



INDIAN INSTITUTE OF TECHNOLOGY  
KHARAGPUR – 721 302

Enquiry No: IIT/ATDC/ENQ/HPD/DKG/EQ/2017-2018/49

Dated: 10/01/2018

## TENDER NOTICE

### **Sub: Repair and Restoration of Cryogenic Cooling Facility attached with the MBE unit at ATDC**

Indian Institute of Technology, Kharagpur, invites sealed bids from reputed manufacturer or their authorised Distributor/Dealer (foreign firms or their Indian Representative company) who have adequate credential for repair and restoration of “**Cryogenic Cooling Facility**”, required for running molecular beam epitaxy (MBE) system, as per Annexure–I for **Advanced Technology Development Centre, Indian Institute of Technology, Kharagpur, India.**

Interested parties may submit their sealed bids under Two-Bids system as per **Technical Specifications** given at **Annexure I**, and **General Terms & Conditions and Special instructions** given at **Annexure II and Annexure III**. Bidders are required to submit their **Details** in the format given at **Annexure IV** along with their technical bids. They are also required to submit a signed **Declaration** in format given at **Annexure V**. A **Checklist** and **Compliance statement** against each item of Annexure I-III thereon severally and individually shall also be submitted. Kindly refer to the Institute website **www.iitkgp.ac.in** [link: Tenders] for complete tender details.

The tender be sent in a sealed packet, containing two separate sealed envelopes (one each for **Technical Bid and Price Bid**) along with prescribed **tender fee** to the Office of **Advanced Technology Development Centre, Indian Institute of Technology Kharagpur, P.O. Kharagpur Technology, PIN 721302, West Bengal, India**

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.

**Earnest money of Rs. 20000/-** is to be deposited in the form of Account payee Demand Draft in favor of IIT Kharagpur, payable at Kharagpur, India. Any Bid (Technical) which is not accompanied with an EMD shall be summarily rejected. Earnest money deposited will be forfeited if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. No interest will be paid on the earnest money of the unsuccessful bidders.

Tender Reference	<b><u>IIT/ATDC/ENQ/HPD/DKG/EQ/2017-2018/49</u></b> <b>Dated: 10/01/18</b>
Tender fee	Rs 1000
Last Date and Time for submitting the tender document	<b>Feb 5, 2018 at 04:00 pm.</b>
Time and Date of Opening of Technical Bids	<b>Feb 6, 2018 at 04:00 pm</b>
Address of Communication	As stated above
Contact Telephone Numbers	Phone: +91 - 03222-283818 / 81638
Email	<a href="mailto:dipak@phy.iitkgp.ernet.in">dipak@phy.iitkgp.ernet.in</a>

## Annexure- I

### **Scope of Work :**

Repair and Restoration of Cryogenic Cooling Facility attached with the MBE unit at ATDC. Job includes the repair of :

9 x Closed Loop Water Chillers,

1 x Liquid Nitrogen Plant,

1 x DN2 Facility

1 x Air Compressor.

Service Warranty of 1 year from the date of Completion of Repair

### **Mandatory Technical Compliance :**

1. Vendors offering the complete repair job will only be considered. Vendors offering only partial service to any of the indicated equipment, will be summarily rejected.
2. If required, Vendor has to indicate as who would bear the responsibility of supplying Spares that may be needed, for this One-time Repair & Restoration Job.
3. Bidder must have experience in Service of Liquid Nitrogen Plants with Closed Loop water Chiller at any IIT in India within the last one year. Active AMC or Repair Service Purchase Order of 2017-18 for Liquid Nitrogen Plant with Closed Loop Water Chiller, from any of the IIT will be mandatory.
4. Bidder must have a Proper Office Setup in the Eastern Region with at least 3 Engineers under their Payroll. Documentary Evidence of existence of such office including Trade License and appointment of engineers are to be provided mandatorily. This is to ensure promptest support to our facility during the Repair and Warranty period.
5. At least 2 Engineers should be trained or certified Maintenance Engineers from OEM of Liquid Nitrogen Plant. Copy of such certification from OEM of Liquid Nitrogen Plant is to be provided.
6. All Special Tools required for the job should be available with Bidder. General Tools can be provided by IIT.
7. Cleaning Agents like Petroleum Ether (40°C to 60°C and 60°C to 80°C), Distilled Water (500 litres), and other Consumables will be provided by us.
8. Bidder has to take a trial run for at least 24 hours after completion of repair.
9. During the 6 months Service Warranty, any Breakdown / Corrective Maintenance Call needs to be attended within 24 to 48 hours.
10. Bidder should indicate the charges for AMC of the entire package at the post-warranty stage. This will be treated as optional.

