TENDER DOCUMENT

(Tender Notice no. IIT/ CY/PLAN/EQ-135/23-24 dated: 24-04-2024)

FOR

(Procurement of a New Single Crystal X-Ray Diffractometer.)

OF

(Department of Chemistry)

IIT KHARAGPUR

INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR
KHARAGPUR - 721302
WEST BENGAL
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NOTICE INVITING TENDER

Indian Institute of Technology Kharagpur, an Institute of Eminence, invites sealed bids from all Indian Manufacturers/Service providers or their authorized vendors, having registered office in India who fulfil the criteria mentioned in the Tender document and have adequate credential, for the **Procurement of a New Single Crystal X-Ray Diffractometer** at the Department of Chemistry, 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/ CY/PLAN/EQ-135/23-24 DT: 24/04/2023)** and submitted to "Chairman, Departmental Purchase Committee, Department of Chemistry, Indian Institute of Technology, Kharagpur, P.O. Kharagpur Technology, PIN : 721 302 on or before 15-05-2023 at 3.00 PM. Technical Bids will be opened on 16/05/2023 at 11.00AM.

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.

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Signature of Indenter/Chairman, DPC  
Department of Chemistry,  
IIT Kharagpur

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Signature of Head  
Department of Chemistry  
IIT Kharagpur

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To

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

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<td>Brief Description of Tender</td>
<td>Procurement of a New Single Crystal X-Ray Diffractometer</td>
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<td>Estimated cost, if any</td>
<td>Rs. 2 Crores.</td>
</tr>
<tr>
<td>Tender fee (Non refundable)</td>
<td>NIL</td>
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| EMD | Rs. 5,00,000/-  
(By way of Demand draft from any Nationalized Bank/Commercial Bank and paid in favour of "Indian Institute of Technology Kharagpur", payable at Kharagpur. |
| Pre -bid Meeting, if any | Date:03-05-2023 @ 11-00 AM at Meeting room, Department of Chemistry, IIT Kharagpur. |
| Bid submission start date & time | 24-04-2023 @ 16-00PM |
| Last date & time for submission of sealed tenders/quotations | 15-05-2023 @ 15-00 PM. |
| Pre -qualification & Technical Bid opening date & time | 16-05-2023 @ 11-00 AM. |
| Two Bid System | Two bids – (i)Technical and (ii) Price bid, in two separate envelope- placed & sealed in one envelope |
| Bid validity | 120 days from the opening of Price Bid |

### Submission of bids (by speed post) (Addressed to)
- Chairman
- Departmental Purchase Committee
- Department of Chemistry
- Kharagpur-721302, West Bengal (State)

### Bid opening place
- Meeting room, Department of Chemistry, IIT Kharagpur, Kharagpur – 721302, West Bengal (State)

### Any clarification
- Telephone No: 03222-283330
- eMail ID: ppj@chem.iitkgp.ac.in

### 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.

Signature and seal of Bidder  
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TECHNICAL SPECIFICATIONS

Procurement of a New Single Crystal X-Ray Diffractometer

IIT/CY/PLAN/EQ-135/23-24  Date: 24/04/2023

Specifications for Single Crystal X-Ray Diffractometer

Latest generation completely automated single-crystal X-ray diffractometer (SCXRD) is required to perform structure determination of all kinds of small molecules (organic, inorganic, metal organic, MOFs, and metal clusters etc). Diffractometer should come with a combination of a small, highest-intensity X-ray beam coupled with single photon sensitive large area detector to handle small, weakly diffracting crystals with additional complexities like twinning and disorder etc. The whole set up should be fully contained within an X-ray safety enclosure as per the highest international standards and with sufficient internal space. The details of the technical requirements and specifications of the system are given below.

1. X-Ray Source:
The diffractometer should be equipped with high intense high stability fully automated Molybdenum micro-focus X-ray tube with a power output of 50W or more. The minimum beam intensity at the sample should be \( \geq 3 \times 10^9 \) ph/(s-mm\(^2\)) with beam size not exceeding 110 microns to work with very small and weakly diffracting crystals.

Preferably X-ray source should be completely Air-cooled without any internal and or external water chillers to achieve stable intensity and long tube life with very minimum or no maintenance. To minimize the downtime the entire source shall maintain a minimum of 80\% of the specified intensity for at least 3 years after installation.

