GLOBAL TENDER ENQUIRY DOCUMENT

FOR

Engagement a consulting agency for design and procurement of towing carriage, control systems and instrumentation for the state-of-the-art Shallow & Deep Water Seakeeping and Manoeuvring Basin to be established under CICMT, IIT Kharagpur

FOR & ON BEHALF OF
SRIC IIT KHARAGPUR

ON E-TENDER BASIS

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SECTION-1

GLOBAL TENDER ENQUIRY (GTE) NOTICE

No. IIT/SRIC/NA/CYC/OPS/20-21/CONSUL/1 Date: 06/01/2021

Indian Institute of Technology Kharagpur is set up by the Act of parliament called The Institute of Technology Act 1961 and it is declared as Institutions of National Importance and Institutions of Eminence. Sponsored Research and Industrial Consultancy (SRIC) is a Research and Industrial Consultancy unit of Indian Institute of Technology Kharagpur. SRIC, IIT Kharagpur has taken up a time-bound sponsored project on “Centre for Inland and Coastal Maritime Technology” and proposes to engage a consulting agency for design and procurement of towing carriage, control systems and instrumentation for the state-of-the-art Shallow & Deep Water Seakeeping and Manoeuvring Basin to be established under CICMT, IIT Kharagpur.

On behalf of Sponsored Research and Industrial Consultancy, INDIAN INSTITUTE OF TECHNOLOGY KHRAGPUR (IIT KGP) on line bid are invited from the eligible bidders who fulfil the criteria mentioned in the tender documents in two bid system for Engaging the Services of a Consulting Agency.

Complete Tender Documents can be downloaded from the website “https://eprocure.gov.in/eprocure/app” from 06 January, 2021 to 28 January, 2021 up to 12:00 HRS. For submission of bids, the bidders are required to have Digital Signature Certificate (DSC) from the authorized Certifying Authority. IIT KGP-SRIC shall open the Technical Bids Electronically on the specified date and time at IIT KHARAGPUR (SRIC). The technical bid will be opened on 29.01.2021 at 12:00 HRS

Interested eligible bidders may submit their bids online at https://eprocure.gov.in/eprocure/app in Two-Bids system (i.e. Technical Bid and Price Bid) in prescribed proforma. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the Tender Documents. Tenders sent by any other mode will not be accepted. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances what so ever.

The Competent Authority at IITKGP-SRIC reserves right to cancel the tender at any time or amend/withdraw any of the terms and conditions contained in the Tender Document, without assigning any reason, thereof.

IITKGP-SRIC reserves the right to accept either in full or in part any tender and to reject any or all offers without assigning any reason thereof.

Dean (SRIC)
SECTION-IA
Time Schedule of Tender

Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

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<td>DEPARTMENT OF OCEAN ENGINEERING AND NAVAL ARCHITECTURE</td>
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<td>WEST BENGAL, INDIA - 721302</td>
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SECTION-1B
ELIGIBILITY CRITERIA AND OTHERS

1. ELIGIBILITY CRITERIA

1.1 General Requirement:
   a) The Bidder shall be a Firm/ Company/ Organization providing ship model testing and/ or consultancy services related to ship model tests. Any form of consortium or sub-contracting is not allowed under this Bid.
   b) The Bidder shall be registered legal entity under relevant act of the respective country.
   c) The Bidder should not be blacklisted by any Public Sector Undertaking (PSU) or Government of India.
   d) The Bidder should not be from the country where as a matter of law or official regulations the commercial relation with India is prohibited.
   e) The Bidder from India, in its name shall have PAN (Permanent Account Number) with Income Tax Authority in India.
   f) The Bidder from India in its name shall have GST Registration Number (PAN based) in India.

In respect of the above eligibility criteria, the Bidders are required to furnish the following information on-line:
   a) Name, address & contact details of the Bidder as registered and its status.
   b) Country of origin & particulars of registering authority of the Bidder.
   c) Registration No. and Year of registration.
   d) Confirmation about blacklisting of the Bidder.
   e) Confirmation about prohibition of commercial relation between India and Bidder’s country.
   f) PAN & GST Registration Number (PAN based) for Indian Bidder.
   g) Scanned copy of documents as explained tender document.

