TENDER DOCUMENT
(Tender Notice no. IITPHY/TENDER/22-23/AR_SDD/001 dated: 21.02.2023)

FOR

Procurement of Helium Closed Cycle Refrigerator for RAMAN Spectrometer

OF

DEPARTMENT OF PHYSICS

IIT KHARAGPUR

INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR
KHARAGPUR – 721302
WEST BENGAL
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NOTICE INVITING TENDER/GLOBAL TENDER

Indian Institute of Technology Kharagpur, an Institute of Eminence, invites sealed bids from principal manufacturers or their authorized distributors (foreign firms or their Indian representative companies) who fulfil the criteria mentioned in the Tender document and have adequate credential, for the **Helium Closed cycle refrigerator for RAMAN Spectrometer** at the Central Research Facility, IIT Kharagpur.

Interested parties may submit their sealed bids under Two-Bids system as per Technical Specifications given at Annexure I and General Terms & Conditions and other formats given at Annexure II to XIII. Two covers (Technical Bid and Price Bid) are to be sealed and placed in one large Cover superscribed with tender reference number (Tender No. IIT/PHY/TENDER/22-23/AR_SDD/001 DT: 21.02.2023) and submitted to “Chairman, Departmental Purchase Committee, Department of Physics, Indian Institute of Technology, Kharagpur, P.O. Kharagpur Technology, PIN : 721302 on or before 10.04.2023 at 4:00 PM. Technical Bids will be opened on 11.04.2023 at 12:00 PM.

The technical bid will be evaluated first and price bids will be opened in respect of those OEMs/Vendors, who are found technically qualified after evaluation of Technical bids. Date for opening price bids will be intimated later.

Kindly refer to the Institute website [www.iitkgp.ac.in](http://www.iitkgp.ac.in) [link: Tenders] for complete tender details. The same is also available in the CPP Portal [https://eprocure.gov.in/epublish/app]. If there is any corrigendum/addendum, it shall only be published on Institute’s Website and Central Public Procurement Portal.

**Signature of Indenter/Professor-in-Charge,**
Department of Physics
IIT Kharagpur

**Signature of Head**
Department of Physics
IIT Kharagpur

To
1. Institute Website
2. CPP Portal
3. Department Notice Board
**TIME EVENTS OF VARIOUS TENDER RELATED ACTIVITIES**

<table>
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<tr>
<th>Tender No. &amp; Date</th>
<th>IIT/PHY/TENDER/22-23/AR_SDD/001</th>
<th>Date: 21.02.2023</th>
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<tr>
<td>Brief Description of Tender</td>
<td>Procurement of Helium Closed cycle refrigerator for RAMAN Spectrometer</td>
<td></td>
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<tr>
<td>Tender fee (Non refundable)</td>
<td>Rs. 1500/- (By way of Demand draft from any Nationalized Bank /Commercial Bank and paid in favour of “Indian Institute of Technology Kharagpur”, payable at Kharagpur)</td>
<td></td>
</tr>
<tr>
<td>EMD</td>
<td>Rs. 3,00,000.00 (3 Lakhs) (By way of Demand draft from any Nationalized Bank /Commercial Bank and paid in favour of “Indian Institute of Technology Kharagpur”, payable at Kharagpur.)</td>
<td></td>
</tr>
<tr>
<td>Bid submission start date &amp; time</td>
<td>From the date of publish of the tender.</td>
<td></td>
</tr>
<tr>
<td>Last date &amp; time for submission of sealed tenders/quotations</td>
<td>10.04.2023 at 4:00 PM</td>
<td></td>
</tr>
<tr>
<td>Pre -qualification &amp; Technical Bid opening date &amp; time</td>
<td>11.04.2023 at 11:00 AM</td>
<td></td>
</tr>
<tr>
<td>Two Bid System</td>
<td>Two bids – (i) Technical and (ii) Price bid, in two separate envelope- placed &amp; sealed in one envelope</td>
<td></td>
</tr>
<tr>
<td>Bid validity</td>
<td>120 days from the date of Publish of Tender</td>
<td></td>
</tr>
<tr>
<td>Submission of bids (by speed post) (Addressed to)</td>
<td>Chairman Departmental Purchase Committee Attn : Prof. A. Roy and Prof. S. D. Das Department of Physics, IIT Kharagpur, Kharagpur-721302, West Bengal</td>
<td></td>
</tr>
<tr>
<td>Bid opening place</td>
<td>Office of the Head, Department of Physics, IIT Kharagpur, Kharagpur-721302, West Bengal</td>
<td></td>
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<tr>
<td>Any clarification</td>
<td>Telephone No: 9434037389/9083801337 eMail ID: <a href="mailto:anushree@phy.iitkgp.ac.in">anushree@phy.iitkgp.ac.in</a> OR <a href="mailto:sitikantha.das@iitkgp.ac.in">sitikantha.das@iitkgp.ac.in</a></td>
<td></td>
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</tbody>
</table>

