



**Indian Institute of Technology Kharagpur  
Sponsored Research and Industrial Consultancy**

**Global Tender Enquiry Document (GTE)**

*for*

**Purchase of Closed Cycle Optical Cryostat with Sample in Vacuum**

***For & On Behalf of  
SRIC IIT KHARAGPUR***

***On E-Tender Basis***

**Tender No. IIT/SRIC/ME/PBO/SC/22-23/EQ-2**

**Sponsored Research and Industrial Consultancy (SRIC)  
Indian Institute of Technology Kharagpur  
Kharagpur - 721302  
Email: [suman@mech.iitkgp.ac.in](mailto:suman@mech.iitkgp.ac.in)**



# Indian Institute of Technology Kharagpur Sponsored Research and Industrial Consultancy

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## SECTION – I

No. IIT/SRIC/ME/PBO/SC/22-23/EQ-2

Date: 01/09/2022

### 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 **Closed Cycle Optical Cryostat with Sample in Vacuum**. The list of equipment and their specifications are given in Section V.

Complete Tender Documents can be downloaded from the website "<https://eprocure.gov.in/eprocure/app>" from 1<sup>st</sup> September, 2022 to 28<sup>th</sup> September, 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. 68,000.00 (Rupees Sixty-Eight 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: 01/09/2022

Dean (SRIC)



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## 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.

Sl. No.	Information	Details
01.	Tender Number and Date	IIT/SRIC/ME/PBO/SC/22-23/EQ-2 Date: 01/09/2022
02.	EMD Amount (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 : CNRB0019556 Swift Code : CNRBINBBFD	INR 68,000/-
03.	Last date for submission of written queries for clarifications to the email id:	<b>21/09/2022</b> <a href="mailto:suman@mech.iitkgp.ac.in">suman@mech.iitkgp.ac.in</a> <a href="mailto:pradipc@chem.iitkgp.ac.in">pradipc@chem.iitkgp.ac.in</a>
04.	Date of Release of response to clarifications on <a href="http://www.iitkgp.ac.in">www.iitkgp.ac.in</a>	<b>01/09/2022</b>
05.	Last date for submission of Tender (Online only)	<b>28/09/2022 (12:00 HRS)</b>
06.	Contact details	<b>Prof. Suman Chakraborty</b> Department of Mechanical Engineering INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR PO: KHARAGPUR, DIST: MEDINIPUR (WEST) WEST BENGAL, INDIA - 721302
07	The date and time for opening of Technical Bid	<b>29/09/2022 (12:00 HRS)</b>



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### 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) **Performance Bank guarantee:** PBG of 3% of PO value as per Section-III General Terms and Conditions (clause 18) of Bid document.
  - (iii) **Liquidated Damage:** To accept LD clause as detailed in Section-III General Terms and Conditions (clause 15) of Bid document.
  - (iv) Warranty period as per Section-IV (clause 8) of Special Conditions of Contracts.
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.



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- (vi) Purchaser has been advised of the closing particulars of shipment by e-mail.
- (vii) Certificate that the firm shall comply with the warranty obligation under this contract pursuant to the warranty.
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.
- 11.2 The following particulars are also required to be furnished by Tenderers failing which their offers are liable to be ignored: -
- The precise relationship between the foreign manufacturers/principals and their Indian Agent/Associates,
  - The mutual interest which the manufacturers/principals and the Indian Agents/Associates have in the business of each other.
  - Indian Agent's Income-tax payment account number;
  - 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.



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### 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 and installed 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 equipment meeting major parameters of technical specification which is functioning satisfactorily.
  - (iii) However, in case quoted quantity is one, the Manufacturer should have supplied and installed at least one quantity of the similar equipment meeting major parameters of technical specification which is functioning satisfactorily 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 equipment meeting major parameters of Technical specification which is functioning satisfactorily, 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) In support of 15 (ii) ,15 (iii) & 15 (iv), the Tenderer shall furnish Performance statement in the enclosed in Section XIV.  
The Manufacturer/Indian Agent as Tenderer shall furnish Satisfactory Performance Certificate/Installation Reports in respect of above, along with the tender.
  - (ii) a statement indicating details of equipment employed and quality control measures adopted as in Section XV.
- 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 The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre-determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.
- 15.5 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



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(GFRs) 2017, it is directed that any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority i.e. the Deptt. for Promotion of Industry and Internal Trade (DPIIT). The said order will not apply to bidders from those countries (even sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (updated lists of the countries are given in the Ministry of External Affairs)

“Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participated in a procurement process.

