Tender No: IIT/BT/HOD/20-21/LNS/ENQ-10

Date: 13.08.2020

Sub: Procurement of Equipment

Indian Institute of Technology Kharagpur, an Institute of National Importance, invites sealed bids from reputed manufacturers or their authorized Distributors / Dealers, (foreign firms or their Indian Representative company) who have adequate credential for supply/installation Liquid Nitrogen Stock Tank for the items as per the Annexure –I for the Department of Biotechnology, Indian Institute of Technology, Kharagpur, India. All these experimental units (standalone complete setups) are required for dedicated use in UG and PG laboratory courses.

Interested parties may submit their sealed bids under Two-cover 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 the format given at Annexure V. A Checklist and Compliance statement against each item of Annexure I - III thereon severally & 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 duly superscripted with Tender Notice No., dated, to the Office of the Head, Department of Biotechnology, Indian Institute of Technology Kharagpur Technology, PIN 721 302, West Bengal, India on or before 04-09-2020 by 10.30AM.

For any query pertaining to this bid document, communication be address to Head, Department of Biotechnology, Indian Institute of Technology, Kharagpur-721302 [Ph.: 913222-282248]

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

The Technical bids will be opened on 04.09.2020 at 11 a.m. in the Office of Head, Department of Biotechnology, Indian Institute of Technology Kharagpur.

Copy to:

1. Institute website
2. CPPP
3. Notice Board
4. Head, Department of Biotechnology

Head, Dept. Of Biotechnology
IIT Kharagpur
Annexure I

Technical Specifications for Liquid Nitrogen Stock Tank

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<th>Sl No</th>
<th>Technical Specifications</th>
<th>Quantity</th>
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<td>1</td>
<td>Liquid N2 Stock Tank&lt;br&gt;Double walled vacuum insulated high quality aluminum construction. The cap should be made of SS-304 or similar high quality aluminum. Tank capacity should be at least 33 litres, empty weight should not exceed 15kg, full weight should not exceed 45kg, Neck diameter should not be more than 5.3cm, Outer diameter should be less than 47cm, total height should not be more than 70cm. Static evaporation rate should not be more than 120ml/day, static hold time should not be less than 280days. Should be capable of holding atleast 6 canisters where canister height should be between 10-30cm. Should be capable of holding atleast 700 straws at single level and 1400 straws in double level.</td>
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GENERAL TERMS and CONDITIONS

(1) Manufacturer should submit two-parts bid, Technical and Commercial bid in separate sealed envelopes. Supplied items must have ISO 9001 or equivalent certification and unit prices of such modules must be given in Rupees. The main equipment as well as the modules should have standard warranty of one year and replacement warranty against manufacturing defects.

(2) Period of validity: Bids shall remain valid for acceptance for a period of Four months (120 days) from the date of opening of PriceBids.

(3) Conditional offer will not be accepted. i.e quotations of part items will not be considered. Price bid should preferably be in INR to prevent price escalation due to currency fluctuation OR if quoted in Foreign Currency the INR value on the date of Price bid opening would be fixed and price in foreign currency should be adjusted to fit that value in case of fluctuation.

(4) Late Tenders:- Tender received after the due date and time of submission as mentioned below shall not be accepted.

(5) Indian Agents of Bidders or Indian Agents who are bidding on behalf of their principals are to enclose the following documents: Current GST certificates and PAN No must be enclosed.

(9) All Tenders (unless otherwise specified) are to be submitted/handed over to The Head, Department of Biotechnology, IIT Kharagpur-721 302.

(10) The person attending the bid opening session should be delegated with appropriate Power of Attorney (duly endorsed by a Notary Public) by the Chief Executive Officer of the Company to sign such documents. Only one person on behalf of each Company will be allowed to participate/attend the Bid opening session.

(11) Bid once submitted shall be the property of IIT Kharagpur and shall not be returned to the vendor at any time.

(12) A bid submitted with false information will not only be rejected but the vendor may also be debarred from participation in future tendering process.

(13) Canvassing in any form not only invites disqualification in this tender but may also result in debarring the vendor from participation in the future tendering process.

(14) The vendor may be required to give presentation. Demonstration on the systems offered where vendor has installed and integrated similar solution may need to be arranged by the vendor at their own cost.

(15) Materials such as pipe, bricks, sand, stone-chips, cement, paint etc. if required for the installation of the above item and other fixation work will have to be supplied by vendor free of cost.

(16) The installation must be completed within 15 days from the date of receipt by this institute.

(17) Change of Indian Agent: Prior intimation is required for this change.
ANNEXURE – III

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 abroad;

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.O.B. & C.I.F. Kolkata/F.O.R IIT Kharagpur price by Air 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 item should be airlifted within 30 days from the date of receipt of the Letter of Credit copy / 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.

   (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 sales 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:

   i) 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 only.

6. TENDERERS SHALL SUBMIT ALONG WITH THEIR TENDER:

   i) Complete address and tele links for contact persons in principals and Indian agent offices dealing with this purchase.

   ii) Name and full address of the OEM’s Banker and their swift code.
7. **EARNEST MONEY DEPOSIT**: TENDERER MUST SUBMIT AN EMD OF Rs. 2400/- (REFUNDABLE) IN THE FORM OF BANK DRAFT/BANK GUARANTEE IN FAVOUR OF “INDIAN INSTITUTE OF TECHNOLOGY, KHARAGPUR”. It should be placed in the cover containing of Technical Bid.

8. **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.

9. **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.

10. **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.

**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 request 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 FOB price mentioning Freight & Insurance charges separately. No Ex-Works pricing is considered.
2. Warranty should be valid for one year for all items
3. Quotations should be submitted in Separate Sealed Cover 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,

   *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.*

**Important**:  
1. The institute 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.
2. In case of any dispute, the decision of the Registrar of this Institute shall be final and binding on the Bidders.
3. For any query pertaining to this Bid document correspondence may be addressed to:-

   The Head, Department of  Biotechnology  
   Indian Institute of Technology, Kharagpur  
   Kharagpur-721302  
   [Ph.: 91-3222-282248]

**N.B.**: 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.
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.

(i) I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.

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

(iii) 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.

(iv) 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.

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Signature of the Authorized Person

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

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