**Note:**
1. If the day falls on any Holiday, the date of any of the events mentioned above shall be on the next working day.
2. It is the responsibility of the Bidder to ensure that their bids whether sent by post or by courier or dropped by person should reach within the stipulated date & time.
3. The quotation received after the last date and prescribed time would summarily be rejected. Quotations having incomplete information are also liable to be rejected.
4. The Director, IIT Kharagpur reserves the right to reject any or all the quotations in full or part without assigning any reason thereof and without giving any compensation. The decision of the Director in this regard shall be final and binding to all.
5. The addendum/ corrigendum if any shall only be published on Institute’s website and CPP Portal.
# TECHNICAL SPECIFICATIONS

**Procurement of Helium Closed cycle refrigerator for RAMAN Spectrometer**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of the item &amp; Specifications</th>
<th>Unit</th>
<th>Quantity</th>
</tr>
</thead>
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<tr>
<td>1</td>
<td><strong>1. General Description</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>It is proposed to procure a Cryogen-free Optical cryostat for performing Raman microscopy measurements in reflection geometry on existing Horiba Raman spectrometer</td>
<td></td>
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<tr>
<td>2</td>
<td><strong>2. Scope of Supply</strong></td>
<td></td>
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<tr>
<td></td>
<td>Scope of supply includes the supply of the item, installation &amp; commissioning at user’s site, and the demonstration of key parameters as mentioned in the acceptance criteria.</td>
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<tr>
<td>3</td>
<td><strong>3. Bidders Qualification</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1</td>
<td>The supplier shall be an original equipment manufacturer (OEM) or an authorized agent of the OEM. The authorized agent should submit valid authorization certificate for sales and service.</td>
<td></td>
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<tr>
<td>3.2</td>
<td>A list with at least five contact details (name, address, e-mail, phone numbers) of the purchasers from various laboratories where similar kind of equipment have been supplied during the last five years, and are in working condition, shall be provided with the offer.</td>
<td></td>
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<tr>
<td>4</td>
<td><strong>4. Technical Specifications:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1</td>
<td><strong>Temperature Control</strong></td>
<td></td>
<td></td>
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<tr>
<td>4.1.a</td>
<td>Minimum Temperature achievable at the sample stage : ≤ 5 K</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1.b</td>
<td>Maximum Temperature achievable at the sample stage: ≥ 300 K</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1.c</td>
<td>Temperature stability of cryostat base system (at 5 K): ≤ 100 mK (peak to peak)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1.d</td>
<td>Temperature sensors: At least two factory calibrated Si diode thermometers for measuring the cold plate and sample temperatures should be provided. The heater to control the sample temperature needs to be close to the sample. The temperature control needs to be solely done with the sample thermometer.</td>
<td></td>
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<tr>
<td>4.1.e</td>
<td>2 channel temperature controller with at least 75W of output power.</td>
<td></td>
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</tr>
<tr>
<td>4.2 Cryocooler &amp; Compressor:</td>
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<tr>
<td>-------------------------------</td>
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<tr>
<td>4.2.a Temperature Range: 5K-300K or better at sample stage</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2.b Cooling Power (2nd stage): $\geq 0.4$ W @ 4.2K and $\geq 15$W at 40K for bare cryocooler</td>
<td></td>
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</tr>
<tr>
<td>4.2.c Water cooling and power requirements for compressor to be specified on bid.</td>
<td></td>
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<tr>
<td>4.2.d The cold head &amp; compressor should be from a reputed brand with service facility available in India.</td>
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<tr>
<td>4.2.e The cold head must be a mechanical driven system.</td>
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<tr>
<td>4.2.f Cold head and compressor must be made by the same manufacturer.</td>
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<table>
<thead>
<tr>
<th>4.3 Cryostat &amp; Sample Stage</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.3.a The sample shall be placed along the plane of the table with the objective collecting light from the top.</td>
</tr>
<tr>
<td>4.3.b Distance between microscope objective to sample: $\leq 6$ mm</td>
</tr>
<tr>
<td>4.3.c Sample size: 10 mm x 10 mm in lateral dimensions and 1 mm thickness or larger in all dimensions.</td>
</tr>
<tr>
<td>4.3.d The vibration on the sample holder should be $&lt; 50$ nm w.r.t the optical table</td>
</tr>
<tr>
<td>4.3.e One optical window (quartz) on top of cryostat and should have less than 1.25” of clear aperture.</td>
</tr>
<tr>
<td>4.3.f It should be possible to move cryostat using external positioners (in atmosphere). Should have possibility of at least 5mm movement in both X&amp;Y directions with spatial resolution of atleast 50 microns.</td>
</tr>
<tr>
<td>4.3.g There should be no thermal drift on thermal cycling. Maximum allowable drift is $&lt; 200$ nm/30 minutes. Explanation of how this is achieved must be clearly detailed in bid.</td>
</tr>
<tr>
<td>4.4.h System Cooldown Time: $&lt; 4$ hours</td>
</tr>
<tr>
<td>4.4.i Instrumentation and Vacuum/Relief ports should be provided with isolation valve.</td>
</tr>
<tr>
<td>4.4.j $\geq 10$ electrical feedthroughs should be provided to the sample space area for sample contacts and other electrical measurements to be performed by the user. These wires should be heat sunk. (This number does not include the requirement for cryocooler operation like temperature monitoring and control.)</td>
</tr>
<tr>
<td>4.4.k Provision for including a cryogenic piezo strain cell and/or pressure cell in the sample stage.</td>
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<tr>
<th>4.4 Accessories</th>
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<tbody>
<tr>
<td>4.4.a Turbo pumping Station with dry backing pump with speed of $&gt; 47$ls-1 should be quoted. All necessary accessories for operation like hoses (2m), T, gauge, isolation valves etc should also be quoted</td>
</tr>
<tr>
<td>4.4.b The cold head preferably should be outside the optical table and supported by a height adjustable hydraulic stand mounted on castors, which can be locked.</td>
</tr>
<tr>
<td>4.4.c</td>
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| Guarantee/Warranty of above item(s), if any | 24 months after successful installation and demonstration |
GENERAL TERMS AND CONDITIONS