“Bidders from a country which shares a land border with India” for the purpose of this Order means:

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

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

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

Explanation-

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

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

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person (s), who, whether acting alone or together, or through





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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 XII** (For Goods/ Services contracts)/ **Section XIII** (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”**

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

15.7 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.



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### 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 IX.
- 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-IX 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



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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, exclusive of all Levies & Taxes for equipment 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 Equipment 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.



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If the equipment 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 installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due 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. SPARE PARTS

25.1 If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:

- a) The spare parts as selected by the Purchaser/Consignee to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
- b) In case the production of the spare parts is discontinued:
  - (i) Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
  - (ii) Immediately following such discontinuation, providing the Purchaser/Consignee, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/Consignee.

25.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser/Consignee promptly on receipt of order from the Purchaser/Consignee.

### 26. INCIDENTAL SERVICES

26.1 Subject to the stipulation, if any, in the SCC, List of Requirements and the Technical Specification, the supplier shall be required to perform the following services.

- i) Installation & commissioning, Supervision and Demonstration of the goods
- ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
- iii) Training of Consignee's, Staff, operators etc. for operating and maintaining the goods
- iv) Supplying required number of operation & maintenance manual for the goods

### 27. EVALUATION OF BIDS

#### 27.1 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.



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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.

### 27.2 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

- 27.2.1 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
- 27.2.2 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.
- 27.2.3 Bidder selected will be offered contract as per Section-II of the Tender Document.
- 27.2.4 SRIC-IIT KGP reserves the right to offer the contract to a qualified bidder.
- 27.2.5 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.
- 27.2.6 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.

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.

### 28. 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 XVI 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 on completion of installation, commissioning, training, successful running of equipment (at least 2-3 weeks) and handing over the equipment to the consignee.



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### 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/after satisfactory installation 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 satisfactory installation, commissioning and performance of the equipment 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) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection certificate issued by the nominated inspection agency, if applicable as per contract;
- (vii) Manufacturer's own factory inspection report and
- (viii) Certificate of origin by the chamber of commerce of the concerned country;
- (ix) Inspection Certificate for the despatched equipment issued by recognized/reputed agency
- (x) 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 XVI 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 completion of installation, commissioning, training, successful running of equipment (at least 2-3 weeks) and handing over the equipment to the consignee.

### 29. PACKING

- 29.1 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,





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imperative that packing for every items 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.

- 29.2 The specification of the packing proposed shall be indicated.
- 29.3 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.
- 29.4 Where the materials are shipped in bundles/packages the pieces in each bundles/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.

### 30. 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.

### 31. EFFECT AND VALIDITY OF OFFER

- 31.1 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.
- 31.2 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.
- 31.3 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.
- 31.4 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

#### 32. Information for Bidder on e-Procurement

- 32.1 Tender Documents may be downloaded from Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app>. Aspiring Bidders who have not enrolled/



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- 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'.
- 32.2 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>]
  - 32.3 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.
  - 32.4 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.
  - 32.5 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>).
  - 32.6 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".
  - 32.7 Bill of Quantities with rates duly filled in are to be submitted in the format provided online in the name of "Financial Bid".
  - 32.8 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.
  - 32.9 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.
  - 32.10 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.
  - 32.11 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.
  - 32.12 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





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bidders, opening of bids etc. The bidders should follow this time during bid submission.

- 32.13 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.
- 32.14 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 32.15 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.
- 32.16 Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

### 33. MISCELLANEOUS

- 33.1 In case tenderer himself is not the manufacturer of the item, valid authorization, certificate as per Section XI must be submitted along with offer otherwise offer is liable to be rejected.
- 33.2 Proforma quotation of principal is to be attached with the offer.
- 33.3 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.
- 33.4 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.
- 33.5 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.
- 33.6 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.



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## 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) "**Performance Security**" means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (vi) "**Specification**" means the document/standard that prescribes the requirement with which goods or service has to conform.
- (vii) "**Inspection**" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (viii) "**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



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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 whatsoever 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

If any figure of a drawing differ from those obtained by scaling the drawings, the figured dimensions shall be taken as correct.

#### 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



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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.