Bidder's offer should include Boarding/Lodging/Fooding/Travel Charges. No additional Charges will be paid.

**GENERAL TERMS AND CONDITIONS**

1) **Last Date of Submission of Sealed Bids (both technical and price bids, separately): Feb 5, 2018 up to 4.00 pm.**

**The Technical bids will be opened on Feb 6, 2018 at 4.00 pm in the Office of Advanced Technology development Centre, I.I.T. Kharagpur, India.**

2) **Payment Terms & Performance Guarantee:** 100% payment will be made on the completion of repair works and submission of PBG for performance period if the payment is made by LC, otherwise after receipt of stores by any other payment mode. The security deposit so retained may be refunded on submission of Bank Guarantee towards Performance Guarantee valid for **2 years throughout warranty period plus sixty days** drawn on any commercial bank.

**Payment Terms:: Letter of Credit / Wire Transfer (after receipt of stores) for foreign principal. For Indian Company, payment against delivery and installation through bank.**

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.

3) **Earnest Money Deposit (EMD):** An amount of **Rs.20,000/-** (Rupees twenty thousands only) in the form of Demand Draft drawn in favour of “**IIT Kharagpur**”, payable at Kharagpur.

**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 3 (three) 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, finalization of the tender process. The EMD of the 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.

4) **Delivery of Stores:** The store items be supplied within 30 days from the date of receipt of the Purchase Order or from opening of LC whichever is later.

5) **Tender Fee:** An amount of **INR 1,000** (Rupees one thousand only) as tender fee (non-refundable) is to be paid. The payment shall be made by Demand Draft from any

Nationalized Bank /Commercial Bank and paid in favour of “Indian Institute of Technology Kharagpur”, payable at Kharagpur. **Bids without Tender Fee will not be accepted. This should be enclosed separately in an envelope and stapled with the Technical Bid document superscribing Tender fee.**

6) **Price:** Domestic tenders are to quote and accept their payment in Indian currency (FOR IIT Kharagpur). Indian agents of foreign suppliers are to receive their agency commission in Indian currency. Cost of imported goods, which are directly imported against the contract, may quote in foreign currency (currencies) and will be accordingly in that currency and the portion of the allied work and services, which are to be undertaken in India (like installation & commissioning of equipment) are to be quoted and will be paid in Indian currency. The price shall be quoted with cost break-up indicating the applicable prices for each component (custom duty, import duty, landing and clearing charges and commission to Indian agents). Excise Duty Exemption/Custom Duty Exemption Certificate and Inter-state transit Way Bill (Form-50) will be issued only in favour of the bidder and address as mentioned in the Purchase Order.

7) **Bid: Technical Bid and Price Bid should be submitted in two separate sealed envelope quoting reference number on the top of the envelope.** Tender Fee and EMD should be enclosed with the Technical Bid documents, in separate sealed envelopes, stapled with the packet containing Technical Bid documents. The OEMs may either bid directly or Country/Regional/State Distributors /Dealers/Vendors, to quote authorized with valid authorization certificate, capability to sale and service of the products.

8) **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.

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

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

11) **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.

12) **Repair and restoration:** Free of cost at IIT, Kharagpur. The OEM must ensure timely repair and restoration works 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.

13) **Relevant documents of the OEM shall be enclosed, along with the Technical Bid. Any explanation on this account shall be supported with documentary evidence from the principals.**

14) **Conditional Offer** will not be accepted.

18) **Period of Validity:** Bids shall remain valid for acceptance for a **period of 90 days** from the date of opening of the price bid.

15) 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.

16) **Past Performance of the Vendors will be judged at the time of Technical Evaluation.**

17) **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.

