INDIAN INSTITUTE OF TECHNOLOGY KARAGPUR
KARAGPUR – 721302
Central Research Facility (CRF)

Subject: Supply and Installation of Ultra-High Performance Liquid Chromatography (UPLC) System with multiple detectors

Ref: Enquiry No. IIT/CRF/ENQ/2023-24/UPLC-01 dated 04-05-2023

NOTICE INVITING TENDER

Indian Institute of Technology Karagpur, an Institute of National Importance, invites sealed bids from principal manufacturers or their authorized distributors (foreign firms or their Indian representative companies), who have adequate credential for the Procurement of “Supply and Installation of Ultra-High Performance Liquid Chromatography (UPLC) System with multiple detectors” for Central Research Facility (CRF), IIT Karagpur.

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 VII. Two covers containing two separate sealed envelopes (one each for Technical Bid and Price Bid) along with prescribed tender fee and tender reference number (Tender No. IIT/CRF/ENQ/2023-24/UPLC-01 dated 04-05-2023) needs to be submitted to “Chairperson, CRF, Attn. Prof. Rintu Banerjee, Central Research Facility, Indian Institute of Technology, Karagpur, P.O. Karagpur Technology, PIN - 721 302 on or before 30-05-2023 at 3.00 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 which will be open on 30th May, 2023 at 4 PM in CRF building IIT Karagpur and the opening date of price bid will be intimated to the vendors on the date of technical bid opening. Kindly refer to the Institute website www.iitkgp.ac.in [link: Tenders] for complete tender details. The same is also available in the CPP Portal [https://eprocure.gov.in/eprocure/app]. If there is any corrigendum/addendum, it shall only be published on Institute’s Website and Central Public Procurement Portal.

Earnest Money Deposit (EMD): An amount of Rs. 1,30,000.00 (Rs. One lakhs thirty thousand only) (Refundable) in the form of Demand Draft drawn in favour of “Indian Institute of Technology Karagpur”, payable at Karagpur or Bank Guarantee as per format at Annexure V. E.M.D. should be enclosed separately in an envelope and stapled with the Technical Bid document superscribing EMD. In case of Bank Guarantee(BG), the validity of the BG should be 6 (six) months from the date of issue. Any bid without EMD will summarily be rejected. No interest is payable on EMD. EMD will be refunded to the unsuccessful bidder after finalization of the tender process. The EMD of vendor awarded with the contract may be treated as part of security deposit towards Performance Guarantee. EMD shall be forfeited if the selected vendor after award of contract, fails to execute the same.

Signature of Indenter / Prof. In Charge
Chairperson, Central Research Facility

To
1. Institute Website 2. CPP Portal 3. Department Notice Board

Signature and seal of Bidder

Signature of the bidder along with seal
## TIME EVENTS OF VARIOUS TENDER RELATED ACTIVITIES

<table>
<thead>
<tr>
<th>Tender No. &amp; Date</th>
<th>IIT/CRF/ENQ/2023-24/UPLC-01 dated 04-05-2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brief Description of Tender</td>
<td>Supply and Installation of Ultra-High Performance Liquid Chromatography (UPLC) System with multiple detectors</td>
</tr>
<tr>
<td>Tender fee (Non-refundable)</td>
<td>Rs.1000/- (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>
</tr>
<tr>
<td>EMD</td>
<td>Rs. 1,30,000.00 (Rs. One lakhs thirty thousand only) (Refundable) (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>
</tr>
<tr>
<td>Bid submission start date &amp; time</td>
<td><strong>04-05-2023</strong></td>
</tr>
<tr>
<td>Last date &amp; time for submission of sealed tenders/quotations</td>
<td><strong>30-05-2023 at 3 pm</strong></td>
</tr>
<tr>
<td>Pre-qualification &amp; Technical Bid opening date &amp; time</td>
<td><strong>30-05-2023 at 4 pm</strong></td>
</tr>
<tr>
<td>Two Bid System</td>
<td>Two bids – (i) Technical and (ii) Price bid, in two separate envelope</td>
</tr>
<tr>
<td>Bid validity</td>
<td>120 days from the opening of Price Bid</td>
</tr>
<tr>
<td>Submission of bids (by speed post) (Addressed to)</td>
<td>Chairperson, Central Research Facility Kharagpur-721302, West Bengal (State)</td>
</tr>
<tr>
<td>Bid opening place</td>
<td>Central Research Facility, IIT Kharagpur, Kharagpur – 721302, West Bengal (State)</td>
</tr>
<tr>
<td>Any clarification</td>
<td>Telephone No: (03222) 282244 email ID: <a href="mailto:rb@agfe.iitkgp.ac.in">rb@agfe.iitkgp.ac.in</a>/ <a href="mailto:asmi04@gmail.com">asmi04@gmail.com</a></td>
</tr>
</tbody>
</table>