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- 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,
  - (ii) forfeiture of its performance security and
  - (iii) termination of the contract for default.
- 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



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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. PERFORMANCE SECURITY

- 18.1 The successful bidder shall be required to deposit 3% of the total value of the order as performance security, within 14 days of issue of Purchase Order /letter of intent in the form of D.D\*/Pay Order\*/Fixed Deposit Receipt\* / Bank Guarantee (performance security bond prescribed in Section VIII) from commercial bank drawn in favour of "IIT Kharagpur, payable at Kharagpur" and the bank guarantee shall remain valid for 60 days beyond the date of completion of all contractual obligation of supplier including warranty obligation for the equipment/goods.
- 18.2 The amount of performance security so withheld will be discharged after the warranty period is over.
- 18.3 If the supplier/contractor fails or neglects any of the bid obligations under the contract it shall be lawful for IITKGP-SRIC to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure.
- 18.4 The proceedings of performance security shall be payable to IITKGP-SRIC as compensation for any loss resulting from Supplier/Agency's failure to complete its obligation under the contract.





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- 18.5 The performance security bond shall be extended suitably in the event of extension of period of contract or till all obligations under the contract has been satisfied.
- 18.6 Performance Security will not be carrying any interest.

### 19. INSPECTION

- 19.1 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.
- 19.2 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 warranty clause of the contract.
- 19.3 Principal/ Foreign supplier shall also have the equipment inspected by recognised/ reputed agency prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.
- 19.4 Third Party Inspection to include only Physical & Relevant records Inspection of the Ordered Goods. However, Dispatch Clearance Certificate is issued without prejudice to the Purchaser's right to accept/reject the Ordered Goods after it's arrival at site/destination, if not found in accordance with the Purchase Order during the installation and testing at site and during the performance guarantee period. This dispatch clearance certificate will not absolve manufacturer from his responsibility to ensure that the Ordered Goods supplied are totally in accordance with the Purchase Order/Notification of Award.
- 19.5 The stores (both Indian & Import origin goods) should be dispatched only after the equipment inspected by recognized/reputed agency to dispatch prior to dispatch at the supplier's cost and furnish necessary Certificate from the said agency in support of their claim.

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
6. Warranty Certificate
7. Inspection certificate for the dispatched equipment issued by recognized/reputed prior to dispatch

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.

No goods (both Indians & Import origin goods) shall be dispatched before issue of Dispatch Clearance Certificate by IIT Kharagpur - SRIC.



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### 19.6 Inspection Notes

On the stores being found acceptable by the Inspecting Officer, he shall furnish the supplier/contractor with necessary copies of the Inspection Notes duly completed, for being attached to the supplier/contractor's bill in support thereof.

### 20. INSPECTING OFFICER-POWERS OF REJECTION

20.1 The Inspecting Officer shall have the power-

- (i) Before any stores or Part thereof are submitted for inspection, to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacturing.
- (ii) To reject any stores submitted as not being in accordance with the particulars.
- (iii) To reject the whole of the instalment tendered for inspection, if after inspection of such portion thereof, as he may in his discretion think fit, he is satisfied that the same is unsatisfactory.
- (iv) To mark the rejected stores with a rejection mark. so that they may be easily identified if re-submitted.

20.2 The Inspecting Officer's decision as regards the rejection shall be final and binding on the supplier/contractor.

### 21. CONSEQUENCE OF REJECTION

21.1 If on the stores being rejected by the Inspecting Officer of consignee at the destination, the supplier/contractor fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to-

- (i) Request the supplier/contractor to replace the rejected stores forthwith but in any event not later than a period of 30 days from the date of rejection, and the supplier/contractor shall bear all the cost of such replacement, including freight, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or on any other account.
- (ii) Purchase or authorize the purchase of stores rejected or stores of a similar description (when stores exactly complying with the particulars are not, in the opinion of the purchaser which shall be final, readily available) without notice to the supplier/contractor, at his risk and cost and without affecting the supplier/contractor's liability as regards to the supply of any further instalment due under the contract, or

Cancel the contract and purchase or authorize the purchase of the stores or stores of a similar description (when stores exactly complying with the particulars are not in the opinion of the purchaser which shall be final readily available) at the risk and cost of the supplier/contractor

21.2 Where, under a contract, the price payable is fixed on FOB/ FCA port of export or F.O.R. (station of dispatch) the supplier/contractor shall, if the stores are rejected at the destination by the consignee, be liable in addition to his other liabilities including refund of price recoverable in respect of the stores so rejected, to reimburse to the purchaser, the freight and all other expenses incurred by the purchaser in this respect.

