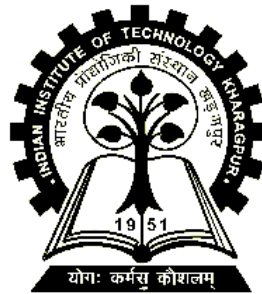


Tender Notice

No. IIT/HMC/PUR/B-MARIE/2017/01, Date: 8th March
2017

Name of Work:

Procurement of Hot Bain Maries for Various Halls of
Residence of IIT Kharagpur



Hall Management Centre

Indian Institute of Technology Kharagpur

Kharagpur –721302

Phone: 03222- 281103

E-mail: chairman.hmc@adm.iitkgp.ernet.in

Index

Sl. No.	Contents	Page no.
01	Notice Inviting Tender (NIT)	3
02	Instructions to Bidders	5-6
03	Eligibility Conditions	7
04	General Terms and Conditions	8-13
05	Application Form	14
06	Annexure - I (BOQ)	15
07	Annexure - II (General and Technical Requirements Technical Specification)	15
08	Annexure - IIA (Technical Specification: Type 1)	16
09	Annexure - IIC (Technical Specification: Type 2)	17
10	Representative drawing of the equipment	18
11	Annexure- III (Manufacturer's Authorization Letter)	19
12	Annexure - IV (Declaration / Undertaking)	20
13	Annexure- V (Annual Turnover Statement)	21
14	Annexure- VI (Affidavit)	22
15	Annexure- VII (Solvency Certificate)	23
16	Annexure- VIII (Format for Price Bid)	24

Date:

Signature of the bidder with seal

Tender No. IIT/HMC/PUR/B-MARIE/2017/01

Date: 8th March 2017

NOTICE INVITING TENDER (NIT)

Hall Management Centre, Indian Institute of Technology Kharagpur invites sealed tenders under two bids system (Technical and Price Bid) from reputed Kitchen Equipment Manufacturers as per the Terms and Conditions and Specifications given in the schedule annexed to the tender hereto.

The tender document with complete details of tender including experience required, scope of work and terms and conditions can be downloaded from the Institute website <http://www.iitkgp.ac.in> (link: Tenders). The same is also available on Central Public Procurement (CPP) Portal (<https://eprocure.gov.in>). Any addendum/ corrigendum shall only be published on Institute website and on CPP Portal. The submission fees of tender document is Rs. 5,000 (non-refundable) which has to be submitted in the form of Demand Draft drawn in favour of "Chairman, Hall Management Centre, IIT Kharagpur" payable at Kharagpur along with the tender document. The last date for submission of Sealed tender is 30th March 2017 upto 14:00 hrs. The technical Bids will be opened on 30th March 2017 at 16:00 hrs.

The Estimated Cost put to the Tender is Rs. 30 lakhs. An EMD of Rs. 60,000 (sixty thousand only) has to be submitted in the form of Demand Draft drawn in favour of "Chairman, Hall Management Centre, IIT Kharagpur" payable at Kharagpur. Tender submission fees and EMD in any other form is not acceptable. Tenders received without submission of tender fees and EMD will be summarily rejected. Late and delayed tenders will be summarily rejected.

The competent authority, IIT Kharagpur reserves the right to choose, accept or reject any or all tenders/ requests/offers, in full or part, at any stage without assigning any reason.

Phone: 03222- 281103

E-mail: chairman.hmc@adm.iitkgp.ernet.in

sd/-

Chairman

Hall Management Centre
IIT Kharagpur

Tender Notice to be put on

1. Institute Website
2. Central Public Procurement (CPP) Portal
3. Newspaper Advertisement

Date:

Signature of the bidder with seal

No. IIT/HMC/PUR/B-MARIE/2017/01, Date: 8th March 2017

Tender Notice for Procurement of Hot Bain Maries for Various Halls of Residence of IIT Kharagpur

1. Last Date and Time for Submission of Tender : 30th March 2017 upto 14:00 hrs.
2. Opening of Technical Bid : 30th March 2017 at 16:00 hrs.
3. Address for submission of bid documents : Hall Management Centre,
IIT Kharagpur, Pin-721302 (W.B)
4. Venue for opening of Technical Bid : Same as above
5. Estimated cost put to the tender : Rs. 30.00 Lakh
6. Time of completion of Work : 45 days from the date of issue
of purchase order.
7. Cost of tender : Rs. 5,000 (non-refundable)
8. EMD : Rs. 60,000

Date:

Signature of the bidder with seal

1. Instructions to Bidders

- 1.1 Sealed tenders are invited by Chairman Hall Management Centre, IIT Kharagpur in Two Cover system from the intending bidders.
- 1.2 The Bidder shall give an undertaking that he will comply with all conditions in the tender documents. For this purpose, the tender documents shall be completed in all respects and duly signed in ink and stamped on each page by an authorised representative of the Bidder.
- 1.3 Submitted tenders in form of original hard copies duly signed in ink on each page will be considered. **No photocopied / certified copies of tenders shall be accepted; if submitted so, the tenders shall be rejected.**
- 1.4 **Double Cover Bid Tender:** Bidders are required to submit their offers in a sealed cover superscripting the name of the tenderer and containing two separate envelopes as detailed below:

A) The tenders shall be placed in sealed envelopes with a name of work and reference no. and due date of opening written on the envelope and addressed to:

"The Chairman,
Hall Management Centre , IIT Kharagpur,
Kharagpur-721302,
West Bengal".

