative acceptable to the users in the country of origin and in one or more other countries. The names of users in those foreign countries should also be indicated.

11. AGENTS AND SERVICE FACILITIES IN INDIA

11.1 IIT Kharagpur, SRIC would prefer to deal with manufacturer of stores directly and not with agent, brokers & middlemen. Manufacturers are, therefore, encouraged to quote against the tender.

Foreign firms quoting directly against the enquiry and who want Indian Agent/Associates and/or servicing facilities in India should indicate in their offer the name of their Indian Agents/Associates or the representatives they have for servicing in India, they should quote on FOB/FCA price item cost with shipping charges.

11.2 The following particulars are also required to be furnished by Tenderers failing which their offers are liable to be ignored: -

(i) The precise relationship between the foreign manufacturers/principals and their Indian Agent/Associates,
(ii) The mutual interest which the manufacturers/principals and the Indian Agents/Associates have in the business of each other.
(iii) Indian Agent's Income-tax payment account number;
(iv) All services to be rendered by the Agent/Associate whether of general nature or in relation to the particular contract and the facilities/infrastructure available with them for the same.

12. In a tender, either the Indian agent on behalf the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

13. If an agent submits bid on behalf of the Principal OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

14. The agent is official representative of Manufacturer/Principal/Bidder. Accordingly, Manufacturer/Principal/Bidder shall be fully responsible for the conduct of their appointed agent. This may please be noted.
15. QUALIFICATION CRITERIA

The invitation of bids is open to all manufacturer / authorized agents / Associates, who fulfil the criteria as specified below:

15.1 The tenderer shall provide satisfactory evidence acceptable to the Purchaser to show that-

(i) The tenderer must be a licensed manufacturer or it’s authorized Indian Agent. They may authorise their agent as per proforma of Manufacturer authorization form as given in the tender enquiry document to quote and enter into a contractual obligation.

(ii) The Manufacturer should have supplied in last Five years from the date of Tender Opening, at least 25% of the quoted quantity (rounded off to next whole number) of the similar items meeting major parameters of technical specification.

(iii) However, in case quoted quantity is one, the Manufacturer should have supplied at least one quantity of the similar items meeting major parameters of technical specification in last Five years from the date of Tender Opening.

(iv) The Tenderer quoting as authorized representative of the manufacturer meeting the above criteria 15.1 (ii) or (iii) should have executed at least one contract in the last five years from the date of tender opening of similar item meeting major parameters of Technical specification, anywhere in India of the same manufacturer.

(v) Tenderer has adequate plant and manufacturing capacity to manufacture and supply the items offered within the delivery schedule offered by him;

(vi) Tenderer has established quality control system and organization to ensure that there is adequate control at all stages of the manufacturing process.

15.2 For purposes of para-15.1. the tenderers should additionally submit-

(i) a statement indicating details of items employed and quality control measures adopted as in Section XIV.

15.3 Tender shall submit audited balance sheets for the last three years. Annual Turnover statements should be certified by Chartered Accountant/ Certified Public Accountants or equivalent bearing their membership Number.

15.4 As per Ministry of Finance, Deptt. of Expenditure, Public Procurement Division Order (Public Procurement No.1) issued from file No.6/18/2019-PPD dated 23rd July, 2020 regarding Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 2017, it is directed that any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority i.e. the Deptt. for Promotion of Industry and Internal Trade (DPIIT). The said order will not apply to bidders from those countries (even sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (updated lists of the countries are given in the Ministry of External Affairs)
“Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinafore, including any agency branch or office controlled by such person, participated in a procurement process.

“Bidders from a country which shares a land border with India” for the purpose of this Order means:
i. An entity incorporated, established or registered in such a country; or
ii. A subsidiary of an entity incorporated, established or registered in such a country; or
iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
iv. An entity whose beneficial owner is situated in such a country; or
v. An Indian (or other) agent of such an entity; or
vi. A natural person who is the citizen of such a country; or
vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

The beneficial owner for the purpose of above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercise control through other means.

Explanation-
a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of share or capital or profit of the company;
b. “Control” shall include the right to appoint majority of the directors or to control the management of policy decisions including by virtue of their shareholding or management rights or shareholders’ agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more.
interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

An agent is a person employed to do any act for another, or to represent another in dealings with the third person.

For Works contracts, including Turnkey contracts, the successful bidder shall not be allowed to sub-contract works to any supplier/contractor from a country which shares a land border with India unless such supplier/contractor is registered with the Competent Authority.

**A certificate shall be submitted by bidders in the tender documents regarding their compliance with the said order.** If the certificate submitted by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law. **Section XI (For Goods/Services contracts)/Section XII (For Works contracts, including Turnkey contracts)**

**Note:** “We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money”

15.5 In addition to the above, information regarding his capacity/capability, if required by the purchaser shall be promptly furnished by the tenderer.

15.6 Tenderer not submitting the requisite information may note that his offer is liable to be ignored.

16. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

17. BID DOCUMENTS

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder’s risk and shall result in rejection of the bid.

A. PREPARATION OF BIDS

Bidder should take into account any corrigendum published on the tender document through CPP Portal and the Institute’s web site i.e. ([www.iitkgp.ac.in](http://www.iitkgp.ac.in)) before submitting their bids.
18. DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall comprise the following components (these will also be used for determining the eligibility criteria)

18.1 Documentary evidence established in accordance with the eligibility criteria explained above that the bidder is eligible to bid and is qualified to perform the contract if the bid is accepted.

18.2 A bid form and price schedule completed in accordance with the guideline.

18.3 Bidder shall furnish a clause-by-clause compliance to the requirements and commercial conditions demonstrating responsiveness to terms and conditions. **A bid without clause-by-clause compliance of terms and conditions shall not be considered.**

18.4 Email id and phone number of the contact person of the firm.

19. BID FORM

The bidder shall submit the bid form online in their own Stationery and by using only prescribed format. Use of any other format, the bid may be liable for rejection.

20. BID SECURITY

20.1 The bidder shall furnish, as part of his bid, a bid security/EMD as per Format specified in Section VIII.

20.2 IIT Kharagpur will give exemption for submission of Tender Fee and EMD to the bidders, who are registered with MSME or Central Purchase Organization or startups as recognized by DIPP as per revised rule 170 of GFR-2017 only. However, proper and valid documents in this regard must be submitted by the bidders in support of their claim.

20.3 After accepting Bid Security declaration, if bidder withdraw or modify their bids during the period of validity, they will not be allowed to participate to any tender of IIT Kharagpur for a period of 1 (one) year from the date of notification issued by IIT Kharagpur.