21.3 Rejected Stores

On rejection of any stores submitted for inspection at a place other than the premises of the supplier/contractor, such stores shall be removed by the supplier/contractor at his own cost, subject as hereinafter stipulated, within 21 days of the date in intimation of such, rejection. If the concerned communication is addressed and posted to the supplier/contractor at the





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address mentioned in the schedule, it will be deemed to have been served on him at the time when such communication would in course of ordinary post reach the supplier/contractor. Provided further that the inspector may call upon the supplier/contractor to remove dangerous, infected or perishable stores within 48 hours of the receipt of such communication and the decision of the inspector in this behalf shall be final in all respects. Provided further that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected stores till the price paid for such stores is refunded by the supplier/contractor and that such retention shall not in any circumstances be deemed to be the acceptance of the stores or waiver of rejection thereof.

- 21.4 All rejected stores shall in any event and circumstances remain and always be at the risk of the supplier/contractor, immediately on such rejection. If such stores are not removed by the supplier/contractor within the period aforementioned, the inspector may remove the rejected stores and either return the same to the supplier/contractor at his risk and cost by such mode of transport as the purchaser of the Inspector may decide, or dispose off such stores at the supplier/contractor's risk and on his account and retain such portion of the proceeds, if any, from such disposal, as may be necessary to recover any expense incurred in connection with such disposal (or any price refundable as a consequence of such rejection) The Purchaser shall in addition, be entitled to recover from the supplier/contractor, the handling and storage charges for the period during which the rejected store are not removed/disposed off in accordance with the provision thereof.

### 22. Termination for default

- 22.1 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.
- 22.2 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.
- 22.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

### 23. 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.

### 24. Modification of contract

- 24.1 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:



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- (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.
- 24.2 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.

### 25. 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.

### 26. 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.

### 27. LAWS GOVERNING THE CONTRACT

- 27.1 This contract shall be governed by the laws of India for the time being in force.
- 27.2 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.

### 28. Resolution of disputes

- 28.1 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.
- 28.2 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
- 28.3 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.



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### 29. 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.

### 30. Applicable Law

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

### 31. 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.

### 32. SECRECY

- 32.1 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 there under.
- 32.2 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.
- 32.3 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.

### 33. 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.

### 34. WTC

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

### 35. GENERAL

- 35.1 Bidders/Tenderers must ensure that the condition laid down for submission of offers detailed in the preceding paras, are completely and correctly fulfilled.
- 35.2 Tenders which are not complete in all details as stipulated above may be summarily rejected.



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### 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. MISTAKES IN DRAWINGS**

The Supplier/contractor shall be responsible for and shall pay for any alterations of the works due to any discrepancies, errors of omissions in the drawings or other particulars, whether they have been approved by the purchaser or not, provided that such discrepancies, errors or omissions are not due to inaccurate information or particulars furnished to the supplier/contractor on behalf of the purchaser. If any dimensions figured upon a drawing or plan differ from those obtained by scaling the drawing or plan the dimensions as figured upon the drawing or plan shall be taken as correct.

#### **5. VARIATIONS**

5.1. No alterations, amendments, omissions, additions, suspension, or variations of the work (hereinafter referred to as "variations") under the contract as shown by drawings or the specifications shall be made by the Supplier/contractor except as directed in writing by the Inspector, but the Inspector shall have full power, subject to the provision hereinafter contained from time to time, during the execution of the contract by notice in writing to instruct the Supplier/contractor to make such variation without prejudice to the contract, and the Supplier/contractor shall carry out such variations and be bound by the same conditions so far as applicable as though the said variation occurred in the specifications. If any suggested variation, would, in the opinion of the Supplier/contractor, if carried out,



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prevent him from fulfilling any of his obligations or guarantees under the contract, he shall notify the Inspector thereof in writing and the Inspector shall decide forthwith, whether or not they shall be carried out. If the Inspector confirms his instruction, the Supplier/contractor's obligations and guarantees shall be modified to such an extent as may in the opinion of the Inspector, be justified. The difference of cost, if any, occasioned by any such variations shall be added to or deducted from the contract price as the case may require.

The amount of such difference, if any, shall be ascertained as determined in accordance with the rates specified in the schedule of prices, so far as the same may be applicable and where the rates are not contained in the said schedule or not applicable, they shall be settled by the Purchaser and Supplier/contractor jointly. But the Purchaser shall not become liable for the payment of any such variations, unless the instructions for the performance of the same have been given in writing by the Inspector.

5.2. In the event of the Inspector requiring any variations, such reasonable and proper notice shall be given to the Supplier/contractor, as will enable him to make his arrangements accordingly, and in cases where goods or materials are already prepared or any designs, drawings, or patterns made or work done is required to be altered a reasonable sum in respect thereof shall be allowed by the Purchaser, provided that no such variations shall, except with the consent in writing of the Supplier/contractor, be such as will involve an increase or decrease in the total price payable under the contract by more than 10 percent thereof.