Complete tender document shall be submitted by the tenderer in the following two envelopes.

B) The 1st envelope shall contain the following:

- (i) Tender Submission fees of Rs. 5,000 and EMD of Rs. 60,000
- (ii) Technical bid should be submitted in hard copy. The bidder shall submit the specification's compliance as per format filled and signed in ink. Bidders may provide drawing, data sheet, if any, and **all documents should be signed in ink**. Bidder should clearly bring out the deviation from the specifications if any, separately.
- (iii) Literature of original catalogue of the product should be enclosed for reference
- (iv) Annexure-III (Manufacture Authorization Form)
- (v) Annexure-IV (Undertaking Form / Declaration Form)
- (vi) Annexure-V (Annual Turnover Statement)
- (vii) An affidavit in prescribed format (Annexure- VI) and certifying that Concern / Company has not been debarred / blacklisted either by Rate Contracting Authority or by any State Government or Central Government Organization.
- (viii) Annexure-VII (Solvency Certificate)
- (ix) Registration Certificate of the company with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director/ Partners/ Proprietor.
- (x) The instruments such as power of attorney, resolution of board etc., authorizing an officer/person of the bidder should be submitted with the tender and only such Authorized officer/ person of the bidder should sign the tender documents.

Date:

Signature of the bidder with seal

- (xi) Physical documents should be duly signed in ink and sealed manually, by the bidder on each page for acceptance of Terms and Conditions.
- (xii) Bidders should have the registration under Commercial Tax Authority. Copy of registration should be attached.
- (xiii) Certificate for being in business for more than 3 years, self certified.
- (xiv) Likely Recurring Expenditure on equipments submitted under tender.
- (xv) Copy of Certificate of Registration including ISO 9001 (2008) certificate.
- (xvi) Copy of completion certificate of similar nature and magnitude's work as tender clause.
- (xvii) Last preceding three years Audited Financial Statements as per tender clause.

C) The 2nd envelope shall contain the financial bids including Price Schedule of Quantities, all on the letterhead of the Company duly signed by the authorised signatory of the tenderer as per prescribed format (Annexure-VIII). Since, it is a complete work package for supply of Bain Maries of two types for various Halls, tender for only one type or part of the items, in isolation, will NOT be accepted. **The rate of the total work package including 3 years comprehensive will ONLY be considered.**

D) All the two envelopes are to be sealed individually superscribed as "Technical bid" and "Price Bid" are to be put in a single envelope, duly superscribed with the name of the work, and addressed to "The Chairman, Hall Management Centre, IIT Kharagpur, - 721302, West Bengal" and their address. The tender can be submitted on all working days (except holidays) during office hours either by Speed Post/Registered Post addressed to the "Chairman, Hall Management Centre, IIT Kharagpur, Kharagpur-721302" or by dropping the tender in the box to be kept in the office of the Hall Management Centre, IIT Kharagpur, Kharagpur 721302. The deadline for receiving the tender document at the HMC Office is **1400 hrs on 30th March, 2017**. In the event of this day being declared as a holiday, tender papers may be submitted up to the afore-mentioned time on the next working day.

- 1.5 Tenderer shall seal the tender, affix their initials in ink and put stamp in every page of entire document and drawings be for submission. All bids and supporting documentation shall be submitted in English and should be clear, free from jargons and unambiguous words or phrases requiring interpretation.
- 1.6 All Tenders submitted by hand should be dropped in the Tender Box kept at the office of the Chairman, Hall Management Centre of IIT Kharagpur at 30th March, 2017 by 1400 hrs of due date.
- 1.7 Tenders sent by Fax/E-mail and those received late after the prescribed date and time will not be entertained. IIT Kharagpur will not be responsible for any postal losses or delays in submission of documents.
- 1.8 All communications with regard to this tender are to be addressed to the above address.