21. PERIOD OF VALIDITY OF BIDS

21.1 Bid shall remain valid for 150 days after the date of opening of bids prescribed by IIT KGP-SRIC. A bid valid for a shorter period shall be rejected by IIT KGP-SRIC as non-responsive.

21.2 In exceptional circumstances, IIT KGP-SRIC may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The Bid Security/EMD Details Proforma as per Section-VIII shall also be suitably extended. A bidder accepting the request and granting extension will not be permitted to modify his bid.

22. LOCAL CONDITIONS

It will be imperative on each tenderer to fully acquaint himself of all the local conditions and factors which would have any effect on the performance of the contract and cost of the stores.
In his own interest, the foreign tenderer should familiarise himself with the Income Tax act. 1961, the Companies Act. 1956, the Customs Act. 1962 and related Laws in force in India. The purchaser shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price, or time schedule of delivery of stores shall be entertained after the offer is accepted by the purchaser.

23. PRICE BASIS AND INDEMNITY
23.1 Prices indicated in the BOQ.xls Format under Financial Cover shall be entered in the following manner:

23.2 **PRICE BIDS FOR INDIAN FIRMS:** The bidder shall give FOR destination price, inclusive of all Levies & Taxes for item for IIT KGP-SRIC in INR only.

23.3 **PRICE BIDS FOR FOREIGN FIRMS:** In case of imports, the price should be quoted on FOB/FCA origin Seaport/Airport Basis only. At any circumstances, it is the responsibility of the foreign supplier to handover the material to our forwarder at the origin airport after completing all the inland clearing. No Ex- Works consignment will be entertained.

Note: -Comparison of prices will be done ONLY on the bids submitted for the Main item and anything asked as ‘Optional’ in the specs is not to be included for overall comparison.

23.4 The prices should be stated only in one currency and should be either in the currency of the manufacturer’s country or an equivalent amount in the currency of the country of the tenderer. However, if the goods offered are manufactured in more than one country, the tenderer may state the bid price in the currency of the country of origin in which he wishes to be paid. Alternatively, tenderer may, at his option, state the entire bid price in U.S. Dollars.

23.5 The tenderers should quote their lowest possible price. Quotations should be made only for units specified in the "DETAILED TECHNICAL SPECIFICATIONS (Section-V)".

23.6 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

23.7 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.

23.8 Bidders desiring to offer discount shall modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free service, etc, into account”.

24. INSURANCE
Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

(a) In case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from ware house to ware
house (consignee site) on all risk basis. The insurance cover shall be obtained by the supplier and should be valid till 3 months after the receipt of goods by the Consignee. If the items is not commissioned and handed over to the consignee within 3 months, the insurance will be extended by the supplier at their cost till the successful handing over of the goods to the consignee. In case to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

(b) In case of orders placed on FOB/FCA basis, the purchaser shall arrange for Insurance.

25. EVALUATION OF BIDS

25.1 The technical bids will be evaluated in two steps

The bids will be examined based on eligibility criteria stipulated at Section-II to shortlist the eligible bidders.

The technical bids of only the short listed eligible bidders shall be evaluated based on technical specifications stipulated.

The bidders whose technical bid is found to meet both the requirements as specified above will qualify for opening of the financial bid.

The duly constituted Tender Evaluation Committee (TEC) shall evaluate the bids. The TEC shall be empowered to take appropriate decisions on minor deviations, if any.

25.2 Comparison of Bids

Only the short-listed bids from the bid evaluation shall be considered for commercial / financial comparison. The Financial bids will be evaluated on the basis of prices quoted.

The contract will be awarded to lowest evaluated bidder

25.2.1 For purpose of the evaluation and comparison of offers, all prices shall be converted to Indian Rupees at the exchange rate for each of the currencies in which such prices are expressed, on the date of opening of tenders

25.2.2 For commercial comparison, import cost of 15% will be added to the FOB/FCA price and the lowest bidder will be identified from BOQ.xls under financial cover.

25.2.3 Bidder selected will be offered contract as per Section-II of the Tender Document.

25.2.4 SRIC-IIT KGP reserves the right to offer the contract to a qualified bidder.

25.2.5 SRIC-IIT KGP’s decision in regard to evaluation & selection shall be FINAL and binding on the Agency and same shall not be challenged by the agency before the Court.

25.2.6 Discounts with conditions attached such as discounts having linkages to quantity, early payment, early Receipt Notes etc. will not be considered for evaluation purpose. Thus discounted rates, linked to quantities and prompt payment etc., will be ignored for determining inter-se price ranking position. If a firm quotes different rates for different quantity slabs, the highest of the rates so quoted will only be taken for determining the inter-se price ranking position.
Indian Institute of Technology Kharagpur  
Sponsored Research and Industrial Consultancy

Though the rates without considering discounts with conditions attached and highest of the rates of different quantity slabs shall only be considered for evaluation purpose, IIT Kharagpur-SRIC may avail the discounted/lowest of the slab rates, if otherwise firm’s offer is found to be acceptable.

26. PAYMENT TERMS

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner

A) Payment for Domestic Goods or Foreign Origin Located Within India.

Payment shall be made in Indian Rupees as specified in the contract in the following manner:

100% payment would be made against ‘Final Acceptance Certificate’ as per Section XV of goods to be issued by the consignees’ subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. Final acceptance certificate will be released by the consignee.

B) Payment for Imported Goods

Payment for foreign currency shall be made in the currency as specified in the contract in the following manner:

On Shipment:

80% of the net FOB/FCA price of the goods shipped shall be paid through irrevocable Letter of Credit (LC)/Cash Against Shipping Documents (CAD)/Against delivery by Swift T.T.

Letter of Credit (LC) will be established in favour of foreign Supplier after the submission of performance security. The letter of credit (LC) will be established on the exchange rates as applicable on the date of establishment. LC will be opened for 80% FOB/FCA value. 100% of the LC amount shall be released on presentation of complete and clear shipping documents and the remaining 20% by Swift T.T. of the Purchase Order value shall be released after delivery of items at IIT Kharagpur post satisfactory certification by respective Principal Investigator (End User). Irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:

(i) Four copies of supplier’s invoice showing contract number, goods description, quantity, unit price and total amount;

(ii) Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill, marked freight pre-paid and four copies of non-negotiable Bill of Lading/Airway bill;

(iii) Four Copies of packing list identifying contents of each package;

(iv) Insurance Certificate as per terms of the tender clause and documents also to be submitted for payment of LC confirming that dispatch documents have already been sent to all concerned as per the contract within 24 hours;

(v) Inspection certificate issued by the nominated inspection agency, if applicable as per contract;

(vi) Manufacturer’s own factory inspection report and

(vii) Certificate of origin by the chamber of commerce of the concerned country;

(viii) Dispatch Clearance Certificate issued by IIT Kharagpur – SRIC
a) **On Acceptance:**

Balance payment of 20% of net FOB/FCA price of goods would be made against ‘Final Acceptance Certificate’ as per Section XV to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any. Final acceptance certificate will be released by the consignee on delivery of items.