5.3. In any case, in which the Supplier/contractor has received instructions from the Inspector for carrying out the work which either then or later, will, in the opinion of Supplier/contractor involve a claim for additional payment, the Supplier/contractor shall as soon as reasonably possible after receipt of the instructions aforesaid, advise the Inspector to that effect

### 6. OBLIGATION TO CARRY OUT INSPECTOR'S INSTRUCTIONS

The supplier/contractor shall also satisfy the Inspector that adequate provision has been made:-

- (i) to carry out his instructions fully and promptly;
- (ii) to ensure that parts required to be inspected before use are not used before inspections; and
- (iii) to prevent rejected parts being used in error. Where, parts rejected by the inspector have been rectified or altered, such parts shall be segregated for separate inspection and approval before being used in the work.

### 7. RESPONSIBILITY FOR COMPLETENESS

7.1 Any fittings or accessories which may not be specifically mentioned in the specifications but which are usual or necessary are to be provided by the Supplier/contractor without extra charge and the equipment must be complete in all details.

7.2. In all cases where the contract provides for tests on site, the Purchaser, except where otherwise specified shall provide free of charge such labour, materials, fuels, stores,



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apparatus and instruments as may be requisite from time to time and as may reasonably be demanded, efficiently to carry out such test of the plants, materials or workmanship etc. in accordance with the contract.

7.3. In the case of contracts requiring electricity for the completion of the works and for test on site, such electricity, when available, shall be supplied free to the supplier/contractor at the pressure of the ordinary supply. Unless otherwise specified, the purchaser will supply free of charge to the Supplier/contractor: -

(a) Unskilled labour;

(b) Timber stores and lifting tackle necessary for the erection of the plant and all consumable stores including fuel and lubricating oils required during erection setting to work and testing of the plant. The Supplier/contractor shall also provide-

(i) Skilled labour and

(ii) Tools and any other equipment which may be necessary

### 8. WARRANTY

8.1 The Supplier/contractor shall warrant that everything to be furnished hereunder shall be free from defects and faults in design material workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for goods of the type ordered and in full conformity with the contract specifications and samples if any and shall if operable operate properly.

8.2 Unless otherwise is mentioned in tender Drg./Specific etc. the warranty shall survive inspection of, payment for and acceptance of the goods but shall expire 16 (Sixteen) months after the delivery at ultimate destination in India or 12 (Twelve) months from the date of commissioning and proving test of equipment at ultimate destination in India, whichever shall be earlier, except in respect of complaints, defects and/or claims notified to the Supplier/contractor within 3 (three) months of expiry of such date.

8.3 The Supplier/contractor's liability in respect of any complaints defects and/or claims shall be limited to the furnishing and installation of replacement parts free of any charge or the repair of defective parts only to the extent that such replacement or repairs are attributable to or arise from faulty workmanship or material or design in the manufactures of the stores provided that the defects are brought to the notice of Supplier/contractor within 3 (three) months of their being first discovered during the guarantee period or 3 (three) months from the date of expiry of warranty period.

8.4 The Supplier/contractor shall if required replace or repair the goods or such portion there of as is rejected by the Purchaser free of cost at the ultimate destination or at the option of the Purchaser, the Supplier/contractor shall pay to the Purchaser value there of at the contract price or in the absence of such price, at price decided by the Purchaser and such other expenditure and damages as may arise by reason of the warranty failure. If the contractor fails to honor its warranty obligation as contained herein, the purchaser will have the right to recover the damages from other payments accrued or accruable to the firm.

8.5 All replacement and repairs that the Purchaser shall call upon the Supplier/contractor to deliver or perform under this warranty shall be delivered and performed by the Supplier/contractor within 2 (two) months from the date of being informed, promptly and satisfactorily.





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- 8.6 Prompt clearance of the warranty replacement on arrival at Port/Airport shall be the responsibility of the supplier/contractor or his representatives after payment of Customs and other duties as applicable".
- 8.7 If the Supplier/contractor so desires, the replaced parts can be taken over by him or his representative in India for disposal as he deems fit at the time of replacement of goods/parts. No claim whatsoever shall lie on the purchaser for the replaced parts thereafter.
- 8.8 The warranty herein contained shall not apply to any material which shall have been repaired or altered by the Purchaser or on his behalf in any way without the consent of the Supplier/contractor so as to effect the strength performance of reliability or to any defects to any part due to misuse, negligence or accident.
- 8.9 The decision of the Purchaser in regard to supplier/contractor's liability and the amount, if any, payable under this warranty shall be final and conclusive
- 9. 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:
- 10. DELIVERY SCHEDULE**  
The supplier/contractor shall supply stores in accordance with the delivery schedule indicated in the "Schedule of Requirements" annexed.
12. 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.
13. 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.
14. 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.
15. The bidder has to arrange demonstration of the product to be supplied at his own cost.
16. 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.
17. Solvency Certificate: The applicant should furnish solvency certificate issued by the applicant's bankers.
- 18. Invoices should be in the name of The Dean (SRIC), IIT Kharagpur, Kharagpur-721302, Dist: Paschim Medinipur, West Bengal, India.**