Date:

Signature of the bidder with seal

2 Eligibility Conditions

- 2.1 Proof of Registration of the bidder under relevant law, such as Companies Act, and / or Shops and Establishment Act etc. For partnership firms, full name and address of each partner along with certified copy of registered partnership deed, copy of trade license. For proprietorship firms, full name and address of proprietor along with certified copy of trade license.
- 2.2 Should have completed the following satisfactorily during last 5 years by or be for the date of submission of the tender:
- (i) 3 (three) similar completed works* costing not less than Rs. 12.00 lakh each, OR
 - (ii) 2 (two) similar completed works* each costing not less than Rs. 15 lakh, OR
 - (iii) 1 (one) similar work* each costing not less than Rs. 24.0 lakh
- *[Similar works mean supply and installation of kitchen equipment for educational institutional complex/Industrial Canteen/Govt. Canteen with high quality of workmanship.]*
- 2.3 Should have had average annual financial turnover of at least of Rs.15.0 lakh during the immediate preceding 3 consecutive financial years.
- 2.4 Should have solvency of Rs. 50 lakh amount at least. Solvency Certificate of scheduled bank to be submitted in the prescribed format in Annexure-VII. The Solvency Certificate should be on or after March 01 2017.
- 2.5 Bidders should submit copies of audited statement of Accounts for the last three years ending 31 March 2016 along with the tender documents. In case of exemption from the requirement of Audit of statement of Accounts, necessary certificates should be provided.
- 2.6 The bidder must submit copy of acknowledgement of Income Tax return for last three previous years ending on 31st March 2016.
- 2.7 The bidder should submit an AFFIDAVIT in the prescribed format enclosed at Annexure-VI that individual firm/ companies are neither black-listed by the Union or State Government nor any partner/ Shareholder thereof is directly or indirectly connected with or has any subsisting interest in business of with the Institute.
- 2.8 The tenderers shall clarify/state whether he/they are manufacturer or distributor, indicating principal's name and address. The offers of firms , who are not manufacturers or direct authorized agent, will be summarily rejected. Sub-distributors will not be accepted. Our team may visit work place of the successful bidder to examine the production process.
- 2.9 **Important Qualification Criteria:** Since, it is a complete work package for supply of Bain Maries of two types for various Halls, tender for only one type or part of the items, in isolation, will NOT be accepted. **The rate of the total work package including 3 years comprehensive will ONLY be considered.** The tenderer, along with the other documents in the prequalification bid, **must submitted on the letterhead of the Firm to the effect that they are participating in the bid for complete work package for supply of Bain Maries of two types for various Halls of Residence of IIT Kharagpur.**

Date:

Signature of the bidder with seal

3. General Terms and Conditions:

- 3.1 **Name of Work:** Procurement of Hot Bain Maries for Various Halls of Residence of IIT Kharagpur as specified in the Annexure II.
- 3.2 **Specifications of Equipments :** Details technical specifications of the equipment are given in the Annexure- II, IIa and IIb. The bidder has to comply the specifications in all respect. Any Deviation should be clearly spelt out.
- 3.3 **Estimated cost of work put to tender** : Rs. 30.0 lakh
- 3.4 **Time of completion of the Work** : 45 days from the date of place of order.
- 3.5 **Tender submission fees :** Rs. 5000 (Rupees five thousand only), shall have to be submitted alongwith tender document in the form of Demand Draft (DD) to be drawn on any nationalised bank in favour of "Chairman, Hall Management Centre, IIT Kharagpur" payable at Kharagpur. The tender fee is NON-REFUNDABLE. Cost of Tender must be given in the 1st envelope with the Technical documents keeping the same on top.
- 3.6 **Earnest money deposit (EMD):** Rs. 60,000 (Rupees sixty thousand only) is to be submitted with tender document as earnest money in the form of Demand Draft (DD) to be drawn on any nationalised bank in favour of "Chairman, Hall Management Centre, IIT Kharagpur" payable at Kharagpur.
- 3.7 **Refund of EMD to the unsuccessful bidder:** EMD will only be refunded to the unsuccessful bidders within 30 days after finalization of Tender and no interest will be paid for the same. This deposit shall not attract any interest whatsoever. EMD must be given in the 1st envelope along with the tender submission fee and the documents of Technical Bid.
- 3.8 **The bid security may be forfeited:**
- If a bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form;
 - In case of a successful Bidder, if the Bidder fails to furnish performance security and Inspection Charges in accordance with tender clause
- 3.9 **Warranty Period:** 3 years comprehensive warranty from the date of successful installation.
- 3.10 **Visiting the site:** Intending tenderer may visit the site and make him thoroughly acquainted with the local site condition, nature and requirements of the works, facilities of transport conditions, effective labour and materials, access and storage for materials. The rate quoted by the contractor shall take care of all contingencies required for completion of the work to the entire satisfaction of the Purchaser. The tenderer shall provide in their tender for cost of carriage, freight and other charges as also for any special difficulty and including police restriction for transport etc., for proper execution of work as indicated in the drawings.
- 3.11 The tenderers shall clarify/state whether he/they are manufacturer or distributor, indicating principal's name and address. The offers of firms who are not manufacturer or direct

Date:

Signature of the bidder with seal

authorized agent will be summarily rejected. Sub-distributors will not be accepted. Our team may visit work place of the successful bidder to examine your production process, if required.