### 27. PACKING

27.1 The items tendered will have to undergo arduous transportation before reaching the destination and will have to be stored and handled in tropical climate conditions (including monsoons) before they are put to the actual use. It is therefore, imperative that packing for every item is decided by taking into consideration, inter-alia, the above vital factors, so as to eliminate damage/deterioration of items in transit/transshipment/handling or during storage.

27.2 The specification of the packing proposed shall be indicated.

27.3 The packing advices should bring out the weight, dimensions and size of each bundle/package. Where it is not possible to give weight of the bundles/packages, the supplier must indicate the volume to the bundles/packages, the number pieces per bundle/package, number of bundles/packages, and total weight of the items supplied.

27.4 Where the materials are shipped in bundles/packages the pieces in each bundle/package should be of uniform sizes to facilitate quick acceptance and payment. The number of pieces in each bundle/package should also be the same.

### 28. ACCEPTANCE OF TENDER

The Purchaser reserve the right to accept a tender for a part or whole of the quantity offered, reject any tender without assigning any reason and may not accept the lowest or any tender.

### 29. EFFECT AND VALIDITY OF OFFER

29.1 The submission of any offer connected with these specifications and documents shall constitute an agreement that the tenderer shall have no cause of action or claim against the purchaser for rejection of his offer. The purchaser shall always be at liberty to reject or accept any offer or offers at his sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the purchaser.

29.2 The offer shall be kept valid for a minimum period of one hundred and fifty (150) calendar days from the date of opening of tenders.

29.3 Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award is made by the purchaser to the tenderer. While the offers are under consideration, tenderers and/or their representatives or other interested parties are advised to refrain from contacting the purchaser by any means. If necessary, the purchaser may obtain clarifications on the offers by requesting for such information from any or all the tenderers, either in writing or through personal contact, as may be considered necessary. Tenderers are
not permitted to change the substance of their offers after the offers have been opened.

29.4 The purchaser may solicit the bidder’s consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing (email). If the bidder agrees to the extension request, the validity of bid guarantee provided shall also be suitably extended. A bidder may refuse the request without forfeiting its bid guarantee. A bidder granting the request will not be permitted to modify its tender.

SUBMISSION OF BIDS

30. Information for Bidder on e-Procurement

30.1 Tender Documents may be downloaded from Central Public Procurement Portal http://eprocure.gov.in/eprocure/app. Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website http://eprocure.gov.in/eprocure/app. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at ‘Instructions for online Bid Submission’.

30.2 Help for Service Providers, FAQ, Information about DSC and Bidders Manual Kit containing the detailed guidelines for e-Procurement system are also available on Central Public Procurement Portal. [https://eprocure.gov.in/eprocure/app]

30.3 It is mandatory for the bidders to get their firm/company registered with e-procurement portal https://eprocure.gov.in/eprocure/app to have user ID & password.

30.4 Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

30.5 Bidders may download and refer the “Instructions for Online Bid Submission” from (https://eprocure.gov.in/eprocure/app;jsessionid=A8B54EEC72D86DF9AA9D9B2DDACDAB8D.eprocgep4?page=BiddersManualKit&service=page).

30.6 The tender documents shall be submitted online in the prescribed format given on the websites and technical bids received online shall be opened as per Global NIT or Corrigendum thereof. No other mode of submission is acceptable. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be submitted in “Technical Bid”.

30.7 Bill of Quantities with rates duly filled in are to be submitted in the format provided online in the name of “Financial Bid”.

30.8 Bidders cannot submit the tender after the due date and time of e-bid submission. Time being displayed on Central Public Procurement Portal https://eprocure.gov.in/eprocure/app (“Server System Clock Time”) shall be final and binding on the bidder. e-Bids are required to be submitted by bidders, only as per the Indian Standard Time (IST) and not the time as per their location/country.
30.9 The bidders are advised to submit their e-bids well before the e-bid due date. IIT Kharagpur shall not be responsible for any delay in submission of e-bids for any reason including server and technical problems.

30.10 The Technical and Financial Bid shall be digitally signed by the Authorized Signatory of the bidder & submitted “on-line” only. The authorized signatory of the bidder must be in possession of Power of Attorney before submitting the digitally signed bid. Scanned copies of various documents can be prepared in .pdf file format.

30.11 A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the blue colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

30.12 The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

30.13 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

30.14 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

30.15 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

30.16 Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

31. MISCELLANEOUS

31.1 In case tenderer himself is not the manufacturer of the item, valid authorization, certificate as per Section X must be submitted along with offer otherwise offer is liable to be rejected.

31.2 Proforma quotation of principal is to be attached with the offer.

31.3 Tenderer must clearly indicate make & model no. of item offered and also submit detailed specification. Leaflets/catalogues marking the offered model, specifically, failing which the offer is likely to be ignored without any further reference to firm.
31.4 The tenderer must give details of supply of the quoted item in past with full particulars. The details of machinery & plants etc. must also be furnished along with the offer.

31.5 Firms must give specific comments/confirmation to each and every aspect to specification and clearly indicate compliance/non-compliance. In absence of their, offer will be taken as incomplete & the same may be passed over without any further reference to you.

31.6 Tenderers/suppliers while quoting in the tender as well as submitting their invoice/bill they should indicate the freight charges separately from the price of the goods.
SECTION - III

GENERAL TERMS AND CONDITIONS:

1. DEFINITIONS

Throughout these conditions and in the specifications, the terms:-

(i) "The Purchaser" means the Director IIT Kharagpur, acting through the Dean (SRIC), IIT Kharagpur, Po: Kharagpur, Dist: Medinipur (West), Pin: 721302 (West Bengal), INDIA, unless the context Otherwise provides.

(ii) "The Inspecting Officer" means the person, firm or department or Project Investigator or his or her nominee as Nominated by the Purchaser to inspect the stores on his behalf and the Deputies of the Inspecting Officer so nominated.

(iii) "The Supplier/contractor" means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the Supplier/contractor's successors (approved by the Purchaser), representatives, heirs, executors and administrators, as the case may be, unless excluded by the terms of the contract.