1. Payment Terms & Performance Bank Guarantee (PBG):
   **Indian Firm** - 90% payment shall be made after receipt of stores in good order and condition, successful installation and demonstration thereafter certification by the Department. Balance 10% may be released against submission of Performance Bank Guarantee to the tune of 3% of the total Contract value or on completion of warranty period. PBG shall be issued from any nationalized bank/commercial bank, which shall be valid for the period of warranty plus 60 days. No advance/mobilization support, is payable against supply of stores.

   **Foreign Firm** - 90% payment will be made on submission of shipping documents and balance 10% payment will be made on installation, commissioning and submission of Performance Bank Guarantee to the tune of 3% of the total Contract value if the payment is made by LC, otherwise 90% will be made after successful installation and commissioning duly certified by the concerned Head of Department. Balance 10% may be released against submission of Performance Bank Guarantee to the tune of 3% of the total purchase order value. PBG shall be issued from any nationalized bank/commercial bank, which shall be valid for the period of warranty plus 60 days. No advance/mobilization support, is payable against supply of stores.

2. **Liquidated Damages:** In the event of failure to deliver the stores beyond the specified date, liquidated damages @ 1% per month or part thereof in respect of the value of stores will be deducted, subject to a maximum of 5%; alternately the order will be cancelled and the undelivered stores purchased from elsewhere at the risk and expense of the vendor.

3. **Warranty/Guarantee & On-site skill support:** Twenty Four (24) months onsite comprehensive OEM warranty from the date of successful installation and commissioning. The firm has to guarantee supply of spares for a minimum period of 10 years.

4. **Earnest Money Deposit (EMD):** An amount of Rs. 3,000,00.00 (3 Lakhs) in the form of Demand Draft drawn in favour of “Indian Institute of Technology Kharagpur”, payable at Kharagpur. EMD should be enclosed separately in an envelope and stapled with the Technical Bid document superscribing EMD. The validity of the EMD should be 6 (six) months from the date of issue. Any bid without EMD will be summarily rejected. No interest is payable on EMD. EMD will be refunded to the unsuccessful bidder, finalization of the tender process. **The EMD of vendor awarded with the contract to be treated as part of security deposit towards Performance Guarantee. No interest is payable on Security Deposit.** Security Deposit shall be forfeited if the selected vendor after award of contract fails to execute the same.