3.12 The Bidder is expected to examine all instructions, forms, terms, specifications and annexures in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

3.13 Amendment of Bidding Documents

- (i) At any time prior to the deadline fixed for submission of bids, the Competent Authority, IIT Kharagpur may, for any justifiable reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- (ii) Any addendum issued shall be part of Bidding Documents and all the prospective bidders will be notified of the amendment by post or publication, and will be binding on them. The same shall be uploaded on the designated website.

3.14 Bid Form

The Bidder shall complete the Bid Form and shall submit a hard copy only. The signing of Bid Form shall commit the Bidder to supply the ordered goods to the purchaser within 45 days of placing such order.

3.15 Bid Prices

- (i) Bid has been called for the equipment given in the specification in Technical specifications (Annexure IIa and IIb). The bidder should quote the price as per prescribed format (Annexure VIII) only for the equipments/machine asked for. The specifications of the equipments/machines should be brand new units as per details given in Annexure-I. Any variation found will result in the rejection of the tender.
- (ii) Prices (inclusive of transportation, packing, insurance, installation, loading-unloading, warranty, service charge, inspection, and any incidental charges, CST/VAT) should be quoted for each of the required equipments etc., separately on door delivery basis according to the unit ordered. The Institute is exempted for payment of Excise duty and Custom Duty. Relevant certificate may be issued on request of the successful bidder. Tender for the supply of equipments etc. with cross conditions like "AT CURRENT MARKET RATES" shall not be accepted. Handling, clearing, transport charges etc. will not be paid. The delivery should be made as stipulated in the supply order placed with successful bidders. Conditional tenders will not be accepted. (Please note that Price Bid/ Financial Proposal is mandate and to be submitted in prescribed format only. Any other form shall be rejected.).
- (iii) Each bid must contain the unit price of each equipment in digits. In case of any discrepancy between the figures and words, **the amount written in words will prevail.**
- (iv) The price quoted by the bidders shall not, in any case exceed the controlled price, if any, fixed by the Central/State Government and the Maximum Retail Price (MRP). Competent Authority, IIT Kharagpur at its discretion, will exercise the right to revise the price at any stage, on lower side, so as to conform to the controlled price or MRP as the case may be. This discretion will be exercised without prejudice to any other action that may be taken against the bidder.

Date:

Signature of the bidder with seal

- (v) The prices quoted and accepted will be binding on the bidder for the stipulated period i.e. 45 days from the date of placement of order and any increase in price will not be entertained till the completion of this tender period or till further orders. Cross conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be considered under any circumstances and the tenders of those who have given such conditions shall be treated as incomplete and Tender will be summarily rejected.
- (vi) The price quoted should be inclusive of all taxes and exclusive of service taxes, if any. Service taxes will be applicable as per Govt. rules.
- (vii) The quantities of various items of work given in the schedule of quantities are approximate. The quantities of work may vary at time of allotment/execution of work. The Chairman, Hall Management Centre, IIT Kharagpur reserves the right to omit/delete any item(s) of work from the schedule at the time of allotment / before the commencement of work without assigning any reason whatsoever. Contractor will be paid for the authorized actual work done at the site duly verified by the concerned officials of Hall Management Centre for the proper execution of the work.

3.16 Bid Currencies: Prices shall be quoted in Indian Rupees.

3.17 Period of Validity of Bids

- (i) Quoted Prices of Bids shall be valid for 90 (Ninety) days after the date of bid opening prescribed by the Chairman, Hall Management Centre. A bid valid for a shorter period shall be rejected by the Chairman, Hall Management Centre as non-responsive.
- (ii) In exceptional circumstances, the Chairman, Hall Management Centre may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.
- (iii) No bid may be modified subsequent to the deadline for submission of Bids.
- (iv) No Bid may be withdrawn in the interval between the deadline for the submission of Bids and expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidders forfeiture of its bid security.

3.18 Payments:

Payment for goods and services shall be made in Indian Rupees as follows.

- (i) No advance payments towards cost of equipment etc. will be made to the supplier.
- (ii) All payments shall be made either through cheque/ NEFT/ RTGS in favour of the supplier.
- (iii) All bills / invoices should be raised in triplicate in the name of Concerning Purchaser.
- (iv) 90% Payment on the value of the Order will be release after completion of supply of goods / service as per supply order, installation, commissioning and successful test running at the site, due verification and subsequent satisfactory report of the user department.
- (v) Remaining 10% payment will be released either completion of Warranty Period or it may be released on receipt of equivalent amount of Bank Guarantee valid 60 days in addition to the Warranty period.