# Indian Institute of Technology Kharagpur Sponsored Research and Industrial Consultancy

Tender No. :- .....

Date with Company Seal

## SECTION – V

### DETAILED TECHNICAL SPECIFICATIONS

#### Closed Cycle Optical Cryostat with Sample in Vacuum

#### Quantity – 01 No.

1. Temperature range on sample mount: from ~ 5K to 500 K or better
2. Design: Design of the high temp stage should not include any epoxy, sapphire, or soft solder. All silver-soldered parts should consist only of OFHC copper and stainless steel for a solid, reliable design construction that will not degrade over time. It should not fail after many years of repeated thermal cycling from base temperature to 500 K.
3. Cooling power of bare cold head: 0.16 watt @ 4.2 K (2nd stage), 3.0 watts @ 45 K (1st stage) or better
4. Initial cool down time: ~ 3 hours to ~ 5K or better
5. Power requirement: 1 Phase, 220-240 V, 50 Hz, or 208-230 VAC, 60 Hz, 2.6 kW
6. Cooling water requirements: 1.9-3.8 L/min., 4-27 °C (39-81 °F)
7. Compressor size (HxWxD) and weight : Preferably 617 x 444 x 453 mm, 73 kg
8. Preferable maintenance interval: Cold Head: 10,000 hours, Compressor: 30,000 hours
9. Orientation: Operates in any orientation. Maximum cooling power in vertical orientation, may lose up to 30% cooling power when operated at an angle to the vertical.
10. Cold head and compressor must be made by the same manufacturer.
11. Manufacturer of cryocooler must have service center in Asia.
12. System should include:
  - \* Two stage cold head and 3-meter long flexlines.
  - \* Cold head control cable, wrenches, and operating manual.
  - \* water-cooled compressor with full charge of high-purity Helium gas.
  - \* High temperature stage with 50 ohm control heater and standard curve silicon diode temperature sensor.
  - \* Highly polished Aluminum radiation shield with (4) 0.5" diameter optical ports.
  - \* 3.5" O.D. vacuum shroud with a 3.75" square window block including four (4) 1.63" diameter clear view, O-ring sealed, fused Quartz windows.
  - \* Instrumentation skirt with one (1) 10-pin electrical feedthrough for heater and temperature sensor, one (1) thermocouple feedthrough port, two (2) blank feedthrough ports, an evacuation valve and a safety pressure relief valve
  - \* Cold head protective circuitry utilizing a thermocouple controlled relay.





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- \* Gold plated OFHC copper optical sample holder with tapped hole for temperature sensor.
  - \* Standard mounting plate with four (4) support legs, near the top of the refrigerator cold head.
  - \* Temperature controller with cable to cryostat.
13. Should use a bolted interface for mounting of sample holder and radiation shield.
  14. It should include passive over-temperature protection circuit that will automatically shut down the heater power.
  15. The cold head should never exceed  $\sim 340\text{K}$ .
  16. The dimension of the coldhead of the cryostat must be compatible with the sample chamber dimension of the CARY 5000 UV-VIS-NIR high-performance Double beam spectrophotometer so that the coldhead can be inserted into the sample chamber comfortably and adjustable and can be aligned in such a way that the sample (in powder and single crystal forms) mounted on a copper plate inside the cryostat can be measured using absorption/transmission/reflection mode of the spectrophotometer.
  17. The coldhead must be compatible, mounted and suspended from a self-supportive micron-scale XYZ translation stage



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

**Techno-Commercial Terms & Conditions:**

1. Prices for Foreign Bidder : FOB/FCA
2. Prices for Indian Bidder : FOR IIT Kharagpur
3. Payment : Should be clearly mentioned, as per payment terms
4. Validity of the quotation :
5. Delivery Period :
6. Warranty : Comprehensive onsite warranty for one (01) year
7. Name of the Company with address in details to whom order to be placed : M/s. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Mode of Shipment (Air/Ship) :
9. Port of Shipment :
10. Country of Origin :
11. Currency :
12. Bank details of (Sl. No. 7) :

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>. 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.**



# Indian Institute of Technology Kharagpur Sponsored Research and Industrial Consultancy

Tender No. :- .....