5. **Tender Fee:** Rs. 1500/- (By way of demand draft from any Nationalized Bank/Commercial Bank and paid in favour of “Indian Institute of Technology Kharagpur”,

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Signature and seal of Bidder
payable at Kharagpur). Tender fee should be kept in separate covers and place in technical bid cover.

6. **IIT Kharagpur** will give exemption for submission of tender fee and EMD who are registered with MSME, NSIC or start-ups as recognised by DIPP as per revised rule 170 of GFR – 2017 only. However proper and valid document in this regard must be submitted by the bidders in support of their claim.

7. Tender fee and EMD should be kept in separate covers and place in technical bid cover.

8. **Delivery of Stores**: The store items are to be supplied within 90 days from the date of receipt of the Purchase Order.

9. **Price**:
   a. PRICE may be quoted either in INR or in foreign currency.
   b. Where tenderer intends to quote in Indian Rupees (INR), the price should be quoted “FOR IIT Kharagpur “ basis. The price should be all inclusive.
   c. Where tenderer intends to quote in foreign currency FCA/FOB source port price by Air/Sea to be quoted. In case of comparison between FOR IIT Kharagpur (quoted in INR) and FOB/FCA price (quoted in foreign currency) 20% will be added on FOB/FCA price after conversion to INR.
   d. Tenderer, who are Indian Agents of OEMs, should furnish a clear declaration as follows: We declare that I am/we are Accredited Agents of the suppliers aboard.
   e. Foreign bidders to disclose the name and address of agent and representative in India.
   f. IIT Kharagpur is registered DSIR, Govt. of India and eligible for exemption for payment of Customs Duties in Terms of Government of India Notification No.51/96-Customs dated 23.07.96. Necessary certificate in this regard will be issued as per requirement and on request of the successful bidder.
   g. Agency Commission, if any will be paid to the Indian agents in Rupees on receipt of the equipment and after satisfactory installation. Agency Commission will not be paid in foreign currency under any circumstances.
   h. The unit prices should be for the same unit as indicated in the Schedule to tender enquiry and not for any other unit.
   i. Discount, if any, should be indicated separately/prominently.
   j. Offers should normally be on fixed and firm price basis. Any clause making price variation will not be acceptable.

10. **Bid**: Technical Bid and Price Bid should be submitted in two separate sealed envelopes quoting reference number on the top of the envelope. **EMD should be enclosed with the Technical Bid documents, in separate sealed envelopes, stapled with the packet containing Technical Bid documents.**

11. **Award of the Contract**: The order shall be placed to successful L1 bidder.
12. **Acceptance of Tender:** The Authority of IIT Kharagpur does not bind itself to accept the lowest priced bid and reserves the right to reject any or the entire tender bids received without assigning any reason thereof.

13. The addendum/corrigendum if any shall be published on Institute’s **Website** i.e. www.iitkgp.ac.in and on CPP Portal.

14. **Extra Features:** If the bidder provides any other extra features on the Hardware or Software which are not mentioned in the tender product specifications, then that shall be highlighted in clear terms, with documentary evidence/literature.

15. **Compliance List:** The proposal should be properly indexed and a compliance list against the technical specifications should be provided.

16. **Service:** Response to ensure quality of services, the deputed Engineer from the OEM/Vendor shall have a minimum of 2 years of experience in the relevant field and must be in the payroll of the OEM/Vendor.

17. **Installation and Commissioning:** Free of cost at (Raman spectroscopy lab / Central Research Facility), IIT, Kharagpur. The supplier must ensure timely installation of Experimental test setup with necessary support to the indenters, as per details and lists to be made available by the Stores & Purchase Section or the indenting Departments/Centres/Schools.

18. **Site preparation:** The supplier shall inform to the Institute about the site preparation, if any, needed for the installation of equipment, immediately after the receipt of the purchase order. The supplier must provide complete details regarding space and all the other infrastructural requirements needed for the equipment, which the Institute should arrange before the arrival of the equipment to ensure its timely installation and smooth operation thereafter. The supplier shall visit the Institute and see the site where the equipment is to be installed and may offer his advice and render assistance to the Institute in the preparation of the site and other pre-installation requirements.