Date:

Signature of the bidder with seal

- (vi) All sincere efforts will be made for payment of due amount which has been submitted to the purchaser within 30 days unless the situation being out of control of / unforeseen for the purchaser. Proforma invoice should also be submitted.

3.19 Liquidated Damages

- (i) If the Supplier fails to deliver any or all the Goods or to perform the services within the period(s) specified in the supply order, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% per month or part thereof on the delivered price of the delayed goods or unperformed services of delay until actual delivery or performance, up to a maximum deduction of 5%. Once the maximum is reached, the Purchaser may consider termination of the Contract.
- (ii) Supply in damaged condition shall not be accepted. In case of damage in the packing, the supply will be accepted only after levying penalty or replacement of damaged supply on the total value of supply to that particular / other designated place.
- (iii) The order will be deemed cancelled after expiry of 60 days from the issue date.

3.20 Insurance

For delivery of goods at site, the insurance shall be obtained by the supplier in an amount equal to the value of the goods from final destinations as specified in the supply order of "All Risks" basis including war Risks and strike.

Should any loss or damage occurs, the supplier shall:

- (i) Initiate and pursue claim till settlement, and
- (ii) Promptly make arrangement for replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

3.21 Packing

Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Packing should be able to prevent damage or deterioration during transit. In the event of items of equipments supplied found to be not as per specifications in respect of their packing, the Purchaser is at liberty to make alternative purchase of the items of equipments for which the supply orders have been placed from any other sources or in the open market or from any other bidder who might have quoted higher rates at the risk and the cost of the supplier and in such cases the Purchaser has every right to recover the cost and imposes penalty as mentioned in the Tender Documents.

3.22 Clearing Site on Completion

On completion of the works the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Rate Contracting Authority. The rate quoted by the contractor shall include all such contingencies.

- 3.23 The tender of the contractor, who submits in complete tender document or submits more than one tender for one work, shall not be considered at all and summarily rejected.

Date:

Signature of the bidder with seal

- 3.24 Tenders will be received in the office of the Chairman, Hall Management Centre, IIT Kharagpur-721302, West Bengal upto the time and date as already mentioned.
- 3.25 Each tenderer should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this Tender Notice and obtain independent advice from appropriate sources, as necessary. Hall Management Centre, IIT Kharagpur makes no representation or warranty and shall incur no liability, financial or otherwise, under any law, statute, rule or regulations as to the accuracy, reliability or completeness of the Tender Notice and other documents provided by Hall Management Centre, IIT Kharagpur.
- 3.26 Supplier Integrity**
The supplier is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercise all means available to achieve the performance as specified in the contract.
- 3.27 Supplier's obligations**
The supplier is obliged to work closely with the Rate Contracting Authority and Purchasers staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.
The supplier will abide by the job safety measures prevalent in India and will free the purchase from all demands or responsibilities arising from accidents or loss of life the cause of which is the supplier's negligence. The supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.
The supplier is fully responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.
The Supplier will treat all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Rate Contracting Authority / Purchaser.
- 3.28 The competent authority, IIT Kharagpur reserves the right to choose, accept or reject any or all requests/offers, in full or part, at any stage.
- 3.29 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 3.30 Tenderer may inspect and examine the site and its surrounding and satisfy themselves before submitting their tenders as to the nature of site and work to be executed. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done, and of conditions and other factors having a bearing on the execution of the work.

Date:

Signature of the bidder with seal

3.31 Address for Further Communication :

Chairman, Hall Management Centre
Attn: Coordinating Warden (Maintenance),
Indian Institute of Technology Kharagpur
Kharagpur - 721 302 (India)
Phone: +91- 3222 281103
Email: chairman.hmc@adm.iitkgp.ernet.in

3.32 Force Majeure

Notwithstanding the provisions of tender, the supplier shall not be liable for, forfeiture of its liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure .

For purpose of this clause, " Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, war or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

3.33 Settlement of Disputes:

It is incumbent upon the bidder to avoid litigation and disputes during the tenure of the contract. However, if such disputes take place between the parties, efforts shall be made to settle at the level of Competent Authority, IIT Kharagpur. The Bidder shall make request in writing to the Chairman for settlement of any dispute within 30(thirty) days of arising of the cause of dispute failing which no disputes/claims shall be entertained by Hall Management Centre IIT, Kharagpur. The decision of the Competent Authority, IIT KHARAGPUR will be final and binding on the parties. If differences still persist, the settlement of the dispute may be sought in the court of law in Kolkata jurisdiction.