Date with Company Seal

## SECTION - VI

### PROFORMA FOR TECHNICAL BIDS

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

Details of Technical Specifications	Whether complied with YES/NO	If yes, please attach Tech literature of the equipment duly printed & clearly specify page No of Bulletin which specifically confirm this	If no, attach deviation statement	Remarks (if any)

**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



# Indian Institute of Technology Kharagpur Sponsored Research and Industrial Consultancy

## SECTION - VII

### Price BID DECLARATION

No. IIT/SRIC/ME/PBO/SC/22-23/EQ-2

Date: 01/09/2022

To  
Prof. Suman Chakraborty,  
Department of Mechanical Engineering  
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.

If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for 3% of the cost of equipment.

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 .....



# Indian Institute of Technology Kharagpur Sponsored Research and Industrial Consultancy

Tender No. :- .....

Date with Company Seal

## SECTION - VIII

### **PERFORMANCE SECURITY GUARANTEE BOND**

In consideration of Indian Institute of Technology Kharagpur, (SRIC) (herein after called the "SRIC, IIT KGP") having agreed to exempt \_\_\_\_\_ (hereinafter called "the said supplier/contractor(s)") from the demand under the terms and conditions of an agreement/(Purchase Order) No \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called "the said agreement"), of security deposit for the due fulfilment by the said supplier/contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for \_\_\_\_\_ we, (name of the bank) \_\_\_\_\_ (hereinafter refer to as "the bank") at the request of \_\_\_\_\_ (supplier/contractor(s)) do hereby undertake to pay to SRIC, IIT KGP an amount not exceeding \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the government by reason of any breach by the said Supplier/contractor(s) of any of the terms or conditions contained in the said Agreement or any reason of the contracts failure to perform said Agreement.

2. We (name of the bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demanded from SRIC, IIT KGP stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by SRIC, IIT KGP by reason of breach by the said supplier/contractor(s)' of any of the terms or conditions contained in the said Agreement or by reason of the supplier/contractors(s)' failure to perform the said Agreement or roll out the supply as per schedule V & parameters for failure of compliance of intellectual property rights. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of SRIC, IIT KGP in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_.

3. We undertake to pay to SRIC, IIT KGP any money so demanded notwithstanding any dispute or disputes raised by the supplier/contractor(s)/Supplier/ Agency(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the supplier/contractor(s)/Supplier/ Agency(s) shall have no claim against us for making such payment.

4. We (name of the bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of SRIC, IIT KGP under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till expiry of 90 days beyond the date on which the warranty period of the equipment(s) expire.



## Indian Institute of Technology Kharagpur Sponsored Research and Industrial Consultancy

5. We (name of the bank) \_\_\_\_\_ further agree with SRIC, IIT KGP that SRIC, IIT KGP shall have the fullest liberty without our consent and without affecting in any manner our obligations there under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said supplier/contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by SRIC, IIT KGP against the said Supplier/contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Supplier/contractor(s) or for any forbearance, act or omission on the part of SRIC, IIT KGP or any indulgence by IIT KGP-SRIC to the said Supplier/contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. We (name of the bank) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of SRIC, IIT KGP in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ for \_\_\_\_\_

(Indicate the name of bank)



# Indian Institute of Technology Kharagpur Sponsored Research and Industrial Consultancy

## SECTION - IX

### Bid Security/EMD Details Proforma

Date: **01/09/2022**

Tender No. **IIT/SRIC/ME/PBO/SC/22-23/EQ-2**

The EMD of **INR 68,000/-** 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)

Name of the Transferor Bank Account with Branch	Amount	Date of Transfer	UTR / Transaction No

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

Name of the Bank	Amount	Date of Issue	Number of D.D*/Pay Order* /Insurance Surety bonds/Fixed Deposit Receipt*/Bank Guarantee /Banker's Cheque

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]**



# Indian Institute of Technology Kharagpur Sponsored Research and Industrial Consultancy

## PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/UNSUCCESSFUL BIDDER

### RTGS/National Electronic Fund Transfer (NEFT) Mandate Form

1.	Name of the Bidder	
2.	Permanent Account No (PAN)	
3.	Particulars of Bank Account	
	a) Name of the Bank	
	b) Name of the Branch	
	c) Branch Code	
	d) Address	
	e) City Name	
	f) Telephone No	
	g) NEFT/ RTGS	
	h) IFSC / Swift Code	
	i) 9 Digit MICR Code appearing on the cheque book	
	j) Type of Account	
	k) Account No.	
4.	Email ID of the Bidder	





# Indian Institute of Technology Kharagpur Sponsored Research and Industrial Consultancy

Tender No. :- .....