Signature of the bidder along with seal
# TECHNICAL SPECIFICATIONS

Supply and Installation of Multi detector Ultra-High Performance Liquid Chromatography (UPLC) System with following specifications

*(Tender Enquiry No: IIT/CRF/ENQ/2023-24/UPLC-01 dated 04-05-2023)*

| SOLVENT MANAGEMENT SYSTEM: | • In built Quaternary Gradient pump for delivery and blending of up to four solvent system or higher.  
• Integrated four channel or better vacuum degasser chambers with automated piston seal wash.  
• It must be capable of delivering aqueous and organic solvents at operating pressures of 19000psi and above.  
• The pump must be able to support flow rates as low as 0.001 mL/min and as high as 5.000 mL/min or better with 0.001 mL increments.  
• Delay Volume: The separation of compound must be done with Fast Resolution and with minimum gradient delay volume <1000 ul for the or better to get sharper and better chromatograms with higher peak heights and high Resolution.  
• The pump must be able to program both isocratic and gradient methods. Able to program gradient methods directly in terms of pH and percent organic.  
• Flow rate accuracy of ±1% or better, Precision of <0.075% RSD or better and compositional precision of 0.15% RSD or better having pH range between 1 to 12.5 or better.  
• Low pressure quaternary mixing/gradient capability using suitable Technology. |
|---|---|
| UPLC SAMPLE MANAGER OR AUTOSAMPLER | • The system must be coupled with Autosampler  
• For Autosampler or Sample Manager Injection volume range must be 0.1 to 120.0 µL or better with provision for extended injection range.  
• Injection needle wash: Must be Integral, active and programmable along with Temperature control from 4°C to 40°C.  
• The injector precision must be equal to or less than 0.25% RSD from 5.0 to 100.0 µL or better.  
• The injector linearity shall be equal to or better than 0.999 correlation coefficient over its entire injection range.  
• Sample carryover must be as low as ≤0.004% or better. Standards or conditions must be mentioned.  
• The sample compartment must be able to accommodate Vials, 90 vials or better. |
| UPLC THERMAL COLUMN MANAGEMENT | • The column compartment must be able to support columns up to 300 mm in length and as wide as 4.6 mm ID. |

Signature of the bidder along with seal
- The column compartment temperature must be 10° C below ambient to 80° C or better with Peltier control.
- At least 4 No of Columns can be accommodated with a facility for future upgradation of column switching valve, along with at least 2 nos. of big columns.
- The column compartment must have temperature accuracy of +/- 0.5 Degree C & temperature stability of +/- 0.3 Degree C.
- Column usage history tracking technology must be associated with the column so that all the information related to number of injections, solvent consumption, Temperature, Pressure etc.

**PHOTODIODE ARRAY DETECTOR**

- Wavelength Range must be between 190-800 nm or better.
- Wavelength Repeatability should be ± 0.1 nm or better.
- Wavelength Accuracy should be ± 1 nm or better.
- Optical Resolution must be 1.2 nm or better with a Total of 1024 photodiodes.
- Data Acquisition: Up to 120 Hz or higher.
- Light Source: Preferably must be a both Deuterium and tungsten lamp covering entire range; Lamp should be of 2000 hrs warranty without drop in the energy level. It should be associated with Lamp optimization software to ensure consistent high sensitivity applications.
- Flow Cell Volume must be Less than 13.5 ul with path length 10mm
- Operating mode: Both 2D and 3D having Digital Resolution of 1.2nm (2D mode) or better.