1.2 Work Experience

1.2.1 Minimum Requirement

The Bidder should have minimum 10 years’ experience and must have successfully completed at least three (03) assignments relating to ship model testing in shallow/ deep water conditions, during the seven (07) years period from 1st December, 2013 to 30th November, 2020.
1.2.2 Additional work experience

1.2.3 Clarifications on the work experience:

1.2.3.1 Work experience of the parent entity of the bidder may be considered provided parent entity has at least fifty one (51) percent stake in the Bidder’s entity. Work experience of parent’s parent entities or subsidiary entity or any associate entity of the Bidder shall not be considered.

1.2.3.2 Both work orders and completion certificates issued by the client are to be submitted. The completion certificate should contain completion date and reference to the work order.

1.2.3.3 The self-certification of the documents will not be accepted. Any correspondence of the Bidder with the client, without the signature of the client, with respect to any past work experience shall not be accepted as evidence towards fulfilment of any of the parameter of qualification criteria.

1.2.3.4 If work order is not very explicit, separate certification from the client may be considered.

1.2.3.5 Recently obtained completion certificate from the client of the work done in the past (within the qualifying period) shall also be accepted.

1.2.3.6 Qualifying work experience of any Bidder as a member of any consortium will be considered subject to the Bidder having a minimum share of 26% (twenty six percent) in that consortium. The eligible experience, in terms of value of the assignment, shall be limited to the percentage share of the Bidder in that consortium. Copy of the MOU/agreement/documents of that consortium containing the percentage share of the Bidder shall be submitted.

1.2.3.7 The references to the documents submitted as evidence for qualification criteria should be mentioned by specifying the relevant page number(s); wrong references of evidences may not be evaluated.

1.2.4 The documentary evidence to this effect would be:

1.2.4.1 Copies of work orders and completion certificates along with other supporting document(s), if required, issued by the client containing at least following specific details of each of the assignments:

- Nature & scope of work;
- Completion date of the work
1.2.4.2 In case experience of any previous entity (which has been acquired by or merged with the Bidder) is claimed, supporting documents establishing the relationship between the previous entity and the Bidder should be submitted.

1.2.5 In respect of the above eligibility criteria, the Bidders are required to furnish the following information on-line:

i) Particulars of each of assignments including title of the assignment, name of the client, completion date.

ii) Reference number & date of the work order and completion certificates of the assignment.

iii) Scanned copy of documents as explained to work experience of the Bidder.

1.2.6 Financial Strength

1.2.6.1 The Bidder in their name must have achieved a minimum average annual financial turnover of INR 3.5 million or USD 0.05 million or Euro 0.04 million from services related to ship-model testing offered during the immediately preceding three (03) consecutive financial years.

1.2.6.2 The documentary evidence to this effect would be:

i) Copies of audited Balance Sheet and Profit & Loss Account duly countersigned by the authorized representative of the Bidder; and/ or

ii) A declaration to the above affect duly signed by a Statutory Auditor/ Chartered Accountant or equivalent and countersigned by the authorized representative of the Bidder.

NOTE:

a) Financial turnover of the parent entity of the bidder may be considered provided parent entity has at least fifty one (51) percent stake in the Bidder’s entity. Financial turnover of parent’s parent entities or subsidiary entity or any associate entity of the Bidder shall not be considered.

b) The intending Bidder must submit documentary evidence in support of above in the form of certificate from Statutory Auditor/Chartered Accountant or equivalent based on audited balance sheet/ Profit & Loss Account.

c) If the audited balance sheet/ Profit & Loss Account for the immediately preceding year is not available / published at the time of bid submission, audited balance sheet/ profit and loss statement and other financial statement of the three financial years immediately preceding the previous financial year may be submitted for evaluating the credentials of the Bidder.
1.2.6.3 In respect of the above eligibility criteria the Bidders are required to furnish the following information online:

(i) Financial turnover for the last three financial years. Name and membership number of the Statutory Auditor/Chartered Accountant or equivalent, as applicable, issuing financial turnover certificate.

ii) Scanned Copy of document as explained related to financial turnover.

2. Power of Attorney (PoA):

The Bidder shall submit “Power of Attorney (PoA)” in accordance with the format at ANNEXURE – A5: of Section 5. The PoA should be approved through a Board resolution or resolution of the governing body of the registered legal entity duly countersigned by the Company Secretary or authorized signatory of the entity as applicable, authorizing the official to issue the PoA in favour of the person concerned to submit the Bid. In case of a partnership firm the PoA should be executed by the partners or the partner who has been authorized by the partnership deed.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by the Bidder from countries that have signed the Hague Legislation 11 Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

3. PREPARATION OF BIDS

Bidder should take into account any corrigendum published on the tender document before submitting their bids.