19. **Period of Validity:** Bids shall remain valid for acceptances for a period of 120 days from the date of publish of tender.

20. The benefit of any downward price revision (revision on account of budget/financial policy, tax revision, EPZ etc.) is to be given to IIT Kharagpur by the selected OEM/vendor.

21. Past Performance of the Vendors will be judged at the time of Technical Evaluation.

22. The Institute does not bind itself to offer any explanation to those bidders whose technical bids have not been found acceptable by the Technical Evaluation Committee of the Institute.

23. Bidders should enclose the following documents:

Signature and seal of Bidder
a. Certificate of Registration.

b. Copy of mandatory test reports, national testing/reliability and endurance test reports etc., certified or conducted at the manufacturing site, granted by the bureaus/quality control departments/national testing laboratories.

c. Proforma Price Bid (without mentioning the price rate) may be attached with technical bids

d. Port or place of Shipment: Should be mentioned in the quotation.

e. Purchase order to be placed on: Should be mentioned in the quotation with full address, email address, phone number.

24. All tenders are to be handed over in a sealed box in the Office of Department of Physics, IIT Kharagpur-721302. The bids (technical and price bids) once submitted shall be the property of the Institute and shall not be returned to the vendor in future. For post, the Postal Address is “

Attn: Professor Anushree Roy
Chairman, Departmental Purchase Committee
Department of Physics,
IIT Kharagpur - 721302, West Bengal

25. Opening of Price Bids: The Price Bid(s) of only those vendor(s) who are found technically qualified will be opened and the same will be opened before the technically qualified vendor(s). The date for opening of price bids will be notified separately by email.

26. Tenderer or his/her authorized representative (with proper authorization letter for attending opening of technical bids and also for opening of price bids) may choose to be present at the time of opening of Technical Bids.Price Bids.

27. Disqualification of Tender: The tenders are liable for rejection in the following circumstances:
   a) If they are not in line with the terms and conditions of this tender notice
   b) Conditional quotations
   c) Incomplete tenders
   d) Tenders without Tender Fee and/or Bid Security (EMD)
   e) Tenders submitted through Fax or e-mail
   f) If two bid system is not followed
   g) Bid received simultaneously from Indian agent on behalf of Principal/OEM and Principal/OEM itself for same item/product/services in the same tender
h) The Firm need to quote all the charges/prices as per the tender requirement, if any firm quote nil charges/consideration, the bid shall be treated as Unresponsive bid and will not be considered.

**IMPORTANT**

I. Director may accept or reject any or all the bids in part or in full without assigning any reason and does not bind himself to accept the lowest bid. The Institute at its discretion may change the quantity/upgrade the criteria/drop any item or part thereof at any time before placing the Purchase Order.

II. The technical bid will be evaluated first and price bids will be opened in respect of those OEMs/Vendors, who are found technically qualified after evaluation of Technical bids. Date for opening price bids will be intimated later.

III. A bid submitted with false information will not only be rejected but also the OEM/vendor will be debarred from participation in future tendering process.

IV. In case of any dispute, the decision of the Director of this Institute shall be final and binding on the bidders.

V. For any query pertaining to this bid document, correspondence is to be addressed to the End user

    Prof. Anushree Roy  
    Department of Physics,  
    Indian Institute of Technology Kharagpur-721302,  
    West Bengal, India

VI. In case the due date for opening tender happens to be a holiday, the same will be opened on the next working day. The timings will however remain unchanged. Please Note that the Institute remains closed on Saturday & Sunday.

VII. The Bidders are requested to submit the bids after issue of clarifications only considering the changes made if any. Bidders are totally responsible for incorporating/complying the changes/amendments issued if any, in their bid.
ANNEXURE-III

INSTRUCTIONS & SPECIAL CONDITIONS

1. GENERAL:
   A. Compliance under Rule 144 (xi) of the General Financial Rules (GFRs) 2017
   I. As per Ministry of Finance, Department of Expenditure, Public Procurement Division Order (Public Procurement No.1) issued from file No.6/18/2019-PPD dated 23rd July, 2020 & the Order issued from time to time regarding Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 2017, it is directed that any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority i.e. the Department for Promotion of Industry and Internal Trade (DPIIT).