**REFRACTIVE INDEX DETECTOR:**

- RI Units: 1.00 to 1.75 with measuring range of ±5x 10^-4 or better
- Minimum noise of <1.5 x 10-9 RIU.
- Cell should have minimum volume of 10 microliter or less to be compatible with flow rates upto 5ml/min.
- Flow Cell: It must be Fused Quartz.
- Flow cell volume: 10 µl or less.

**MULTI-WAVELENGTH FLUORESCENCE DETECTOR:**

- Wavelength Range: 200 to 890 nm or better.
- Emission Wavelength Range: 210 to 900 nm or better.
- Bandwidth: 20 nm or better. Wavelength Accuracy: ± 3nm or better.
- Wavelength Repeatability: ±0.25 nm or better.
- Sensitivity: S/N, Raman peak of Water ≥ 1000 or better.
- Data Channels: Up to Four 2D channels or One 3D channel.
- Sampling Rate: Upto 20 points/ s or better.
- Light Source: Xenon Lamp, should have 2000 hrs warranty.
- Flow Cell Volume: 10-100 µl or better.

**ORIGINAL (OEM) UPLC MANUFACTURER’S LICENSED SOFTWARE**

- Chromatography software must be ORIGINAL LICENCED.
- The software must come with in-built System Suitability facility for Method validation, System performance, Reproducibility, Tracking and plotting trends & Processing and reporting.
- The Software also must come with 2 numbers of Base Licenses and 10 numbers of named user’s licenses for the creation of separate usernames & passwords.
- Each injection is time and date stamped for easy archiving, retrieval of data.
- Report publisher facility for customized reports.
- It must be complied with NABL, GLP/GMP and 21 CFR PART 11 & documents must be submitted related to same.
- After installation hardware software qualification is to be done and document to be submitted.

**INSTRUMENT & SOFTWARE QUALIFICATION SERVICE (IQ/OQ/PQ) & CERTIFICATION:**

The instrument must be Qualified (IQ/OQ/PQ must be performed) along with the Software. Necessary reagents along with Documents must be provided for valid Instrument Qualification, Operational and Performance Qualification of the instrument along with Specification check during the installation. The vendors must quote the Qualification kits with defined list of items along with valid Cat. No./Cas No/Product ID etc.

Vendors must Quote their latest model and must declare the availability of the spares for 10 years from the obsolescence date of the model from the Market.

**COLUMNS & ACCESSORIES:**

| i. | The Instrument must come with C18 and SB C18 column having End-Capped for high efficiency and chemical stability with a wider usable pH range [pH 1-12] having dimension of 2.1 x 150mm, 3um or less – 2 Qty, 2.1 x 150mm, 1.8u – 2 Qty respectively. |
| ii. | C18 column having End-Capped for high efficiency and chemical stability with a wider usable pH range, 50mm, 1.8-3 um partical size – 2 Qty. |
| iii. | Reverse phase column-1 no |
| iv. | A Strong Cation Exchange Column having dimension of 2.1 x 100mm, 3um – 2 Qty. |
| v. | Anionic column- 2 No |
| vi. | Hydrophobic column 1 No |
| vii. | Carbohydrate Analysis Column (Mono to oligosaccharides) - 2 No. |
| viii. | 4 Solvent bottle clear, 1000ml with cap. |
| ix. | All glass filtering flask with compatible vacuum pump, minimum 100 nos of membrane filter |
| x. | Amino Acid Analysis Kit with suitable column |
| xi. | IMAC Column – 1 No. |
| xii. | Branded Desktop Computer which must be compatible with the Software (Minimum Inter Core i-5 based PC system with 64GB RAM, 1TB HDD, Windows 10 |
| xiii. | OS, Microsoft Office, 24‘Monitor, Key Board, Mouse, LaserJet color printer, 3 years’ warranty, HP, DEL or Lenovo |
| xiv. | Warranty 3 yrs. |
1. UPS 2 KVA with 60 mins Backup (including battery) must be supplied.