4. SUBMISSION OF BID

4.1. All the Bids are to be submitted online and on the e-procurement portal (https://eprocure.gov.in/eprocure/app”) with valid Digital Signature Certificate (DSC). No Bid shall be accepted offline.

4.2. The Bidders have to accept unconditionally the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of GTE, including Commercial & General Terms & Conditions and other terms, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible Bidder. No conditional bid shall be allowed / accepted.
4.3 The Bidder shall upload the bids along with all the supporting documents in the e-Procurement portal within the scheduled date of tender submission. The Bidder should strictly comply with following instructions:

i) The Bidders are requested to submit offers online giving reference to this tender notice number and date containing offers in two parts in the links Cover-I (Part-I) and Cover-II (Part-II).

ii) Two parts of the Bid should contain the details as follows:

4.4 Tender Documents may be downloaded from Central Public Procurement Portal http://eprocure.gov.in/eprocure/app. Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website http://eprocure.gov.in/eprocure/app. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at ‘Instructions for online Bid Submission’.

4.5 Help for Service Providers, FAQ, Information about DSC and Bidders Manual Kit containing the detailed guidelines for e-Procurement system are also available on Central Public Procurement Portal. [https://eprocure.gov.in/eprocure/app]

4.6 It is mandatory for all the bidders to have a valid Class-II/Class-III Digital Signature Certificate (in the name of person having power of attorney to sign the Bid) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA’s from the link www.cca.gov.in) to participate in e-Procurement of IIT Kharagpur.

4.7 It is mandatory for the bidders to get their firm/company registered with e-procurement portal https://eprocure.gov.in/e-procure/app to have user ID & password.

4.8 Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

4.9 Bidders may download and refer the “Instructions for Online Bid Submission” from (https://eprocure.gov.in/eprocure/app;jsessionid=A8B54EEC72D86DF9AA9D9B2DDACDAB8D.eproc gep4?page=BiddersManualKit&service=page).

4.10 The tender documents shall be submitted online in the prescribed format given on the websites and technical bids received online shall be opened as per GTE or Corrigendum thereof. No other mode of submission is acceptable. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be submitted in “Technical Bid”.

4.11 Bill of Quantities with rates duly filled in are to be submitted in the format provided online in the name of “Financial Bid”.

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4.12 Bidders cannot submit the tender after the due date and time of e-bid submission. Time being displayed on Central Public Procurement Portal https://eprocure.gov.in/eprocure/app (“Server System Clock Time”) shall be final and binding on the bidder. E-Bids are required to be submitted by bidders, only as per the Indian Standard Time (IST) and not the time as per their location/country.

4.13 The bidders are advised to submit their e-bids well before the e-bid due date. IIT KARAGPUR shall not be responsible for any delay in submission of e-bids for any reason including server and technical problems.

4.14 The Technical and Financial Bid shall be digitally signed by the Authorized Signatory of the bidder & submitted “on-line” only. The authorized signatory of the bidder must be in possession of Power of Attorney before submitting the digitally signed bid. Scanned copies of various documents can be prepared in .pdf file format.

4.15 A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

4.16 The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

4.17 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

4.18 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

4.19 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

4.20 Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.
5 BID FORM

The bidder shall submit the bid form in their own Stationery and by using only prescribed format. Use of any other format, the bid may be liable for rejection.

6. BID OPENING AND EVALUATION

6.1 OPENING OF BIDS BY IIT KGP-SRIC

IIT KGP -SRIC shall open the Technical Bids Electronically on the specified date and time at IIT Kharagpur (SRIC).

6.2 The date fixed for opening of bids if subsequently declared as holiday by IIT KGP-SRIC the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

6.3 The financial bid will be opened only for bidders declared eligible and selected after techno-commercial evaluation. The financial bid will be opened on a date fixed after evaluation of techno-commercial bids and will be intimated to all eligible bidders in advance.