3.34 Jurisdiction: The Pashchim Medinipur District Court of in the State of West Bengal only will have the jurisdiction to deal with and decide any legal matters or disputes whatsoever arising out of this contract

Date:

Signature of the bidder with seal

APPLICATION FORM

[to be submitted with the Technical bid - 1st envelope]

1.1	Name of the Firm/Company			
1.2	Detailed Address			
1.3	Telephone Number Mobile Number (Contact Person's) Fax No. E-mail			
1.4	Type of Company (Please attach a copy of the Registration Certificate of the Company)	(a) An individual (b) A proprietary Firm (c) A Firm in Partnership (d) A Limited Company / Corporation (* Please delete accordingly)		
1.5	Gross Annual Turnover in INR for the year ending on (figures to be shown in lakh)	31/3/16	31/3/15	31/3/14
1.6	Net Annual Profit / Loss (after tax) in INR for the year ending on (figures to be shown in lakh)	31/3/16	31/3/15	31/3/14
1.7	Permanent Account Number VAT Registration Number (Please attach copy of certificates)			
1.8	Tender Fee of Rs. 5000	DD Number	Date	
		Bank Details		
1.9	EMD of Rs. 60,000	DD Number	Date	
		Bank Details		

Acknowledgement: It is hereby acknowledged that I/We have gone through all the Schedules as well as the Terms and Conditions laid down in this Tender Notice.

Declaration: I/We do hereby declare that the above information submitted by me/us are true to the best of my/our knowledge and I/we have submitted documents in support of all the information, as asked for. I/We also agree to the condition that the right to suspend the entire Tender process or part of the process, to accept or reject any or all the tenders at any stage of the process and/or to modify the process or any part thereof at any time without assigning any reason thereto is reserved by the Hall Management Centre, IIT Kharagpur without any obligation or liability whatsoever.

Date:

Signature of the bidder with seal

Annexure-I

Bill of Quantity (BOQ)

Sl.	Items	Size	Qty	Unit
01	Hot Bain Marie - Type 1 (as per specifications in Annexure-Ia)	Approximate size (92" x 34" x 30") + 12".	17 (approx.)	Nos.
02	Hot Bain Marie - Type 2 (as per specifications in Annexure-Ib)	Approximate size (62" x 34" x 30") + 12".	26 (approx.)	Nos.

Annexure-II

General and Technical Requirements

GENERAL MANUFACTURING STANDARD OF EQUIPMENT

- 1) The product should confirm to the general manufacturing standard and specifications of Equipment /Appliances given in the BOQ (Annexure I).
- 2) All stainless steel (SS) sheets / pipes used shall be of 304 grade.
- 3) The front/control panel may be recessed and detachable type for easy maintenance and of 18 SWG SS Sides or as otherwise specified.
- 4) All welding shall be done by argon arc with all excess metal ground off and joints finished smooth to match the relative surface.
- 5) All SS surface shall have matt finish externally or as specified.
- 6) All units shall have adjustable Ferro nylon bullet feet.

ELECTRICALS

- 1) All electrically operated equipment/appliances shall have an indicator lamp.
- 2) Thermostat used shall be of reputed make.
- 3) Heating elements used shall be of reputed make (ISI marked).
- 4) Contactors used shall be of reputed make.
- 5) Wiring used shall be fibre coated copper wire/Teflon coated copper wire of appropriate rating for good insulation and longevity.

GENERAL.

- 1) All the other fittings used shall be of standard ISI specifications.
- 2) The tenderer may provide a set of detailed working drawings for the said equipment/ appliances with the tender document. Technical brochure of relevant product is to be included.
- 3) The tenderer shall arrange to deliver the equipments/appliances on site and also place them in the floor plan provided, at the above-mentioned location.
- 4) The purchaser shall arrange for the necessary connections for power/ water etc. as needed.
 - 5) The tenderer shall satisfy that after sales service arrangements are adequate in the event of placing an order with them.

Date:

Signature of the bidder with seal

Detailed Specifications of Hot Bain Marie - Type 1

Sl no.	Equipment name	Specifications of the equipment	Overall size	Quantity required
1	Hot Bain Marie (Hot Serving Counter)- Type 1	<ul style="list-style-type: none"> It should include 6 nos. of Gastronorm Pans (527 mm x 325 mm x 200 mm deep) side by side and compatible Gastronorm Pan Lids, all made of 16 swg 304 grade Stainless Steel. Underneath support structure made by 304 SS Angle/ SS square pipe. Six vertical legs (two in the middle and one in each of four corners) will be made by 50 mm dia SS pipe 304 grade with nylon adjustable bullets. One bottom shelf, made of 18 swg SS 304 grade stainless steel sheet, is to be provided at a height of six inches from ground. Water Tank, Outer Panel (3 sides closed) to be made of 18 swg SS 304 grade stainless steel sheet. Tank will have glasswool insulation. Tray sliding sheet (300 mm wide) will be made of 18 swg Stainless Steel 304 grade. It will be supported for rigidity at appropriate locations by 1.5" SS square pipe. External visible portion of SS sheets will be matt finished. There shall be provision for proper water inlet and outlet arrangement. Electrical heating arrangement by ISI marked Immersion Heater at multiple points coupled with thermostatic control. Electric Load-3 kW, 220V, A.C., single phase. Industrial grade ON/ OFF switch. 	<p>Approximate size (92" x 34" x 30") + 12".</p> <p>Length and width may vary depending upon the placements of the Gastronorm Pans.</p>	17 nos.