<table>
<thead>
<tr>
<th>Warranty</th>
<th>3 years comprehensive Warranty must come with the instrument except consumables.</th>
</tr>
</thead>
</table>

The Quoted model must have a reference / PO Copies in eastern India, the detailed list must be submitted along with PO copies / Official Users Certificate. All the claimed specifications must be duly submitted with proper documentations and proof. All must provide brochures or technical data sheet which should be available in supplier’s/OEM public website.

A thorough Demonstration, Commissioning & Detailed training on Instrument and Application must be provided by the vendors on site.

Annexure-II

**GENERAL TERMS AND CONDITIONS**

1. Last Date of Submission of Sealed Bids (both technical and price bids, separately in two covers and sealed envelope): 30-05-2023 at 3 pm.
2. The date and time of the Technical bids opening: 30-05-2023 at 4 pm.
3. **Payment Terms & Performance Bank Guarantee (PBG):** 90% payment will be made on submission of shipping documents and balance 10% payment will be made on successful installation, commissioning and submission of PBG for performance period 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 (Chairperson, CRF). Balance 10% may be released against submission of Performance Bank Guarantee to the tune of 3% of the total purchase order value. EMD/PBG shall be issued from any nationalized bank/ commercial bank, validity which shall be warranty period plus 60 days drawn. No advance/mobilization support, is payable against supply of stores. 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.
4. **Warranty/Guarantee & On-site skill support:** Three years (03) 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. The breakdown period will not be counted as warranty period and must be extended after the expiry of the initial warranty.
5. **Earnest Money Deposit (EMD):** An amount of Rs. 1,30,000.00 (Rs. One lakhs thirty thousand only) (Refundable) in the form of Demand Draft drawn in favour of “Indian Institute of Technology Kharagpur”, payable at Kharagpur or Bank Guarantee as per format at Annexure V. E.M.D. 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.
6. **Tender Fee: Rs. 1,000/- (Ten thousand only)** (By way of demand draft from any Nationalized Bank /Commercial Bank and paid in favour of “Indian Institute of Technology Kharagpur”, payable at Kharagpur).

Signature of the bidder along with seal
7. **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.

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

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

10. **Catalogue** must be attached as per the tender document (technical specification) in support of the technical bid.

11. **Price:**
   a. PRICE be quoted in INR only.
   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. 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. 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. Also provide price "FOR IIT Kharagpur" by including the necessary insurances etc. for door delivery (DDP).
   e. 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. DGS&D enlistment certificate needs to be attached (applicable only for the Indian Agents).
   f. Foreign bidders to disclose the name and address of agent and representative in India.
   g. 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.
   h. 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.
   i. The unit prices should be for the same unit as indicated in the Schedule to tender enquiry and not for any other unit.
   j. Discount, if any, should be indicated separately/prominently.
   k. Offers should normally be on fixed and firm price basis. Any clause making price variation will not be acceptable.

12. **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.**

13. **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.

14. The addendum/corrigendum if any shall be published on Institute’s **Website i.e. www.iitkgp.ac.in and on CPP Portal.**
15. **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.

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

17. **Service:** Response to ensure quality of services, the deputed Engineer from the OEM/Vendor shall have a minimum of 3 years of experience in the relevant field and must be in the payroll of the OEM/Vendor.

18. **Installation and Commissioning:** Free of cost at CRF Center, 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.

19. **Period of Validity:** Bids shall remain valid for acceptance for a period of 120 days from the date of opening of the price bid.

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:
   a. Certificate of Registration / Trade License
   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 Central Research Facility, IIT Kharagpur, Kharagpur, West Bengal, 721302, India. 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 “

   To,
   Chairperson, LSD, CRF
   Attn: Prof Rintu Banerjee
   Central research facility,
   IIT Kharagpur, West Bengal 721302, INDIA

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 the price bids will be intimated on the day of opening of the technical bid and also by email.