(iv) "Contract" means and includes the bid invitation, instructions to tenderers, general conditions of contract, acceptance of tender including advance acceptance of tender, special conditions of contract, particulars and other conditions specified in the acceptance of tender, the agreement entered into between the Purchaser and the supplier/contractor including all attachments and Appendices thereto and all documents incorporated by reference therein and also includes a repeal order, which has been accepted or acted upon by the supplier/contractor and a formal agreement, if executed.

(v) "Specification" means the document/standard that prescribes the requirement with which goods or service has to conform.

(vi) “Day” means calendar day.

2. EXECUTIONS

The whole contract is to be executed in the most approved, substantial and workmanlike manner, to the entire satisfaction of the purchaser or his nominee, who, both personally and by his deputies, shall have full power, at every stage of progress, to inspect the stores at such times as he may deem fit and to reject any of the stores, which he may disapprove, and his decision thereon, and on any question of the true intent the meaning of the specifications shall be final and conclusive.

3. RESPONSIBILITY OF THE SUPPLIER/CONTRACTOR FOR EXECUTING CONTRACT

Risk in the Stores: The supplier/contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The Stores and every constituents part thereof, whether in possession or control of the supplier/contractor, his servants or a carrier, or in the joint possession of the supplier/contractor, his servants and the purchaser, his servants, shall remain in every respect at the risk of the supplier/contractor until their actual delivery to the consignee at the stipulated place or destination or where so provided in the acceptance of tender, until their delivery to a person specified in the "Schedule of Requirements", as interim consignee for the purpose of dispatch to the ultimate consignee. The supplier/contractor shall be responsible for all loss, destruction, damage or deterioration of or to the stores from any cause what- soever while the stores after approval by the inspector are awaiting dispatch or delivery or are in the course of transit from the supplier/contractor.
to the consignee, or the interim consignee as the case may be. The supplier/contractor alone shall be entitled and responsible to make claim against respective authority like any carrier in respect of non-delivery, short delivery, misdelivery, loss, destruction damage or deterioration of the goods entrusted to such carrier by the supplier/contractor for transmission to the consignee or the interim consignee as the case may be.

4. INDEMNITY
The supplier/contractor shall at all times indemnify the purchaser against all claims which may be made in respect of the said work for infringement of any right protected by patent registration design or trade mark; provided always that in the event of any claim in respect of an alleged breach of a patent registered or trade mark being made against the purchaser he shall notify the supplier/contractor of the same and the supplier/contractor shall be at liberty, but at his own expense, to conduct negotiations for settlement of any litigation that may arise therefrom.

5. PRICE TENDER
5.1 (i) Prices are to be quoted in the attached Price Bid format online
(ii) The price should be quoted for the accounting unit indicated on the website
The bidder shall not submit hard copy of financial bid otherwise his tender shall be straightway rejected. Also, uploading the price bid in prequalification bid or technical bid will result in rejection of the tender.

Note: It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.

5.2 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

6. TRANSFER AND SUBLETTING
The supplier/contractor shall not sublet (otherwise than that which may be customary in the trade concerned), transfer assign or otherwise part with directly or indirectly to any person or persons, whatever is in this contract, or any part thereof without the previous written permission of the purchaser or his nominee.

7. DRAWINGS
Not Applicable.

8. ALTERATIONS
The purchaser or his nominee may require such alteration to be made on the work during its progress as he deems necessary. Should these alterations be such that either party to the contract considers an alteration in price justified, such alteration shall not be carried out until amended price have been submitted by the supplier/contractor and accepted by the purchaser. Should the supplier/contractor proceed to manufacture such stores without obtaining the consent in writing of the purchaser to an
amended price, he shall be deemed to have agreed to supply the stores at price as may be considered reasonable by the purchaser.

9. PROGRESS REPORT
The supplier/contractor shall render such reports as to the progress of the contract and in such form as may be called by the purchaser or his nominee. The submission and acceptance of those reports shall not prejudice the rights of the purchaser in this Contract in any manner.

10. DELIVERY
10.1 Delivery in FOB/FCA contract: The stores shall be delivered by the supplier/contractor free on board such vessels in such port or ports named in the quotation, as the purchaser or his nominee may require.

10.2 Such number of inspection certificates, advice notices, packing accounts and invoices, as may be required by the purchaser or his nominee, shall be furnished by the supplier/contractor at his own cost.

10.3 Freight for the conveyance of the stores or any part thereof will be engaged by the purchaser or his nominee, who will give due notice to the supplier/contractor about availability of vessels. Should the stores or any part thereof be not delivered within 7 days of the receipt of such notice by the supplier/contractor, the supplier/contractor will be liable for all payments and expenses that the purchaser incur or be put to, by reason of such non-delivery including dead and extra freight demurrage of vessels and any other charges incurred by the purchaser whatsoever.

11. CUSTOMS DRAWBACK
If, by reason of a customs notification published after the placing of the contract, the stores to be supplied shall become, on export, subject to customs drawback in respect of duty paid on them or on the materials used in their manufacture the supplier/contractor shall recover the amount of the drawback and the contract price of the stores shall be reduced by the amount so recovered.

12. PACKING
12.1 The supplier/contractor will be held responsible for the stores being sufficiently and properly packed so as to ensure their being free from any loss or injury on arrival at their destination.

12.2 Where materials are to be supplied in bundles, the gross weight should not exceed as per rule for shipments to Indian Port/Air Port.

13. SUPPLY OF DRAWINGS, TRACINGS AND SPECIFICATIONS
Any drawings, tracings or descriptions specified shall, unless otherwise directed, be furnished by the supplier/contractor with the first consignment of the work to which they relate and no payment whatsoever will be made until such drawings, tracings or descriptions have been furnished to the satisfaction of the purchaser.

14. DELIVERY PERIOD / DELAY IN SUPPLIER’S PERFORMANCE:
14.1 Timely delivery is required in terms of the condition of contract. The purchaser attaches the utmost importance to timely deliveries and requests the manufacturers to take note of the liquidated damages and risk purchase conditions as are applicable in case of delays in supplies.

14.2 Subject to the provision under General Terms and Conditions clause 15, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
   (i) imposition of liquidated damages,
14.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier’s communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier’s contractual obligations by issuing an amendment to the contract.

14.4 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser/Consignee for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and/or any other expense related to such supply shall lie against the purchaser.

14.5 Passing of Property

14.5.1 The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the conditions of the contract.

14.5.2 Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.

14.5.3 Unless otherwise agreed, the goods remain at the supplier’s risk until the property therein is transferred to the purchaser.