Date:

Signature of the bidder with seal

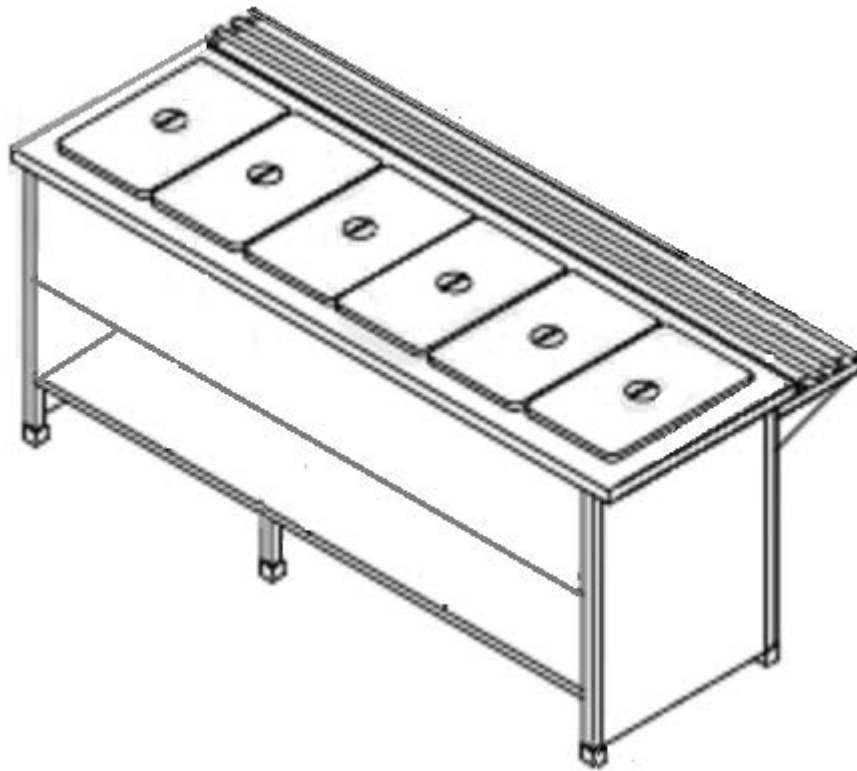
Detailed Specifications of Hot Bain Marie - Type 2

Sl no.	Equipment name	Specifications of the equipment	Overall size	Quantity required
2	Hot Bain Marie (Hot Serving Counter)- Type 2	<ul style="list-style-type: none"> It should include 4 nos. of Gastronorm Pans (527 mm x 325 mm x 200 mm deep) side by side and compatible Gastronorm Pan Lids, all made of 16 swg 304 grade Stainless Steel. Underneath support structure made by 304 SS Angle/ SS square pipe. Four vertical legs (one in each corner) will be made by 50 mm dia SS pipe 304 grade with nylon adjustable bullets. One bottom shelf, made of 18 swg SS 304 grade stainless steel sheet, is to be provided at a height of six inches from ground. Water Tank, Outer Panel (3 sides closed) to be made of 18 swg SS 304 grade stainless steel sheet. Tank will have glasswool insulation. Tray sliding sheet (300 mm wide) will be made of 18 swg Stainless Steel 304 grade. It will be supported for rigidity at appropriate locations by 1.5" SS square pipe. External visible portion of SS sheets will be matt finished. There shall be provision for proper water inlet and outlet arrangement. Electrical heating arrangement by ISI marked Immersion Heater at multiple points coupled with thermostatic control. Electric Load-2 kW, 220V, A.C., single phase. Industrial grade ON/ OFF switch. 	<p>Approximate size (62" x 34" x 30") + 12".</p> <p>Length and width may vary depending upon the placements of the Gastronorm Pans.</p>	26 nos.

Date:

Signature of the bidder with seal

Representative drawing of the equipment (not to scale)



Hot Bain Marie - Type 1



Hot Bain Marie - Type 2

Date:

Signature of the bidder with seal

MANUFACTURER'S AUTHORIZATION LETTER

No..... Dated.....