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

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

IV. The beneficial owner for the purpose of 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;

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Signature and seal of Bidder
b) “Control” shall include the right to appoint majority of the directors or to control the management of policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

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

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

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

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

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

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

A certificate (duly filled & signed) shall be submitted by bidders in the tender documents regarding their compliance with the said order as per Annexure XI. 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.

B. Compliance under Rule 153 (iii) of the General Financial Rules (GFRs) 2017

It is mandatory for Indian bidders to quote items having 20% or more local content. Refer revised Public Procurement (Preference to Make in India), Order 2017 P-45021/2/2017-B.E-II dated 16.09.2020 and the order issued from time to time by Department for Promotion of Industry & Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India. (Submit duly filled Annexure XII for the same).

Also, as per DPIIT, Ministry of Commerce and Industry OM vide no: P-45021/102/2019-BE-II-Part(1) (E-50310) dated 04.03.2021, bidders can’t claim themselves as Class-I local supplier / Class-II local supplier by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CＭC etc. as local value addition.

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Signature and seal of Bidder
2. **DEVIATION FROM SPECIFICATIONS:** It is in the interest of the tenderer to study the specifications in the tender schedule thoroughly before quoting so that, if the tenderer makes any deviations, the same are prominently brought out in the body of the tender. If you need to add any optional items to your system in order to meet our specifications, you are requested to quote for the total including the option required to suit our requirements. Otherwise, your tender will not be considered at all.

3. **TENDERERS SHALL SUBMIT ALONG WITH THEIR TENDER:** (i) Complete address and telelinks for contact persons of principals and Indian agent offices dealing with this purchase. (ii) Name and full address of the OEM’s Banker and their swift code. (iii) Port of shipment and Country of origin is to be provided for each item. (iv) Purchase order to be placed on: Should be mentioned in the quotation with full address.

4. **PERFORMANCE BANK GUARANTEE:** The bidders to provide Performance Bank Guarantee of the amount equivalent to the 3% of the cost of contract value from any Nationalized Bank/Commercial Bank. The Performance Bank Guarantee is required for the entire period of Warranty. Performance Bank Guarantee must remain valid for a period 60 (sixty) days beyond the expiry of the Warranty Period.

5. **Guarantee:** The tenderer has to declare that the goods sold to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications.

6. **Patent Rights:** The Supplier shall indemnify IIT Kharagpur against all third-party claims of infringement of patent, trademark or industrial design rights, copy rights arising from use of the Goods or any part thereof in India.

7. **Indemnity:** The vendor shall indemnify, protect and save IIT Kharagpur against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipment(s) supplied by him.

8. **Jurisdiction:** All questions, disputes, or differences arising under, out of or in connection with the contract, if concluded, shall be subject to the exclusive jurisdiction at the place from which the acceptance of Tender is issued i.e. Jurisdiction of KOLKATA HIGH COURT. Acceptance to this effect is also necessary at the time of opening of Technical Bid.

9. **Acknowledgment:** It is hereby acknowledged that we have gone through all the points listed under “Instructions & Special Conditions” outlined above, and those in the accompanying note on “Important Conditions”, and we agree to abide by them under the penalty of permanent disqualification for Tender participation and for related penal actions for non-abidance of the conditions.

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Page 15 of 27

Signature and seal of Bidder
MINIMUM ELIGIBILITY CRITERIA / PRE-QUALIFICATION CRITERIA

1. **Registration Certificate(s):** Certificate of incorporation, PAN, GST, Trade License shall be provided with the bid document.

2. **Past Experience of the bidder:**
   a. **Experience in terms of execution of orders : Minimum 03 Orders**

   Necessary supporting document with work orders/Purchase Order, list of satisfactory clients, completion certificate shall be enclosed with the bid document. Prior experience may be relaxed for start-ups as per Govt. orders issued from time to time. Supporting documents may be submitted along with the bid document.

3. **Annual Average turnover for last three Financial Year:** Bidder shall enclose CA Certificate/Audited statement.

4. **Income Tax Return (ITR) for last three Financial Year:** Bidder shall enclose ITR certificates.