18) **Bidders should** enclose the following documents:

- i. Certificate of Registration / Trade License
- ii. Enlistment form (R1), complete in all respect (copy attached)
- iii. Attested copy of PAN card and CGST &SGST No. registration papers
- iv. Banker's Solvency Certificate
- v. Audited statement of accounts and IT returns for the last three years
- vi. Authorized Distributors/Vendors must submit **two separate** appropriate authorization certificate and letter from their OEMs, for **(i) participation in the said tender and (ii) to submit the bids in favour of OEM. (to be attached with technical bids)**
- vii. Name and address of past satisfactory supplies or minimum three clients to whom such items/stores have been supplied should be mentioned in the technical bid.
- viii. 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.
- ix. Copy of product literature, for which the prices have been quoted.
- x. A write up on service and maintenance capability, mitigation of risks or breakdown and replacement capability, with the escalation support matrix suggested for the Institute. Vendors must indicate their sales and support service centre in India and their plan to address issues about services, maintaining minimum service inventory etc.
- xi. Signed copy of the tender document, with company seal, agreeing to the terms & conditions and declaration should be provided.
- xii. DGS&D enlistment certificate needs to be attached (applicable only for Indian Agents)
- xiii. **Proforma Price Bid (without mentioning the price rate) may be attached with technical bids**
- xiv. **Port of Shipment and Country of origin: Should be mentioned in the quotation.**
- xv. **Purchase order to be placed on: Should be mentioned in the quotation with full address**

19) **All tenders are to** be handed over in a sealed box in the office of **Advanced Technology Development Centre, IIT Kharagpur**. 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.

20) **The person/officer signing** the tender/bid documents should be delegated with an appropriate Power of Attorney (duly endorsed by a Notary Public) by the Chief Executive Office/Managing Director of the Company to sign such documents.

21) **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.**

22) 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.

### 23) **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. The OEMs/Vendors need to submit a certificate during opening of technical bids that they are not currently debarred or blacklisted in IIT Kharagpur for any supplies, products or services, or at present in any national organization or educational institute/ university.

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 be addressed to : End user

Advanced Technology Development Centre,  
Indian Institute of Technology Kharagpur- 721302,  
West Bengal, India  
[Ph:+91-03222- 282227, Fax: +91-3222-255303]

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.

Head,  
Advanced Technology Development Centre  
Indian Institute of Technology, Kharagpur.  
For Director, IIT Kharagpur

## INSTRUCTIONS & SPECIAL CONDITIONS

(To be returned by Tenderer along with the Tender duly signed)

1. GENERAL: Tenderer(s), 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. PRICE: For imported items both F.C.A./F.O.B. & C.I.F. Kolkata price by Air/Sea to be quoted. The price should be without Customs Duty and Excise Duty since IIT Kharagpur is exempted from the payment of Customs & Excise Duties. The Institute, if required will provide certificates for Import Items: The order acknowledgement should be issued by Fax within 3 days, and the item should be airlifted/boarded in sea within 30 days from the date of receipt of the Letter of Credit/copy of DD, as the case may be.

i. 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. **(FOB/FCA price is required for making comparison chart)**

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

iii. Prices quoted should be for supply, installation and commissioning at I.I.T. Kharagpur.

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

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

vi. Where tenderer intends to quote in Indian Rupees, for imported items, the price should be quoted "FOR Destination" basis. Offer should be on "High Sea Sales" basis. No sale tax can be charged. Customs Duty applicable against **Declaration in Terms of Government of India Notification No.51/96-Customs dated 23.07.96 will be paid. Vendor will arrange payment of customs duty during clearance and the same will be reimbursed at actual against proper documents. Way Bill will be issued on request.** Seller has to undertake the responsibilities of customs clearance. All necessary supporting documents will be provided by the IIT Kharagpur. An agreement can be made in this regard, if the seller wishes, before customs clearance.

4. TRANSIT INSURANCE: The Purchaser will not pay separately for Transit Insurance.

5. PAYMENT: Payment for indigenous items and also imported items quoted in Indian Rupees will be made only after completion of supply, installation and commissioning of the Systems to the entire satisfaction of the Purchaser. No Advance Payment will be made for Indigenous Purchase.

(ii) Where items are imported and the payment is desired to be made to their foreign Principals directly, the same will be made against Irrevocable Letter of Credit on submission of shipping

documents or by any other mode of payment (i.e. Demand Draft/Sight Draft/Wire Transfer) after receipt of stores.