2. Detector:
The diffractometer should have latest generation large active area X-ray detector for detecting the diffracted X-rays and accurately measuring their intensities from single crystal. It should operate in photon-counting mode to achieve the highest detector sensitivity and superior spatial resolution for closely spaced reflection generated by twin and large unit cell crystals. The Detector should operate under shutter-less mode for continuous and fast data collection. The active area should be, at least of 70000 mm\(^2\) or larger with higher theta coverage in single image (minimum of 0.6 Å resolution at 6 cm distance) to achieve fast completeness (helpful in sensitive crystals) and measure highly redundant data for more accurate structures. Ideally detector should be of monolithic sensor or without any blind regions which are prone to loss of data. The Detector should have a highest Detective Quantum Efficiency (DQE) for Molybdenum radiation and vendor should specify the value and the higher DQE will be preferred. The detector should have high count rate \( \geq 4 \times 10^6 \) counts/pixel-sec and should have a point spread function \( \leq 1 \) pixel with size of the pixels should not be greater than 150\( \mu \)mX150\( \mu \)m, for better reflection profile and less parallax effect. Detector should be of minimum or no maintenance and should carry 3 years of minimum warranty.

3. Goniometer: The diffractometer should be equipped with a fully automated high precision four circle horizontal goniometer. The goniometer must be built in such a way that the extended directions of the axes intersect at a point, with an error not greater than 7 microns. The sample to
the detector distance should be variable under computer control over a range of at least 40–200 mm or longer. The goniometer should have a very high angular precession and an angular coverage of minimum 150 ° 2Θ. The diffractometer system should be automatically controlled by the system software. Any diffractometer damage through ‘collisions’ should be prevented by provisions taken in software and ideally using real-time system positional monitoring.

4. **Crystal viewing video:** The system must include a color video microscope to magnify the crystal, to capture screen frames and to measure and index crystal faces coupled with provided software for the required motion video. For numerical absorption correction, the software should allow the indexing of crystal faces by interactive use of video pictures or movies of the crystal investigated.

5. **Integrated software:**

a. WINDOWS / LINUX based application software for data acquisition and processing, structure solution (automatic and or manual), refinement and instrumental control for single crystal, twins, low/high temperature, high pressure, face indexing, charge density and modulated structure.

b. The software should be able to perform complete data acquisition, absorption correction, scaling, space group determination, structure determination and final report generation as per Acta Crystallographica guidelines.

c. For data collection strategies, the software shall have predefined runs including Sphere, Hemisphere and Quadrant. Optimized runs shall provide for completeness/coverage as well as the facility for user defined runs.

d. Software shall allow easy change of exposure time, scan ranges, scan width and detector distance and provide automatic re-measurement of overflow frames, automatic dark image acquisition and optional reference frames for tracking decaying samples.

e. Integration of data sets collected with variable exposure times for different angular range or resolution windows.

f. The offered software must include software for structure determination. The offered data acquisition software package must be compatible with recent SHELX, WinGX and SADABS.

g. Site license of the software for data collection, refinement and analysis should be available and can be installed on any number of PCs with in the IIT Kharagpur campus. No public domain software is acceptable.

h. Auto structure solution software

6. **Computer:** The Diffractometer Instrument should come with a PC with Factory loaded Software. Specifications of the PCs should be the following or better:

Desk Top PC—Latest model suitable to the SCXRD system Minimum specifications of the PCs are:
- Intel Core i7-8700
- 16 GB RAM
- 256 GB SSD
- 2.0 TB hard disk drive

Signature and seal of Bidder
- 27" LED monitor
- US/INT-keyboard
- Optical mouse
- SATA DVD-RW
- Operating System: Windows 7/10 Professional 32/64 Bit, English

7. **UPS:** Suitable 5 KVA with 1 hour Battery backup reputed make On-Line UPS with built-in isolation transformer and event logging facility to run the above-mentioned system and computer for uninterrupted data collection

8. **Crystal Mounting Accessories:**
   - Goniometer Heads: 2 No’s of Goniometer head with strong magnetic base
   - Test crystals: 1 No
   - Paratone or any equivalent crystal mounting cryoprotectant oil (100ml) – 2 No
   - Crystal Mounting set:
     - 40 – Dual-Thickness MicroMounts™ (M2-L18SP-A1 + M2-L18SP-A2), with 5 each of 10, 20, 30, 50, 75, 100, 150, and 200 μm apertures
     - 20 – GB-B3-R Style Reusable Goniometer Bases
     - 10 – Magnetic Cryovials
     - 1 – 4oz. Bottle of NVH Oil
     - 1 – Baseholder and Protective Storage Case
     - 1 – pair heavy-duty tweezers, for inserting the MicroMounts™ into the bases

9. **Optional accessories**
   **Cryo cooling:** A low temperature (LT-) device should be of Oxford Cryosystems make and include a temperature control device to cover the temperature range of 80 – 400 K, with a stability of +/- 0.1 K equipped with liquid nitrogen Dewar of minimum 60 L capacity, pressure regulator, transfer line and necessary accessories.