15. LIQUIDATED DAMAGES

In the event of the supplier/contractor’s failure to have stores ready for delivery by the time or times respectively specified in the letter of acceptance or contract, the purchaser may withhold any payment until the whole of the stores have been fully supplied or delivered and may deduct or recover from the supplier/contractor as Liquidated Damages. The Liquidated Damages shall be levied, for delay in supply beyond the contractual delivery date at the rate 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. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per General Terms and Conditions 17.

Provided, however that if the delay shall have arisen from any cause which the purchaser may admit as reasonable ground for further time, the purchaser may, at his discretion, allow such additional time as he may consider to have required by the circumstances of the case and shall forego the whole or such part, as he considers reasonable of his claim for such loss or damage as aforesaid.

16. DEFAULT AND RISK PURCHASE

16.1 Should the supplier/contractor fail to have the stores ready for delivery by the time or times agreed upon as aforesaid, or should the supplier/contractor in any manner otherwise fail to perform the contract, the purchaser shall have power to declare the contract at an end at the risk and cost of the supplier/contractor as provided in every way. In such a case, the supplier/contractor shall be liable for any expenses, losses or damages which the purchaser may be put to incur or sustain by reason of or in connection with the supplier/contractor’s default.
16.2 In the event of risk purchase being made against the contract the supplier/contractor will be liable to pay to the purchaser extra expenditure incurred i.e. in procuring the same or similar stores and/or equipment the difference between the rate quoted by the lowest acceptable tenderer against the tender and that at which the risk purchase contract is concluded, provided it is done within nine (9) months from the date of breach of the contract.

16.3 The cancellation of the contract may be either whole or part of the contract at purchaser’s option. In the event of the purchaser terminating this contract in whole or in part, he may procure upon such terms and in such manner as he deems appropriate, supplies or services similar to those so terminated, if risk purchase is not rendered possible for any reason in which event the contract shall be liable to the purchaser for any excess costs for such similar supplies/or services. However, the supplier/contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

17. FORCE MAJEURE
In event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as insurrection, restraint imposed by the Govt., act of legislative or other authority; war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or acts of God the supplier/contractor shall within two weeks from the commencement thereof, notify the same in writing to the purchaser with reasonable evidence there of. If the force majeure condition(s) mentioned above will be in force for a period of 180 days or more at any times the purchaser shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days notice to the supplier/contractor in writing. In case of such termination no damages shall be claimed by either party against the other save and except those which had occurred under any other clause of this contract prior to such termination.

18. INSPECTION
18.1 The purchaser’s/consignee’s contractual right to inspect, test and, if necessary, reject the goods after the goods’ arrival at the final destination. Inspection will be carried out by the purchaser or his nominee. The cost of inspection will be on purchaser's account subject to other provisions herein contained.

18.2 In final inspection in terms of the contract shall in no way dilute purchaser’s/consignee’s right to reject the same later, if found deficient in terms of the contract.

To enable IIT Kharagpur- SRIC to issue Dispatch Clearance Certificate, supplier/manufacture is to furnish following documents:
1. Copy of supplier’s invoice showing contract number, goods description, quantity, unit price & total amount.
2. Country of Origin Certificate
3. Quality & Quantity Certificate
4. Packing List with Complete contents.
5. Internal Factory Inspection Report

All such Certificates/Reports as mentioned above shall be addressed as:
The Dean (SRIC), Indian Institute of Technology Kharagpur, PO: Kharagpur, Dist Medinipur (West), West Bengal, India-721302.

After scrutiny, if the documents found in order, Dispatch Clearance Certificate shall be issued to the supplier.
19. Termination for default

19.1 The Purchaser/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee as per terms and conditions.

19.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 23.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.

19.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

20. Termination for insolvency

If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser/Consignee.

21. Modification of contract

21.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

(a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,

(b) Mode of packing,

(c) Incidental services to be provided by the supplier

(d) Mode of despatch,

(e) Place of delivery, and

(f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

21.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn’t agree to the adjustment made by the Purchaser/Consignee, the supplier shall convey its views to the Purchaser/Consignee within twenty-one days from the date of the supplier’s receipt of the Purchaser’s/Consignee’s amendment / modification of the contract.
22. EXPORT LICENCE
If required, the supplier/contractor shall apply to the appropriate Government Authority of the exporting country for the grant of the requisite Export License within seven days of the receipt of contract.

23. IMPORT LICENCE (In case of Indigenous Bidders)
The successful tenders will have to apply to the proper Government Authority for grant of requisite import license (if any) for such items as required within 14 days of the advance letter of acceptance/telegraphic acceptance and the purchaser will only render such assistance as considered necessary.

24. LAWS GOVERNING THE CONTRACT
24.1 This contract shall be governed by the laws of India for the time being in force.
24.2 Irrespective of the place of delivery the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place in India from where the contract has been issued.

25. Resolution of disputes
25.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
25.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India
25.3 In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration to be appointed by IIT Kharagpur.

26. JURISDICTION of COURT
The courts of the place from where the contract has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

27. Applicable Law
The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

28. Withholding and Lien in respect of sums claimed
Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim. It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the case may be, and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.
29. SECRECY
29.1 The supplier/contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, have full knowledge of the Official Secrets Act and any regulations framed thereunder.
29.2 Any information obtained in the course of the execution of the contract by the supplier/contractor his servants or agent or any person so employed as to any matter whatsoever which would or might be directly or indirectly of use to any enemy of India, must be treated as secret and shall not at any time be communicated to any person.
29.3 Any breach of the aforesaid conditions shall entitle the purchaser to cancel the contract and to purchase or authorize the purchase of the stores at the risk and cost of the supplier/contractor in accordance with the clause-17 of the General Conditions of Contract. In the event of such cancellation, the stores or parts manufactured in the execution of the contract shall be taken by the purchaser at such price as he considers fair and reasonable and the decision of the purchaser to such price shall be final and binding on the supplier/contractor.

30. QUANTITY VARIATION
Unless otherwise indicated the purchaser reserves the right to vary the quantity mentioned in the “Schedule of requirement” by + 30%. It shall also be binding on the supplier/contractor to accept the increased quantity within stipulated delivery period/extended delivery period if any, irrespective of the fact whether originally contracted quantity has been shipped/dispatched or not.

31. WTC
The Works Test Certificate, if required to be submitted as per contract should be submitted as per Section XIV.

32. GENERAL
32.1 Bidders/Tenderers must ensure that the condition laid down for submission of offers detailed in the preceding paras, are completely and correctly fulfilled.
32.2 Tenders which are not complete in all details as stipulated above may be summarily rejected.
SECTION - IV
SPECIAL CONDITIONS OF CONTRACT

The following special conditions shall apply to contracts for the supply of plant and machinery and manufactured equipment. But where they differ from the General Conditions, the Special Conditions shall over-ride the General Conditions.