7. CLARIFICATION ON BIDDING DOCUMENTS:

A prospective Bidder requiring any interpretation or clarification of bidding document may seek clarification online. The dates for seeking clarifications will be as specified online. The last date of giving clarification by SRIC, IIT Kharagpur online will be up to 7 (seven) days before the Bid Submission End Date. SRIC, IIT Kharagpur will clarify as far as possible only relevant queries. The clarifications given by SRIC, IIT Kharagpur will be visible to all the Bidders intending to participate in Bid.

7. SELECTION PROCEDURE

7.1 Agencies found to fulfil eligibility conditions will be considered after verifications of eligibility criteria mentioned

7.2 Financial bids of the selected agencies only shall be opened.

8 Financial Bids

8.1 Financial bid/ Price Bid shall be quoted in a prescribed format at Section 6 only. Price quoted under any other format shall be liable for rejection.

8.2 Financial Bids of the bidders found qualified as above will be opened on specified date. The date & time to open the price bid shall be intimated to the bidders and in such a case, one representative of the bidder shall be allowed to attend. IITKGP’s decision in this regard shall be final & binding.

8.3 The Financial Bid should contain the complete bid document with duly filled in Schedule of Financial Quote of Price Bid. The consultancy fee shall be inclusive of all taxes and all expenditures incurred by the consultant on all activities required for commencement/ completion/ commissioning of the building as per the stated scope of consultancy in this document. The price comparison will be made in INR as per prevailing rates on the date of opening of the financial bids.
MODIFICATION AND WITHDRAWAL OF BID

Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the Bidder may modify and resubmit the bid online as many times as they may wish. Bidders may withdraw their bids online within the Bid Submission End date. However, if the Bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender. For withdrawal of bid after the Bid Submission End date, the Bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/Letter of Acceptance (LOA) with the following provisions of penal action:

11. The Mode of Withdrawal

11.1 Online Withdrawal of Bids:

(i) The system of online withdrawal is available on the portal up to Bid Submission End Date, where any Bidder can withdraw their bid which will attract no penal action.

(ii) The system of online withdrawal beyond Bid Submission End Date and till award of contract is not available. The Bidder can withdraw their bid only offline, which may be considered except for some exceptional cases as mentioned in clause below, either with or without imposition of penalty.

11.2 Offline Withdrawal of Bids

(i) A partner of Bidder (in case of Joint Venture and partnership firms) whose DSC is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of their offer (or express his disassociation from the bidder organization).

(ii) Offline withdrawal of bid, beyond end date of bid submission and till award of contract, may be considered by the tender committee.
SECTION-2

INSTRUCTIONS TO BIDDERS (ITB)

1. SCOPE OF BIDDER
1.1 SRIC IIT Kharagpur invites bid for to engage a consulting agency for design and procurement of towing carriage, control systems and instrumentation for the state-of-the-art Shallow & Deep Water Seakeeping and Manoeuvring Basin to be established under CICMT, IIT Kharagpur.

1.2 The successful Bidder will be expected to complete the work within the completion period specified in the Bid Document/Notice.

2. ELIGIBLE BIDDERS
2.1 The Bidder shall be eligible to participate only if they fulfil the qualifying/eligibility criteria specified in e-Tender Notice (GTE).

2.2 The Bidders shall have Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root certificate of CCA.

2.3 The Bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of GTE and ITB, including General and Special Terms & Conditions, technical specifications, other conditions, if any, along with online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible Bidder.

2.4 No sub-letting of the work by the Consultant is permissible.

3. ONE BID PER BIDDER

Each Bidder shall submit only one Bid. A Bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder’s participation to be disqualified. Alternative proposals will not also be considered.

4. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
5. **BID DOCUMENTS**

5.1 The services required to be rendered, bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The Bid documents include:

(a) Global Tender Notice
(b) Time Schedule of Tender
(c) Eligibility Criteria and others
(d) Instructions to Bidders
(e) Conditions of Contract
(f) Scope of Service
(g) Format for Financial / Price Bid
(h) Annexure-A1: Format of “letter of Bid”
(i) Annexure-A2: Proforma for undertaking to be submitted by Bidder/s (On Bidder’s letter head) for Genuineness of the information furnished online and authenticity of the documents uploaded online in support of eligibility
(j) Annexure-A3: Non-Banning or Delisting Certificate
(k) Annexure-A4: Bank Guarantee Proforma for Performance Security
(l) Annexure-A5: Power of Attorney
(m) Annexure-A6: General Information about the Bidder
(n) Annexure-A7: General Information about the Bidder

5.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder’s risk and shall result in rejection of the bid.