**Other conditions:**

1. **Warranty:** The equipment (including all spares and accessories) should have minimum of 3-year warranty from the date of handing over the fully functional unit to the Institute, against manufacturing defects of material and workmanship. The warranty replacement if any should be supplied on DDP basis.

2. **Installation and Commissioning:** Installation and training should take place at IIT Kharagpur Site. The expenditure involved in it will be borne by the supplier. On site application training for minimum 2 days by the company designated application Scientist for a group of technical staff/students for operating the instrument to complete structure determination/solution including software learning.
3. **Pre-Installation requirement:** Necessary pre-installation advice should be enclosed along with the technical bid.

4. **Down-time call attendance:** Supplier should clearly mention about their service set up in India for prompt service support along with contact details of service engineers specially trained on the offered system. Service should be provided at earliest and 24 X 7 online support.

5. **Manuals and Instruction Sheets:** All the manuals including circuit Diagrams and instruction sheets must be supplied in English for the purpose of service engineer's reference. The offered SCXRD system model should preferably comply with the latest machinery directive, for electrical equipment and electromagnetic compatibility under fully CE compliant guidelines (or equivalent).

6. List of current minimum 10 users of SCXRD in India, manufactured by the bidder should be provided.
GENERAL TERMS AND CONDITIONS

1. **Tender Fee:** Tender fee(s) Nil. IIT Kharagpur will give exemption for submission of tender fee who are registered with MSME, NSIC or start-ups as recognised by DIPP. However proper and valid document in this regard must be submitted by the bidders in support of their claim. Tender fee should be kept in separate covers and place in technical bid cover.

2. **Bid Security Declaration in lieu of EMD:** EMD is Rs. 5,00,000/- (By way of Demand draft from any Nationalized Bank/Commercial Bank and paid in favour of "Indian Institute of Technology Kharagpur" payable at Kharagpur).

3. **Payment Terms & Performance Bank Guarantee (PBG):** 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.

4. **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.

5. **Warranty/Guarantee & On-site skill support:** The equipment (including all spares and accessories) should have minimum of 3-year warranty from the date of handing over the fully functional unit to the Institute, against manufacturing defects of material and workmanship. The warranty replacement if any should be supplied on DDP basis.

6. **Supply of spares and accessories:** Interested vendors must be able to supply adequate spares and consumable during three years of comprehensive warranty. Vendor should also ensure trouble free service and performance for another seven years beyond three years Comprehensive Warranty Period with adequate spares and accessories.

7. **Delivery of Stores:** The store items are to be supplied within 180 days from the date of receipt of the Purchase Order.

8. **Price:**
   a. The Price should be quoted in INR only.
   b. The price should be quoted "FOR IIT Kharagpur" basis. The price should be all inclusive.
   c. 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. Necessary certificate in this regard will be issued as per requirement and on request of the successful bidder.

d. The unit prices should be for the same unit as indicated in the Schedule to tender enquiry and not for any other unit.

e. Discount, if any, should be indicated separately/prominently.

f. Offers should normally be on fixed and firm price basis. Any clause making price variation will not be acceptable.

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

10. **Award of the Contract:** The order shall be placed to successful L1 bidder.

11. **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.

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

13. **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.

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

15. **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.

16. **Installation and Commissioning:** Free of cost at Instruments room, Department of Chemistry, 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.

17. **Training:** The Supplier is required to provide training at free of cost to the designated Purchaser’s technical and end user personnel to enable them to effectively operate the total equipment.

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. 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.

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

21. 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.

22. Bidders should enclose the following documents:

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

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

   c. 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 (if applicable).

23. All tenders are to be handed over in a sealed box in the Office of Chemistry Department, 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 speed post, the Postal Address is “

   Chairman, Departmental Purchase Committee
   Department of Chemistry, IIT Kharagpur-721302, West Bengal
   (State)

24. 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.
25. 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.

26. **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 Declaration
   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. 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.

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

IV. 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.

V. 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.
INSTRUCTIONS & SPECIAL CONDITIONS

1. **General:** Only Indian Manufacturers/Service provider or their authorized vendors, having registered office in India are invited to quote.

**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;

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 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.
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 tele links for contact persons of manufacturers/service providers/authorized vendors offices dealing with this purchase. (ii) Name and full address of the manufacturers/service providers/authorized vendors (iii) **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 (*Based on the payment terms, provision of PBG may be provided by the Department before publishing the tender*). 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.
MINIMUM ELIGIBILITY CRITERIA / PRE-QUALIFICATION CRITERIA

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

2. Past Experience of the bidder: 05 Years
   
a. Experience in terms of years; and/or

   b. Experience in terms of execution of 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. ISO Certification, if any: Supporting document must be enclosed with the bid document.