5. **Non-blacklisting certificate:** The bidder should not have been suspended or blacklisted by any Govt. Organization. *(An undertaking to this effect must be submitted by the bidder that the firm has not been suspended or blacklisted by any Govt. Organization in the past or as on the date of bidding).*

   **Note:** The condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of GFR 2017)
# TECHNICAL BID

<table>
<thead>
<tr>
<th>S. No</th>
<th>Description</th>
<th>Submitted (Yes / No)</th>
<th>(If Yes- Page No.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Certificate of Incorporation / Registration Certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Trade License, PAN and GST Certificates</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Status of the Tenderer (attach documents, if registered company / partnership /propriety ship)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Manufacturer (OEM certificate) or Service Provider /Dealer (Authorization and OEM certificate from Manufactures)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Details of key top official/authorized official with e-mail id and contact number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Experience certificate (Previous Work Orders/Purchase Orders, list of satisfactory clients with address and contact number, completion certificates, etc.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Technical Compliance Statement, as per Annexure - VI</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Average turnover of company in last three Financial years, if any. Bidder shall enclose CA Certificate/Audited statement as per Annexure - VII</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Income Tax Returns of last three Financial years</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>EMD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Declaration as per Annexure - IX</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Undertaking / Self-Certification of non-blacklisting as per Annexure - X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Certification on compliance under Rule 144 (xi) of the General Financial Rules (GFRs) 2017 as per Annexure – XI</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Certification on Compliance under Rule 153 (iii) of the General Financial Rules (GFRs) 2017 / Declaration for Local content as per Annexure – XII (For Indian Bidders)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Other documents like literature, catalogues etc.,(if any)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:**

1. Attach all relevant documents in the same serial order as above, properly indexed, and duly signed.
2. This is to be submitted in a separate sealed envelope super scribing “TECHNICAL BID”, Notice inviting Tender Reference no. and name of the bidder.
3. Price bid of that company/firm only will be opened which do technically qualify, for further consideration. Attach all relevant documents in the same serial order as above, properly indexed, duly signed and sealed.

**Signature and seal of the Bidder**
### TECHNICAL COMPLIANCE STATEMENT

<table>
<thead>
<tr>
<th>S. No</th>
<th>Specification</th>
<th>Specification Description</th>
<th>Complied (Yes / No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
</tr>
</tbody>
</table>
FINANCIAL INFORMATION

Details to be furnished duly supported by figures in Balance Sheet/ Profit & Loss Account for the last three preceding years (Financial years) duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (copies to be attached).

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Details</th>
<th>Year ending 31st March</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Year 1</td>
</tr>
<tr>
<td>01</td>
<td>Gross annual turnover in the similar works</td>
<td></td>
</tr>
<tr>
<td>02</td>
<td>Profit (+) / Loss (-)</td>
<td></td>
</tr>
</tbody>
</table>

1. Income Tax Return
2. Audited Account of the company for last three years
3. Income Tax, PAN Details
4. GST No.

This is to certify that to the best of my knowledge and belief, the aforesaid facts and figures are correct and in conformity with the books of accounts of the establishment.

Dated: Signature of Chartered Accountant with seal and membership number
Whereas ............................................................(thereinafter called the “tenderer”) has submitted their offer dated ........................................................ for the supply of .......................................................... (Here in after called the “tender”) against the purchaser’s tender Notice No. ..........................................................

KNOW ALL MEN by these presents that WE ................................................................. of ................................................................. having our registered office at ................................................................. are bound unto .................................................................(hereinafter called the “Purchaser”) in the sum of ................................................................. for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ...............Day of ....................... 20 ...........

THE CONDITIONS OF THIS OBLIGATION ARE

(1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

(2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:

(a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.

(b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)
Name and designation of the officer
Seal, name & address of the Bank and address of the Branch
ANNEXURE - IX

DECLARATION

1. I, -----------------------------------------Son /Daughter of Shri ------------------------- ----- ------------------------------------------Proprietor/Partner/CEO/MD/Director/Authorized Signatory of M/s. ----------------------------------------am competent to sign this declaration and execute this tender document.

2. Tender ref no: __________________________  dt:_________. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.

3. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief.

4. I/we am/are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

5. Each page of the tender document and papers submitted by my Company is authenticated, sealed and signed, and I take full responsibility for the entire documents submitted.

Signature of the Authorized Person

Date: --------------------------

Full Name: --------------------------

Place: --------------------------

Company Seal: ---------------
UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT
(On Company / firm’s Letterhead)

I/We hereby confirm and declare that we, M/s ---------------------------------------------, is not blacklisted/ Deregistered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services as on date.

Signature of the Authorized Person

Date: --------------------------

Full Name: --------------------------

Place: --------------------------

Company Seal: --------------------------
CERTIFICATE

I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/we hereby certify that this bidder is not from such a country and is eligible to be considered.