**Signature of the bidder along with seal**
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.

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 Rintu Banerjee,
Central Research Facility
Indian Institute of Technology Kharagpur- 721302,
West Bengal, India
[Phone: +91-03222-282244]
Email: - rb@agfe.iitkgp.ac.in  (copy to
chairpersoncrf@iitkgp.ac.in/ nihar@iitkgp.ac.in)

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 -II

INSTRUCTIONS & SPECIAL CONDITIONS

1. GENERAL: 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. DGS&D enlistment certificate needs to be attached (applicable only for the Indian Agents).

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 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 Signature of the bidder along with seal
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:** On behalf of the Principal, Indian Agent must be able to provide Performance Bank Guarantee of the amount equivalent to the 3% of the cost of equipment from any Nationalized/Commercial Bank. The Performance Bank Guarantee is required for the entire period of Warranty. Performance Bank Guarantee must remain valid for a period sixty days beyond the expiry of the Warranty Period. Bid security will be refunded back on submission of performance Security.

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. **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.

7. **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.

8. 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 five years beyond five years Comprehensive Warranty Period with adequate spares and accessories.

9. **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 shareholder’s 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.

I. 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.

Signature of the bidder along with seal
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/CMM etc. as local value addition.

---

**Annexure – III**

**ELIGIBILITY CRITERIA / 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>Registration Certificate</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>PAN and GST Certificates</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Status of the Tenderer (attach documents, if registered company/partnership/propriety ship)</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Whether OEM/representing foreign principle (attach copy of certificate/authorization)</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>
</tr>
<tr>
<td>6</td>
<td>Income Tax Returns of latest last three years</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Average turnover of company in last three years should be of Rs. 20 crore or more.</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>At least five numbers of client’s name and address where similar material/products has been supplied and installed successfully (attach Purchase Orders) and satisfactory certificates from the users.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Name and address of Vendor’s bankers and attach a Solvency Certificate from the Bank for a minimum amount of Rs. 20 crore</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Other documents like literature, catalogues etc.,(if any)</td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:**

Signature of the bidder along with seal
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: ________________ date: ______ 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

Annexure – IV

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: _______________________ date: ______. 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.

6. I/we hereby confirm and declare that I/we am/are not blacklisted /De-registered / debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services.

Signature of the bidder along with seal
MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas .................................................................(thereinafter called the “tenderer”) has submitted their offer dated ................................................................. for the supply of ................................................................. (hereinafter 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 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 – VI**

(On the official Letterhead of the firm)

**FINANCIAL BID**

Tender ref no: _____________ date: __________ Tender for Supply, Installation, Testing and Commissioning of ______ equipment with ___ Years of warranty.

<table>
<thead>
<tr>
<th>No</th>
<th>Description</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></td>
<td>Supply and Installation, Testing and Commissioning of XXXXXXX Equipment with XXXXX years of warranty</td>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D=(B×C)</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

In words: Rupees ________________________________

1. In case of discrepancies between words and figures, the bid which is least of the two versions will be confirmed.
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
ANNEXURE – VII
(For Goods/Service 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; 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: ____________________
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: ____________________

Signature of the bidder along with seal
## Checklist for Enclosures

*(Bidder Should fill up YES or NO and page no without fail)*

<table>
<thead>
<tr>
<th>S.No</th>
<th>Bid Enclosures</th>
<th>Yes/No</th>
<th>Pg. No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Registration Certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>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>Whether OEM/representing foreign principle (attach copy of certificate/authorization)</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>Income Tax Returns of latest last three years</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Minimum turnover of company of last three years should be of Rs.______ crore</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Current list and address of clients where three similar materials/products have been supplied (attach Pos) and satisfactory certificates from the users.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Name and address of Vendor's bankers and attach a Solvency Certificate from the Bank for a minimum amount of Rs.______ crore</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Other documents like literature, catalogues etc., (if any)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Tender fee (should be kept in one envelop cover and place technical bid)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>EMD (Should be kept in one envelop cover and place in technical bid cover)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Financial Bid (Envelope – B)

1. Price Bid (As per the format given at Annexure – VII)

---

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