6. **CLARIFICATION ON BIDDING DOCUMENTS**

A prospective Bidder requiring any interpretation or clarification of bidding document may seek clarification online. The dates for seeking clarifications will be as specified online. SRIC, IIT Kharagpur will clarify as far as possible only relevant queries. The clarifications given by SRIC IIT Kharagpur will be visible to all the Bidders intending to participate in Bid.

7. **AMENDMENT OF BIDDING DOCUMENTS**:

7.1 Before the deadline for submission of Bids, SRIC-IIT Kharagpur may modify the Bidding Documents by issuing addenda. Any addendum thus issued shall be a part of the Bidding Document and shall be displayed on the website. The Bidder shall upload the same during bid submission.

7.2 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, SRIC IIT Kharagpur shall extend, as necessary, the deadline for submission of Bids.
8. LANGUAGE OF BID
All documents relating to the Bid shall be in the English language. In case any printed literature furnished by the Bidder, is written in another language and accompanied by translation of all its pertinent passages in the English language, for the purposes of interpretation of the bid, such translation shall govern, if any certificate/work order/agreement is submitted in any language other than English language, the translation copy of the same in English to be furnished next to the certificate/work order/agreement and an affidavit on non-Judicial stamp paper duly notarised in this respect to be submitted as to representation of the original.

9. CURRENCY OF BID AND PAYMENT
For consultancy organizations registered in India, the bid prices (consultancy fees) quoted by the Bidder shall be in **Indian Rupees** and all payments under the contract shall be made in **Indian Rupees**.

10. BID PRICES
10.1 The Bidder shall closely study in detail the scope of services which govern the Consultancy fees being quoted. The contract shall be for the entire scope of services, as detailed in the Bidding Document.
10.2 The Bidder has to quote a lump sum amount towards consultancy fees for all elements of scope of services described in Section 4. Price shall be quoted only in the Format mentioned in Section 5.
10.3 All investments, operating expenses, incidentals, overheads, etc. as may be attendant upon execution and completion of contract shall also be included in the total Bid price submitted by the Bidder.
10.4 The bid price will also be inclusive of all taxes (except GST) and duties. All payments by SRIC IIT Kharagpur shall be subject to applicable Indian Laws including TDS as per Income Tax Act, and Double Taxation Avoidance Agreement (DTAA) Treaty, if any.
10.5 In case the service provider is located in India (i.e. Indian consultants), the liability to deposit his share of Service Tax will be in the hands of the Service provider. In case the service provider is located outside India (i.e. in case of foreign consultants), liability to deposit Service Tax will be in the hands of SRIC, IIT KHARAGPUR.
10.6 The prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract indicated in the Bidding Document.
11. BID VALIDITY

11.1 Bid shall remain valid for a period not less than 120 (One Hundred Twenty) days after the end date of bid submission. A Bid valid for a shorter period shall be rejected by SRIC, IIT Kharagpur.

11.2 In exceptional circumstances, prior to expiry of the original time limit, SRIC IIT Kharagpur may request that the Bidder extend the period of validity for a specified additional period. The request and the Bidder's response shall be in writing. A Bidder may refuse the request. A Bidder agreeing to the request will not be required or permitted to modify his Bid.

12. BID SECURITY

12.1 The Bidder should submit the Bid Security Self Declaration as per Format specified in Section 6 (Annexure A6).

12.2 After accepting Bid Security declaration, if bidder withdraw or modify their bids during the period of validity, they will not be allowed to participate to any tender of IIT Kharagpur for a period of 1(one) year from the date of notification issued by IIT Kharagpur.

13. DEADLINE FOR SUBMISSION OF BID

13.1 Bids shall be submitted online on the website ["https://eprocure.gov.in/eprocure/app"] within the date and time specified in the e-Tender notice.

13.2 SRIC, IIT Kharagpur may extend the deadline for submission of Bids by issuing a corrigendum in accordance with provisions of e-tender notice/ITB, in which case all rights and obligations of SRIC IIT Kharagpur and the Bidders previously subject to the original deadline will then be subject to the new deadline.