OR (whichever is applicable)

I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/we hereby certify that this bidder is from __________(Name of Country) and has been registered with the Competent Authority. I/we also certify that this bidder fulfils 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 with the bid document)

Signature of the Authorized Person

Date: ---------------------------

Full Name: ---------------------------

Place: ---------------------------

Company Seal: -------------------

Signature and seal of Bidder
ANNEXURE – XI
(For Works Contracts, including Turnkey contracts)

(On Company / firm’s Letterhead)

Tender No: .................................  Dated: .................................

CERTIFICATE

I/we 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 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 contractor from such countries unless such contractor is registered with the Competent Authority.

OR (whichever is applicable)

I/we 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 contractors from such countries; I/we 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 contractor from such countries unless such contractor is registered with the Competent Authority. I/we also certify that this bidder fulfils 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 with the bid document)

Signature of the Authorized Person

Date: ------------------------------

Full Name: ------------------------

Place: ---------------------------

Company Seal: ---------------
DECLARATION OF LOCAL CONTENT

(To be given on Company Letter Head – For tender value upto Rs.10 Crores)
(To be given by Statutory Auditor/Cost Auditor/ Practising Cost Accountant/ Practising Chartered Accountant for tender value in excess of Rs.10 Crores)

Tender No:………………………………….. Dated:…………………………………..

To
The Chairman
Departmental Purchase Committee
Department of …………………..
IIT Kharagpur
PIN: 721302

Subject: Declaration of Local Content-reg.

1. Country of origin of Goods being offered:……………………………………………………………………
2. We hereby declare that items offered has .............% local content.
   *(Clarification for Local content calculation as per OM No: P-45021/102/2019-BE-II-Part (1) (E-50310), dated 4th March 2021 of Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Govt. of India.)*
3. The details of the location(s) at which local value addition is made are given in the below table;

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of the item</th>
<th>Location(s) of local value addition</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
</tbody>
</table>

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

**Important:**
"False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules 2017 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 2017 along with such other actions as may be permissible under law."

Date:

Yours faithfully,

*(Signature of the bidder, with Official Seal)*

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Signature and seal of Bidder
ANNEXURE – XIII

(On the official Letterhead of the company/firm)
FINANCIAL BID FORMAT

Tender No.: ____________________________ dated: ____________

Tender for Supply, Installation, Testing and Commissioning of (to be provided by the Department) equipment with (to be provided by the Department) years of warranty.

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Price without taxes (in Rs.)</th>
<th>Taxes Rs</th>
<th>Unit Price with Taxes (in Rs.)</th>
<th>Total Amount (in Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supply and Installation, Testing and Commissioning of (to be provided by the Department) Equipment with (to be provided by the Department) years of warranty</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

\[
A \quad B \quad C \quad D=(B+C) \quad E=(A \times D)
\]

TOTAL

In words: Rupees ____________________________

1. Non-conformities between Figures and Words:
   a. If, in the price structure quoted for the required goods, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly;
   b. If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
   c. If there is a discrepancy between words and figures, the amount in words shall prevail.

2. Indian institute of Technology Kharagpur is a public Funded Academic & Research institute under the minister of Human Resource Development and is eligible for GST @5% vide Notification No.47/2017 dated:14.11.2017 and 10/2018- Integrated Tax (Rate) dated:25.01.2018 by the Ministry of Finance, Department of Revenue.

Signature of the bidder along with seal

Signature and seal of Bidder
### Checklist

(Bidder should fill up YES or NO without fail)

<table>
<thead>
<tr>
<th>S.No</th>
<th>Bid Enclosures</th>
<th>Yes/ No</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Technical Bid (Envelope – A)</strong> contains the following documents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Tender fee / Exemption certificate</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Bid Security (EMD)/ Exemption certificate</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Technical Bid as per <strong>Annexure – V</strong> along with all supporting annexures, documents etc. as mentioned in the Tender document as per given sequence</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Signed Notice Inviting Tender (NIT) and corrigenda thereon, if any</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Any other supporting/ additional document/ information</td>
<td></td>
</tr>
<tr>
<td><strong>Financial Bid ( Envelope – B)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Price Bid (As per the format given at <strong>Annexure – XIII</strong>)</td>
<td></td>
</tr>
</tbody>
</table>

Note: All pages of the bid documents must be serially numbered and signed.

***************