Date with Company Seal

## SECTION X

### 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:



# Indian Institute of Technology Kharagpur Sponsored Research and Industrial Consultancy

Tender No. :- .....

Date with Company Seal

## SECTION XI

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

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

We hereby extend our full guarantee and warranty as per clause ..... of the terms and conditions NIT for the goods and services offered by the above firm.

(Name of the Company with : M/s. \_\_\_\_\_  
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.



# Indian Institute of Technology Kharagpur Sponsored Research and Industrial Consultancy

Tender No. :- .....

Date with Company Seal

## SECTION XII

<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 23<sup>rd</sup> 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 23<sup>rd</sup> 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. : \_\_\_\_\_



# Indian Institute of Technology Kharagpur Sponsored Research and Industrial Consultancy

Tender No. :- .....

Date with Company Seal

## SECTION XIII

<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 to 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. : \_\_\_\_\_



# Indian Institute of Technology Kharagpur Sponsored Research and Industrial Consultancy

## SECTION XIV

### 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 : \_\_\_\_\_

Order placed by (full address of Purchaser / Consignee)	Order number and date	Description and quantity of ordered goods and services	Value of order (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the goods been functioning Satisfactorily (attach documentary proof)**
				As per contract	Actual		
1	2	3	4	5	6	7	8

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.**



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## SECTION XV

### PROFORMA FOR EQUIPMENT 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



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## SECTION XVI

Proforma of Final Acceptance Certificate by the Consignee

No \_\_\_\_\_

Date \_\_\_\_\_

To

M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subject: Certificate of commissioning of equipment/plant.

This is to certify that the equipment(s)/plant(s) as detailed below has/have been received in good conditions along with all the standard and special accessories and a set of spares (subject to remarks in Para no.02) in accordance with the contract/technical specifications. The same has been installed and commissioned.

- (a) Contract No \_\_\_\_\_ dated \_\_\_\_\_
- (b) Description of the equipment(s)/plants: \_\_\_\_\_
- (c) Equipment(s)/ plant(s) 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: \_\_\_\_\_
- (h) Date of commissioning and proving test: \_\_\_\_\_

### Details of accessories/spares not yet supplied and recoveries to be made on that account.

Sl. No.	Description of Item	Quantity	Amount to be recovered No.
---------	---------------------	----------	----------------------------

The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).

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/drawings pursuant to 'Technical Specifications'.





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He has not supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the period specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).

The supplier as specified in the contract has not done training of personnel.

The extent of delay for each of the activities to be performed by the supplier in terms of the contract is

The amount of recovery on account of non-supply of accessories and spares is given under Para no.02.

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'.
- ii. He has supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the time specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).
- iii. Training of personnel has been done by the supplier as specified in the contract
- iv. In the event of documents/drawings having not been supplied or installation and commissioning of the equipment(s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms.



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## SECTION XVII

TENDER DOCUMENT FOR PURCHASE OF Closed Cycle Optical Cryostat with Sample in Vacuum

TENDER NO. IIT/SRIC/ME/PBO/SC/22-23/EQ-2

### CHECKLIST FOR THE TENDERER

Name and Address of the Tenderer:	List of Equipment Quoted
Bid Security Self Declaration Format	Yes/ No

**\*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	Yes/ No
02	Bid Security/EMD Details Proforma	
03	Registration Certificate/Certificate of incorporation, if any	
04	Must have supplied similar equipment 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 equipment 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	(For Goods/ Services Contracts) Certificate - Bidder Not from/ from Country sharing Land border with India & Registration of Bidder with Competent Authority	
14	(For Works Contracts, including Turnkey Contracts) Certificate – Bidder Not from/ from Country sharing Land border with India, Registration of Bidder with Competent Authority & not sub-contract any work to a supplier/contractor from such countries unless such supplier/contractor is registered with the Competent Authority	
15	Proforma for Performance Statement	
16	Proforma for Equipment and Quality Control	
17	Proforma of Final Acceptance Certificate by the Consignee	

Date:

Signature of the Tenderer  
Date with Company Seal

Signature of the Tenderer  
Date with Seal