6. 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) Proof of having ISO 9001 or other equivalent certification given by appropriate authorities.
- (iv) If payment is made through LC, then LC opening charges inside and outside India, who will have to bear to be clearly mentioned
- (v) Port of shipment and Country of origin is to be provided for each item.
- (vi) Purchase order to be placed on: Should be mentioned in the quotation with full address

**7. TENDER FEE: TENDER FEE OF TOTAL INR 1000 (Rupees one thousand only) [NON-REFUNDABLE] IN THE FORM OF BANK DRAFT MUST ACCOMPANY THE TENDER. It should be placed in the cover containing the Technical Bid.**

8. PERFORMANCE BANK GUARANTEE: On behalf of the Principal, Indian Agent must be able to provide Performance Bank Guarantee of the amount equivalent to the 10% of the cost of equipment from any Nationalized 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.

9. 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.

10. 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.

11. 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.

12. Interested vendors must be able to supply adequate spares and consumable during **two year warranty**. Vendor should also ensure trouble free service and performance for another **two years beyond two years Comprehensive Warranty** Period with adequate spares and accessories.

SIGNATURE OF TENDERER ALONG WITH SEAL OF THE COMPANY WITH DATE



NOTE: ONE AGENT CANNOT REPRESENT TWO SUPPLIERS OR QUOTE ON THEIR BEHALF AT ONE TIME.

In case of import all the particulars required for opening Letter of Credit (L/C) should be furnished in clear terms. After opening of L/C, based on our tender, no more requests for amendment of L/C will be entertained. Total price including supply, installation and commissioning at I.I.T., Kharagpur, should be quoted. The cost of items that may be supplied from indigenous resources and also installation part if installation is done by Indian Agents should be stated in Indian Rupees.

1. In case of Import, bidders are requested to quote FCA/FOB price mentioning Freight & Insurance charges separately. Ex-Works pricing may be considered.

2. Warranty should be valid for Three years for all items including third party items.

3. Quotations should be submitted in Separate Sealed Cover (with Sealing Wax). The quotation should be in typed format. No manual entries are allowed and any manual entry will entail rejection at the opening stage itself.

4. Before submitting vendor should ensure that they have submitted the following in the technical bid, the documents as mentioned hereunder: Technical Literature, Specification documents, **Point-by-point Compliance Statement**, General Terms & Conditions, Acceptance of Kolkata High Court Jurisdiction, Name and address of 5 organizations of which 1 must be in India where the OEM has installed 1 such equipment in the last 2 years and a copy of Price bid with prices masked.

**The Commercial bid shall have all the commercial documents, agreements and Price bid. Prices should be given component wise to enable the Institute to decide the final configuration.**

**TECHNICAL BID DOCUMENT**

**FORMAT TO BE FILLED BY THE MANUFACTURERS/ INDIAN AGENTS (ON BEHALF OF THEIR FOREIGN PRINCIPLES) OR THEIR AUTHORIZED COUNTRY DISTRIBUTORS/ REPRESENTING DEALERS/ REGIONAL AGENCIES, SUBMITTING TENDER FOR SUPPLY OF OPTICAL SPECTRUM ANALYZER FOR IIT KHARAGPUR (ADVANCED TECHNOLOGY DEVELOPMENT CENTRE)**

1. Name of the Tenderer :
2. Status of the Tenderer: (attach documents, if registered company/partnership/proprietyship)
3. Whether OEM/representing foreign principle :  
(attach copy of certificate/authorization)
4. Details of key top official/authorized official:  
(attach details)
5. Details of tie-ups for supply/services, if any:  
(Attach details, agreements, escalation matrix)
6. Income Tax and Service Tax returns of previous three assessment year (copy) :
7. Financial status of bidder and/or his associates including Annual Report & Balance Sheet/ Statement of Account of past three years with Registration of Companies (ROC) receipts duly authenticated by Chartered Accountant :
8. Current list/address of clients where similar material has been supplied and successfully working:
9. Name of the vendor's three largest clients, to whom similar products and services were extended & amount of transaction/annual bills to such clients :
10. Name and address of Vendor's bankers and attach a  
Solvency Certificate from the Bank for a  
minimum amount of Rs. 20.00 Lakh. :
11. Income Tax Permanent A/c No. (attach copy) :

Certified that all above information are correct to the best of my/our information, knowledge and belief.

-----Dated  
Signature & Seal of the Authorized person of OEM/Vendor

**NOTE: This is to be submitted in a separate sealed envelope** super scribing “TECHNICAL BID”, Notice inviting Tender No. IIT/ATDC/ENQ/HPD/DKG/EQ/2017-2018/49, **Dated: Feb 10, 2018** and name of the bidder. All technical documents like literature, catalogues etc., are to be put in the same envelope. 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.**

**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. 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: -----