To,

The Chairman
Hall Management Centre
Indian Institute of Technology, Kharagpur
Kharagpur- 721302
West Bengal

Dear Sir,

Tender No.: IIT/HMC/PUR/B-MARIE/2017/01, Date: 8th March 2017

We _____ an established and reputable Manufacturers of _____ having factories at _____ and _____ do hereby agree to supply _____ confirming to the required specification and required quantity to M/s _____ (Bidder) as offered by them to supply against the above stated Tender. This is also certified that M/s _____ is our authorized distributor / importer since _____ (month and year should filled), and his performance is satisfactory.

We hereby extend our full guarantee and warranty as per Clause 3.9 of the General Conditions of Contract for the supply against this invitation for Bid by the above firm.

Yours faithfully,

(name)

for and on behalf of M/s _____ (Name of manufacturers)

Note: This letter should be signed by a person competent and having authority to sign on behalf of manufacturer, and should be duly Notarized.

Date:

Signature of the bidder with seal

ANNEXURE - IV

DECLARATION / UNDERTAKING

I/We/ M/s. _____ represented by its Proprietor /
Managing Partner / Managing Director having its Registered Office at
_____ and its Factory Premises at
_____ do declare that I/We have carefully read all the
conditions of tender in Ref. No IIT/HMC/PUR/B-MARIE/2017/01, Date: 8th March 2017 for
"PROCUREMENT OF HOT BAIN MARIES FOR VARIOUS HALLS OF RESIDENCE OF IIT KHARAGPUR",
floated by the Purchase Committee, and accept all conditions of Tender.

I/We agree that the rates quoted for the items shall in no events exceed the lowest price
are made to any other persons / organization / institution during the period of contract.

I/We agree that the Purchaser has rights of forfeiting the Bid Security and or Performance
Security Deposit and blacklisting me/us for a period of 7 years if any information furnished by us
proved to be false at the time of inspection and not complying to the tender conditions.

Signature of the Bidder

Name and Address in capital letters with Designation

Date:

Signature of the bidder with seal

ANNUAL TURNOVER STATEMENT

The annual Turnover of M/s for the past three years are given below and certified that the statement is true and correct.

Turnover in lakh (Rs.)

Sr No.	Year	Turnover in Lakh (Rs)
1.	2015-2016	
2.	2014-2015	
3.	2013-2014	

Date :

Seal:

Signature of Auditor /
Chartered Accountant

(Name in Capital)
Membership No.

Date:

Signature of the bidder with seal

ANNEXURE -VI

(Note: Affidavit is to be furnished on non-judicial stamp paper of Rs.100/- duly attested by the Notary)

AFFIDAVIT

I/ We _____ (Name)
Contractor/ Partner / Sole Proprietor (strike out word which is not applicable) of the (Firm)

_____do hereby
solemnly affirm and declare that the individual firm/ companies are neither black-listed by the Union or State Government nor any partner/ Shareholder thereof is directly or indirectly connected with or has any subsisting interest in business of my/ our firm.

DEPONENT

Address:

Date:

Verification:

Verified that the contents of above affidavit are true and correct to the best of my knowledge and beliefs. No part of it is false and nothing has been kept concealed there from.

DEPONENT

Place:

Dated:

Date:

Signature of the bidder with seal

Solvency Certificate
Format for Banker's Solvency Certificate

To
The Chairman
Hall Management Centre
Indian Institute of Technology, Kharagpur
Kharagpur- 721302
West Bengal

Solvency Certificate

This is to certify that to the best of our knowledge and information, M/s..... (address), a customer of our bank is respectable and be treated as good for an engagement up to a sum of Rs..... (Solvency amount) only as on..... (Date of Certificate).

This Certificate has been issued without any risk and responsibility on the part of the Bank or any of its officers.

This certificate is issued at the specific request of the customer.

Yours faithfully,

For..... Bank
Bank Officer with designation

Date:

Signature of the bidder with seal

Annexure - VIII

FORMAT for PRICE BID

TENDER FOR PROCUREMENT OF HOT BAIN MARIES FOR VARIOUS HALLS OF RESIDENCE OF IIT KHARAGPUR (No. IIT/HMC/PUR/B-MARIE/2017/01, Date: 8th March 2017)

)

Sl.	Items	Size	Qty	Unit	*Rate inclusive of all	*Amount(Rs)
01	Hot Bain Marie - Type 1 (as per specifications in Annexure-IIa)	Approximate size (92" x 34" x 30") + 12".	17 (approx.)	Nos.		
02	Hot Bain Marie - Type 2 (as per specifications in Annexure-IIb)	Approximate size (62" x 34" x 30") + 12".	26 (approx.)	Nos.		

Note:

* The price is inclusive of all taxes, packaging, delivery, installation and 3 years comprehensive Warranty from the date of successful installation.

Signature of the Bidder with date and seal

Date:

Signature of the bidder with seal