1. DEFINITIONS
   (a) The term “Work” means all the work specified or set forth and required if any by the said specifications, drawings and “Schedule of Requirements”, hereto annexed or to be implied therefrom or incidental thereto, or to be hereafter specified or required in such explanatory instructions and drawings (being in conformity with the said original specification(s), drawing(s) and “Schedule of Requirements” and also in such additional instructions and drawing supplied by the purchaser from time to time, during the progress of the work hereby contracted for.

   (b) The term “Test” shall mean such test or tests as are prescribed by the specification(s) to be made by the purchaser, or his nominee, after erection at site, before the plant is taken over by the purchaser.

2. PERFORMANCE OF WORK
   The work shall be performed at the place or places specified in the tender or at such other place or places as may be approved by the purchaser.

3. SPECIFICATIONS
   If the supplier/contractor shall have any doubt as to the meaning of any portion of the conditions of the specifications, drawings or plans, supplier/contractor shall (before submitting the tender) set forth the particulars thereof and submit them to the purchaser in writing in order that such doubts may be removed.

4. WARRANTY
   Not Applicable

5. TAX PAID IDENTIFICATION NO:
   Tenderers must quote their tax paid identification No. (TIN) in their quotation otherwise their quotation will not be entertained. TIN must also be quoted on the bills by the suppliers, failing which their payment may not be released.

6. DELIVERY SCHEDULE
   The supplier/contractor shall supply stores in accordance with the delivery schedule indicated in the “Schedule of Requirements” annexed.

   07. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.

   08. Any clarification issued by purchaser in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
09. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid as per bid declaration form.

10. The Agency shall be responsible for compliance of all applicable laws, codes, statutory Regulations & established practice as required for performance of services under this contract. Whether now in force or which may hereinafter come in force during the currency of the contract and or extension thereof.

11. Solvency Certificate: The applicant should furnish solvency certificate issued by the applicant’s bankers.

12. Invoices should be in the name of The Dean (SRIC), IIT Kharagpur, Kharagpur-721302, Dist: Paschim Medinipur, West Bengal, India.
SECTION – V

DETAILED TECHNICAL SPECIFICATIONS

1. **h- BN (hexagonal Boron nitride)**
   - flakes of sizes approximately 2 mm
   - Purity: Grade A or higher
   - Prior characterization by XRD, Raman, EDX
   - Electronic and optical grade with no mid-gap defects
   - Quantity – 1 box

2. **WTe2 (Tungsten ditelluride)**
   - Orthorhombic phase
   - Flakes/large crystals of size approximately 1 cm
   - Purity > 99.995%
   - Prior characterization by XRD, Raman, EDX
   - Quantity – 1 box

3. **CrCl3 (Chromium trichloride)**
   - Flakes/crystals ~0.2 grams of containing many layered clean crystals
   - Purity >99.995%
   - Prior characterization by XRD, Raman, EDX
   - Magnetic grade
   - Quantity – 1 box

4. **NbSe2 (Niobium selenide)**
   - Flakes/crystals
   - Hexagonal crystal structure (2H phase)
   - Purity > 99.995%
   - Prior characterization by XRD, Raman, EDX
   - Quantity – 1 box
Indian Institute of Technology Kharagpur
Sponsored Research and Industrial Consultancy

(to be submitted by the vendor/firm on its official letter head)

**Techno-Commercial Terms & Conditions:**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Prices for Foreign Bidder : FOB/FCA</td>
</tr>
<tr>
<td>2.</td>
<td>Prices for Indian Bidder : FOR IIT Kharagpur</td>
</tr>
<tr>
<td>3.</td>
<td>Payment : Should be clearly mentioned, as per payment terms</td>
</tr>
<tr>
<td>4.</td>
<td>Validity of the quotation :</td>
</tr>
<tr>
<td>5.</td>
<td>Delivery Period :</td>
</tr>
<tr>
<td>6.</td>
<td>Warranty : Not Applicable</td>
</tr>
<tr>
<td>7.</td>
<td>Name of the Company with address in details to whom order to be placed :</td>
</tr>
<tr>
<td>8.</td>
<td>Mode of Shipment (Air/Ship) :</td>
</tr>
<tr>
<td>9.</td>
<td>Port of Shipment :</td>
</tr>
<tr>
<td>10.</td>
<td>Country of Origin :</td>
</tr>
<tr>
<td>11.</td>
<td>Currency :</td>
</tr>
<tr>
<td>12.</td>
<td>Bank details of (Sl. No. 7) :</td>
</tr>
</tbody>
</table>

Signature________________
Name___________________
Designation______________
Seal of the firm/organization

Indian Institute of Technology Kharagpur invites online Bids (Technical bid and Commercial bid) from all manufacturer and experienced OEM (Original Equipment Manufacturer) OR OEM Authorized Dealer

A complete set of tender documents may be Download by prospective bidder free of cost from the website [http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app). Bidder has to make payment of requisite fees (i.e. Tender fees, if any and EMD) in the form of D.D*/Pay Order*/Insurance Surety bonds/Fixed Deposit Receipt*/Bank Guarantee /Banker’s Cheque from any of the commercial bank or payment online (RTGS/NEFT) in an acceptable form only.
## SECTION - VI

**PROFORMA FOR TECHNICAL BIDS**

Specification of the equipment / item (in detail) to be purchased

<table>
<thead>
<tr>
<th>Details of Technical Specifications</th>
<th>Whether complied with YES/NO</th>
<th>If yes, please attach Tech literature of the equipment duly printed &amp; clearly specify page No of Bulletin which specifically confirm this</th>
<th>If no, attach deviation statement</th>
<th>Remarks (if any)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** Please indicate the page numbers where documents uploaded /attached. The entire tender document should be serially page numbered including enclosures.

**N.B.:**

1. All the bidders are requested to provide true statement in the columns. Concealing of facts will liable to be rejected the tender completely. No communication will be made in this regard.

2. Category of classification of the goods in its packing as per IATA definition inclusive of nature of sensitivity and volume of cargo.

3. Separate page, if required may be used for the stated information with same format.

Signature of Tenderer with office seal
To
Prof. Vidya Kochat,
Materials Science Centre
Indian Institute of Technology Kharagpur
P.O.: Kharagpur, Dist: Medinipur (West)
Kharagpur - 721302

Dear Sir,

Having examined the conditions of contract and specifications including addenda Nos. (If any) the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide as per tender terms and conditions in conformity with the supply of the equipment, conditions of contract and specifications for the sum shown as per Section V, Section VI and price as per BOQ.xls format under Financial Cover and made part of this Bid.