4. Annual Average turnover for last three Financial Year: Rs. 05 Corers Bidder shall enclose CA Certificate/Audited statement.

5. Income Tax Return (ITR) for last three Financial Year: Last 03 years, Bidder shall enclose ITR certificates.

6. 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>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Certificate of Incorporation / Registration Certificate</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Trade License, PAN and GST Certificates</td>
<td></td>
</tr>
</tbody>
</table>
| 3     | Status of the Tenderer  
(attach documents, if registered company/ partnership /propriety ship) |  |
| 4     | Manufacturer (OEM certificate) or Service Provider /Dealer  
(Authorization and OEM certificate from Manufactures ) |  |
| 5     | Details of key top official/authorized official with e-mail id and contact number |  |
| 6     | Experience certificate (Previous Work Orders/Purchase Orders, list of satisfactory clients with address and contact number, completion certificates, etc.) |  |
| 7     | Technical Compliance Statement, as per Annexure - VI |  |
| 8     | ISO Certificate, if any: |  |
| 9     | Average turnover of company in last three Financial years, if any. Bidder shall enclose CA Certificate/Audited statement as per Annexure - VII |  |
| 10    | Income Tax Returns of last three Financial years |  |
| 11    | Bid Security Declaration as per Annexure - VIII |  |
| 12    | Declaration as per Annexure - IX |  |
| 13    | Undertaking / Self-Certification of non-blacklisting as per Annexure - X |  |
| 14    | Certification on compliance under Rule 144 (xi) of the General Financial Rules (GFRs) 2017 as per Annexure - XI |  |
| 15    | Certification on Compliance under Rule 153 (iii) of the General Financial Rules (GFRs) 2017 / Declaration for Local content as per Annexure - XII |  |
| 16    | Other documents like literature, catalogues etc.,(if any) |  |

**NOTE:**

1. Attach all relevant documents in the same serial order as above, properly indexed, 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
<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>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
ANNEXURE - VIII

BID SECURITY DECLARATION

1. I, ...........................................Son /Daughter of Shri .................................
 ..........................................................Proprietor/Partner/CEO/MD/Director/Authorized
 Signatory of M/s.................................................................am competent
to sign this Bid Security Declaration and execute this tender document and hereby
declare that;

2. I/we understand that, according to your conditions, bid must be supported by a Bid
Securing Declaration.

3. I/we accept that I will automatically be suspended from being eligible for bidding in
any contract with IIT Kharagpur for a period equal to the duration of the contract
for tender related to ‘Services’ and/or 01 to 03 years in case of ‘Procurement of
Goods’ from the date of notification, if I am in a breach of any obligation(s) under
the bid conditions, because I:

   a. have withdrawn/modified/amended, impairs or derogates from the tender
during the period of bid validity specified in the bid document, or

   b. having been notified of the acceptance of our Bid by IIT Kharagpur during
the period of bid validity, (i) fail or refuse to execute the contract, if required,
or (ii) fail or refuse to furnish the Performance Security, in accordance with
the General terms and conditions & Instructions to Bidders.

4. I/we understand this Bid Securing Declaration shall cease to be valid if I am not the
successful Bidder, upon the earlier of (i) the receipt of your notification of the name
of the successful Bidder; or (ii) 45 (forty-five) days after the expiry of the validity of
my Bid.

Signature of the Authorized Person

Date: ..............................

Full Name: ..............................

Place: ..............................

Company Seal: ..............................

Signature and seal of Bidder
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: _________________
ANNEXURE - X

UNDERTAKING REGARDING BLACKLISTING / NON - DEBARMET
(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
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. IIT/ CY/PLAN/EQ-135/23-24

Date: 24/04/2023

To
The Chairman
Departmental Purchase Committee
Department of Chemistry,
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)

Signature and seal of Bidder
(on the official Letterhead of the company/firm)

FINANCIAL BID FORMAT

Tender No. IIT/ CY/PLAN/EQ-135/23-24

Date: 24/04/2023

**Tender for Supply, Installation, Testing and Commissioning of Single Crystal X-Ray Diffractometer equipment with** 3-year warranty from the date of handing over the fully functional unit to the Institute.

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Price without taxes (in Rs.)</th>
<th>Taxes (in 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 <strong>Single Crystal X-Ray Diffractometer</strong> Equipment with 3-year warranty from the date of handing over the fully functional unit to the Institute</td>
<td></td>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D=(B+C)</td>
</tr>
</tbody>
</table>

**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 and seal of Bidder

Page 26 of 27
Signature of the bidder along with seal

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>1</td>
<td>Exemption certificate</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Bid Security Declaration as per prescribed format</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></td>
<td><strong>Financial Bid (Envelope - B)</strong></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.

Signature and seal of Bidder