We undertake, if our Bid is accepted, to commence deliveries within schedule time frame and to complete delivery of all the supplies specified in the contract within as per schedule calculated from the date of issue of your purchase order/RO.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid, you may receive.

We have applied and have submitted required bid security as per clause 8, section II of tender document.

Dated this ......................... day of ..................... 2022

Name and Signature ..............................................

In the capacity of ..................................................

Duly authorized to sign the bid for and on behalf of .............................................
SECTION - VIII

Bid Security/EMD Details Proforma

Date: 30/05/2022

Tender No. IIT/SRIC/MSC/2DH/VK/22-23/CONS-1

The EMD of INR. 5,000/- has been deposited in the Bank Account Number 95562200002545, Name of the Bank: Canara Bank, Branch: SRIC IIT Kharagpur, IFSC Code : CNRB0019556 . Details are given below.

For Online only (RTGS/NEFT)

<table>
<thead>
<tr>
<th>Name of the Transferor Bank</th>
<th>Amount</th>
<th>Date of Transfer</th>
<th>UTR / Transaction No</th>
</tr>
</thead>
</table>

For Offline only (in favour of the IIT Kharagpur and Payable at Kharagpur)

<table>
<thead>
<tr>
<th>Name of the Bank</th>
<th>Amount</th>
<th>Date of Issue</th>
<th>Number of D.D*/Pay Order*/Insurance Surety bonds/ Fixed Deposit Receipt*/Bank Guarantee/Banker’s Cheque</th>
</tr>
</thead>
</table>

Note: Scan copy of D.D*/Pay Order*/Insurance Surety bonds/ Fixed Deposit Receipt*/Bank Guarantee/Banker’s Cheque to be attached in the tender documents.

Note:

In case of MSME where the EMD is Exempted, IIT Kharagpur will give exemption for submission of Tender Fee and EMD to the bidders, who are registered with MSME or Central Purchase Organization or start-ups as recognized by DIPP as per revised rule 170 of GFR-2017 only. However, proper and valid documents in this regard must be submitted by the bidders in support of their claim.

Certificate for MSME etc. should be uploaded, failing which bid will be rejected.

In case the bid is submitted as an Indian arm of a foreign bidder and the eligibility criteria conditions were met through foreign company, then the EMD exemption cannot be claimed under the MSME status of India arm/subsidiary. Thus a bidder who solely on its own, fulfils each eligibility criteria condition as per the tender terms and conditions and who are having MSE status, can claim EMD exemption/tender fee.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER’S AUTHORIZED REPRESENTATIVE]
[Insert signatory’s legal capacity] Affiant

Signature of the Tenderer
Date with Seal
## PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/UNSUCCESSFUL BIDDER

RTGS/National Electronic Fund Transfer (NEFT) Mandate Form

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>Name of the Bidder</strong></td>
</tr>
<tr>
<td>2.</td>
<td><strong>Permanent Account No (PAN)</strong></td>
</tr>
<tr>
<td>3.</td>
<td><strong>Particulars of Bank Account</strong></td>
</tr>
<tr>
<td></td>
<td>a) <strong>Name of the Bank</strong></td>
</tr>
<tr>
<td></td>
<td>b) <strong>Name of the Branch</strong></td>
</tr>
<tr>
<td></td>
<td>c) <strong>Branch Code</strong></td>
</tr>
<tr>
<td></td>
<td>d) <strong>Address</strong></td>
</tr>
<tr>
<td></td>
<td>e) <strong>City Name</strong></td>
</tr>
<tr>
<td></td>
<td>f) <strong>Telephone No</strong></td>
</tr>
<tr>
<td></td>
<td>g) <strong>NEFT/ RTGS</strong></td>
</tr>
<tr>
<td></td>
<td>h) <strong>IFSC / Swift Code</strong></td>
</tr>
<tr>
<td></td>
<td>i) <strong>9 Digit MICR Code appearing on the cheque book</strong></td>
</tr>
<tr>
<td></td>
<td>j) <strong>Type of Account</strong></td>
</tr>
<tr>
<td></td>
<td>k) <strong>Account No.</strong></td>
</tr>
<tr>
<td>4.</td>
<td><strong>Email ID of the Bidder</strong></td>
</tr>
</tbody>
</table>
SECTION IX

UNDERTAKING

I hereby undertake and declare that the agency M/S................................................................. have not been black listed by any Government Organizations, autonomous bodies, Department of Government of India and Department of Government of West Bengal and any others State Government in India.

Signature of the Authorized Persons.............................................
Name & Seal of the Company

Date:  
Place:
SECTION X

ORIGINAL EQUIPMENT MANUFACTURER (OEM)
Manufacturing authorisation form (MAF)

(On Letter Head of Manufacturer)

To

The Dean (SRIC)
Indian Institute of Technology Kharagpur
Sponsored Research and Industrial Consultancy
P.O.: Kharagpur, Dist: Medinipur (West)
Kharagpur - 721302

Dear Sir,

We manufacture original items at (…………………………..address of factory……………………………) do hereby authorize M/s (Name and address of Agent) to submit a bid, negotiate and receive the order against your tender enquiry.

M/s. …………………………………….. is authorized to bid and conclude the contract in regard to this business.

(Name of the Company with address in details to whom order to be placed)

Yours Faithfully,

(Name)

(Name & Seal of Manufactures)

Note: -

1. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry.

   One manufacturer can authorize only one agent/dealer

2. The letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The same should be included by the bidder in its techno-commercial unpriced bid.
SECTION XI

<On Organization Letter Head>

(For Goods/ Services Contracts)

CERTIFICATE

I have read the clause related to insertion of Rule 144 (xi) in the General Financial Rules 2017 vide O.M No.: F.No.6/18/2019-PPD dated 23rd July 2020 of Ministry of Finance regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that this bidder is not from such a country.

OR (whichever is applicable)

I have read the clause related to insertion of Rule 144 (xi) in the General Financial Rules 2017 vide O.M No.: F.No.6/18/2019-PPD dated 23rd July 2020 of Ministry of Finance regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that this bidder is from ________________ (Name of Country) and has been registered with the Competent Authority. I also certify that this bidder fulfills all the requirements in this regard and is eligible to be considered.

(Copy/ evidence of valid registration by the Competent Authority is to be attached)

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law

Signature of Bidder/ Agent

Name: ______________________________

Designation: ______________________________

Organization Name: ______________________________

Contact No.: ______________________________

Signature of the Tenderer

Date with Seal
SECTION XII

<On Organization Letter Head>

(For Works Contracts, including Turnkey contracts)

CERTIFICATE

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to supplier/contractors from such countries and hereby certify that this bidder is not from such a country and will not sub-contract any work to a supplier/contractor from such countries unless such supplier/contractor is registered with the Competent Authority.

OR (whichever is applicable)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to supplier/contractors from such countries and hereby certify that this bidder is from _______________ (Name of Country) and has been registered with the Competent Authority and will not sub-contract any work to a supplier/contractor from such countries unless such supplier/contractor is registered with the Competent Authority. I also certify that this bidder fulfills all the requirements in this regard and is eligible to be considered.

(Copy/evidence of valid registration by the Competent Authority is to be attached)

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law

Signature of Bidder/Agent

Name: ______________________________

Designation: ______________________________

Organization Name: ______________________________

Contact No.: ______________________________
SECTION XIII

PROFORMA FOR PERFORMANCE STATEMENT
(For the period of last five years)

Tender Reference No. : ______________________

Date of opening : ______________________

Time : ______________________

Name and address of the Tenderer : ______________________

Name and address of the manufacturer : ______________________

<table>
<thead>
<tr>
<th>Order placed by (full address of Purchaser/Consignee)</th>
<th>Order number and date</th>
<th>Description and quantity of ordered goods and services</th>
<th>Value of order (Rs.)</th>
<th>Date of completion of Contract</th>
<th>Remarks indicating reasons for delay if any</th>
<th>Have the goods been functioning Satisfactorily (attach documentary proof)**</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
</tbody>
</table>

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Signature and seal of the Tenderer

** The documentary proof will be a certificate from the consignee/end user with cross-reference of order no. and date in the certificate authenticating the correctness of the information furnished.
Indian Institute of Technology Kharagpur
Sponsored Research and Industrial Consultancy

SECTION XIV

PROFORMA FOR ITEM AND QUALITY CONTROL

Tender No................................. Date of Opening........................... Time ......... Hours........

Name of firm ............................................................................................................................

Note: All details required only for the items tendered.

1. Name & full address of the firm
2. Telephone & Telex No. Office/Factory/Works
3. Telegraphic address
4. Location of the Manufacturing factory
5. Details of Industrial License, wherever required as per statutory regulations.
6. Details of plant & machinery erected and functioning in each Deptt.
   (Monographs & description pamphlets be supplied if available).
7. Details of the process of manufacture in the factory in brief.
8. (i) Details & Stock of raw material held.
   (ii) For Indian Firm’s if they are a small scale unit regd. with NSIC Ltd., they should furnish full particulars of items, registration, currency period and monetary limit etc.
9. Production capacity of items (s) quoted for, with the existing plant & machinery
   9.1. Normal
   9.2. Maximum
10. Details of arrangement for quality control of product such as laboratory, testing equipment etc.
11. Details of staff.
   11.1. Details of technical supervisory staff-in-charge of production & quality control.
   11.2. Skilled labour Employed.
   11.3. Unskilled labour employed.
   11.4. Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of application.
12. Whether stores are tested to any standard specification, if so, copies of original test certificates should be submitted in triplicate.
13. Are you registered with the Director General of Supplies & Disposals, New Delhi, INDIA. If so, furnish full particulars of registration, period of currency etc.
14. Are you a small Scale unit, registered with the National Small Industries Corporation Ltd., New Delhi, INDIA. If so, furnish full particulars of registration, currency period

Signature and seal of the Manufacturer/Tenderer

Signature of the Tenderer
Date with Seal
SECTION XV

Proforma of Final Acceptance Certificate by the Consignee

No______________
Date____________

To
M/s   ____________

This is to certify that the items as detailed below has/have been received in good conditions in accordance with the contract/technical specifications.

(a) Contract No dated

(b) Description of the items: _____________________________

(c) Items) nos.: _____________________________________

(d) Quantity:  ___________________________________________________

(e) Bill of Loading/Air Way Bill/Railway Receipt/ Goods Consignment Note no __________________ dated ________

(f) Name of the vessel/Transporters: _________________________________

(g) Name of the Consignee: ________________________________________

The supplier has fulfilled its contractual obligations satisfactorily ## or
The supplier has failed to fulfil its contractual obligations with regard to the following: He has not adhered to the time schedule specified in the contract in dispatching the documents pursuant to ‘Technical Specifications’.
The amount of recovery on account of failure of the supplier to meet his contractual obligations is _______________ (here indicate the amount).

Signature
Name
Designation with stamp

## Explanatory notes for filling up the certificate:

i. He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to ‘Technical Specification’.
TENDER DOCUMENT FOR PURCHASE OF Bulk crystals of 2D materials
TENDER NO. IIT/SRIC/MSC/2DH/VK/22-23/CONS-1

CHECKLIST FOR THE TENDERER

<table>
<thead>
<tr>
<th>Name and Address of the Tenderer:</th>
<th>List of item Quoted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Security Self Declaration Format</td>
<td>Yes/ No</td>
</tr>
</tbody>
</table>

*Supportive Documents must enclose for fulfilling Eligibility criteria, to be submitted by the Tenderer

| 01 | A bid form and price schedule at a prescribed Format/ Schedule |
| 02 | Bid Security/EMD Details Proforma |
| 03 | Registration Certificate/Certificate of incorporation, if any |
| 04 | Must have supplied similar items to laboratories of State or Central Government Institutions or reputed Educational or Research Institution and proof of such supplies should be produced |
| 05 | GST Registration Certificate (Applicable for Indian firms) |
| 06 | Copy of PAN./CIN No. of the Company (Applicable for Indian firms) |
| 07 | Authorized dealer Certificate from Manufacturer |
| 08 | Lists of clients with reference in minimum five firms with name, designation and contact details |
| 09 | Brief on supply of laboratory items handled during last five years |
| 10 | List of offices/branches in India, with address and contact details, if any |
| 11 | Contact Person Mobile No. & Land Line |
| 12 | OEM Authorization |
| 13 | Solvency certificate |
| 14 | (For Goods/ Services Contracts) Certificate - Bidder Not from/ from Country sharing Land border with India & Registration of Bidder with Competent Authority |
| 15 | (For Works Contracts, including Turnkey Contracts) Certificate – Bidder Not from/ from Country sharing Land border with India, Registration of Bidder with Competent Authority & not subcontract any work to a supplier/contractor from such countries unless such supplier/contractor is registered with the Competent Authority |
| 16 | Proforma for Performance Statement |
| 17 | Proforma for Items and Quality Control |
| 18 | Proforma of Final Acceptance Certificate by the Consignee |

Date:                Date with Company Seal

Signature of the Tenderer
Date with Seal