14. CONTACTING IIT KGP-SRIC

14.1 No bidder shall try to influence IIT KGP-SRIC on any matter relating to the bid.

14.2 Any effort by a bidder to influence IIT KGP-SRIC in IIT KGP-SRIC’s bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

15. SIGNING AND SUBMISSION OF BID

15.1 The Bidder’s Bid will be digitally signed by DSC holder submitting the Bid online and it does not require any physical signature. However, if the Bidder’s Bid bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the bid.

15.2 Submission of Bid shall be as detailed as per e-Tender Notice.
16. MODIFICATION AND WITHDRAWAL OF BID

Modification and withdrawal of Bid shall be guided by Clause 10 Section 1 of e-Tender Notice.

17. BID OPENING

All bids are to be submitted online only at the web-site ["https://eprocure.gov.in/eprocure/app"]. After receipt of undertaking, bid application & acceptance of bid conditions and other details as per provision of Bid Submission before scheduled submission, SRIC, IIT Kharagpur will open the Bid in the manner as specified under e-Tender Notice.

18. EVALUATION AND COMPARISON OF BIDS

18.1 The evaluation will be done as deliberated in tender document. The Bidders are required to comply with system requirement as Clause of GTE

18.2 Bidders are advised that the assessment of qualification of Bidders will be entirely at the discretion of SRIC, IIT Kharagpur. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the bidding process or selection will be given by SRIC IIT Kharagpur. SRIC IIT Kharagpur will not entertain any query or clarification from Bidders who fail to qualify.

18.3 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, SRIC IIT Kharagpur may, in its sole discretion, exclude the relevant information for the purpose of evaluation of the Bidder.

18.4 If a Bidder claims credit for any credential, and such claim is determined by SRIC, IIT Kharagpur as incorrect or erroneous, SRIC, IIT Kharagpur shall reject such claim and the decision of SRIC, IIT KHARAGPUR shall be final. Where any information is found to be patently false or amounting to a material misrepresentation, SRIC, IIT KHARAGPUR reserves the right to reject the bid.

18.5 Evaluation of Technical Bids

The Technical bid will be evaluated by an In-house Tender Purchase Committee constituted by IIT Kharagpur. The list of technically qualified bidders would be shortlisted. Technical Capability of the bidders would be evaluated based on the following parameters and weightage.
All bidders scoring more than 70 marks (in Technical Criteria) will be selected as the Technically Qualified Bidders.

The technically qualified bidders alone will be informed of the date of opening of the financial bid for Engagement as the Consultant. The decision of IIT Kharagpur will be final in this regard.

18.6 SELECTION ON THE BASIS OF QCBS (QUALITY cum COST BASED SELECTION) MODE

**Financial Score** \( (S_f) \): Lowest financial bid \( (F_m) \) shall be given a financial score of 100 points. The financial score \( (S_f) \) of the other financial bids \( (F_o) \) shall be computed as follows:

\[
S_f = 100 \times \frac{F_m}{F_o}
\]

**Technical Score** \( (S_t) \): Highest marks in the presentation round \( (T_m) \) shall be given a technical score of 100 points. The technical score \( (S_t) \) of the other marks in the presentation round \( (T_o) \) shall be computed as follows:

\[
S_t = 100 \times \frac{T_o}{T_m}
\]

**Final Score** \( (S) \): Proposals shall finally be ranked according to their combined technical \( (S_t) \) and Financial \( (S_f) \) scores using the weightages \( (T=\)the weightage given to the technical proposal at 70%; \( F=\)the weightage given to the financial proposal at 30%) indicated below:

\[
S = S_f \times F + S_t \times T
\]

\[
\Rightarrow S = S_f \times 0.3 + S_t \times 0.7
\]

The bidder with highest Final Score shall be considered successful to be offered the work.

In case of a tie, bidder with higher technical score will be considered for award of work.
19. AWARD CRITERIA

SRIC, IIT Kharagpur will award the work to the qualified Bidder whose Bid has been determined to be substantially responsive to the Bidding documents. SRIC, IIT Kharagpur shall be the sole judge in this regard. The Bidder, who scores the highest total score (H1 rank) in the combined evaluation shall be considered for Award of Work. In case of a tie, the Bidder with lower “quoted price” shall be considered for award of work. Employer shall be the sole judge in this regard.

20. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

20.1 The Bidder, whose bid has been accepted, will be notified of the award by SRIC, IIT Kharagpur prior to expiration of the bid validity period by e-mail and confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that SRIC, IIT Kharagpur will pay to the successful Bidder as consideration of the execution of the contract by the successful Bidder as prescribed by the Contract. The notification of award will constitute the formation of the Contract.

20.2 The successful Bidder shall enter into a Contract Agreement with SRIC, IIT Kharagpur within 30 (thirty) days from the date of ‘Letter of Acceptance” (LoA) or within such extended time as may be granted by SRIC, IIT Kharagpur. The cost of the stamp papers for the contract agreement shall be borne by the successful Bidder. Two sets of contract document/agreements shall be prepared and signed by both the parties. One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the successful Bidder free of cost and the original is to be retained by SRIC, IIT Kharagpur. The contract document shall not be used by the successful Bidder for any purpose other than this contract and the successful Bidder shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

21. PERFORMANCE SECURITY

The successful Bidder shall submit Performance Security Deposit for the amount equivalent to 3% of the lump sum agreed consultancy fee within fifteen (15) days from the date of issue of Letter of Acceptance towards ‘Performance Guarantee’. The Performance Security Deposit may be submitted in the form of ‘Bank Guarantee’ from any scheduled Indian bank. The validity of the ‘Bank Guarantee’ shall be up to 90 days beyond the contract period.
22. LEGAL JURISDICTION

Matter relating to any dispute or difference arising out of this tender and subsequent contract awarded based on the bid shall be subject to the jurisdiction of Paschim Medinipur District Court only.

23 e-PAYMENT:

23.1 All Bills/ Invoices along with relevant supporting documents in the name of “SRIC, IIT Kharagpur” shall be submitted in triplicate to Designated Officer of SRIC, IIT Kharagpur for verification and for payment.

23.2 For consultants registered in India all payments under the contract shall be in Indian Rupees.

23.3 Payment to the successful Bidder shall be remitted in electronic mode (e-payment).

23.4 Mode of payment to foreign Bidders shall also be through Electronic Fund Transfer to the Bidder’s bank account.

24. INTEGRITY PACT

Bidders are required to submit the pre-contract integrity pact duly signed, witnessed and uploaded as per enclosed format along with the bid Part-I/Cover-I. This will be signed by the authorized signatory of the Bidder with name, designation and seal of the Company/Firm. Bidders who do not sign the pact shall be disqualified from participation in the Bid process.

25. MISCELLANEOUS

25.1 The Bidders should fill the bid document properly and carefully. They should avoid quoting absurd rates

25.2 After opening of the tender, if SRIC IIT Kharagpur decides to negotiate, the tenderer should be in a position to depute their representative, at short notice, with full authority for negotiation on technical and other matters.

25.3 Throughout the Bidding Documents, the terms ‘Bid’ and ‘Tender’ and their derivatives are synonymous.

25.4 The processes for entering into the agreement with the successful Bidder will be done offline as per the prevailing manual system. However, the documents required to be submitted by the successful Bidder for executing the agreement shall be as specified in the Bid Document.

25.5 Instructions to Bidders (ITB) shall be a part of contract agreement.
1. The word "Consultant" wherever occurs means the successful Bidder who has been given written
intimation about the acceptance of tender and shall include legal representative of such individual
or persons composing a Firm or a Company or the successors and permitted assignees of such
Firm or Company, as the case may be.
2. A 'Day 'shall mean a day of 24 hours from midnight to midnight.
3. “Contract” means the Letter of Acceptance by SRIC, IIT Kharagpur and acknowledgement by
Consultant/ successful Bidder together with tender documents referred to therein including
conditions of contract, scope of work and the formal agreement executed between SRIC, IIT
Kharagpur and the Consultant.
4. “Contract price” shall mean the total sum (excluding service tax) for which tender is accepted by
SRIC, IIT Kharagpur.
5. “Acceptance of the documents“ shall mean SRIC IIT Kharagpur’s written acceptance of the
documents formulated by the Consultant under the contract.
6. “Contract period” shall mean the time required for execution of the contract starting from the
date of award of the contract and ends on the date of acceptance of the documents by SRIC, IIT
Kharagpur.
7. Words importing singular only shall also include the plural and vice-versa where the context so
requires.
8. “Letter of Acceptance” of the tender shall mean the official notice issued by SRIC, IIT Kharagpur
notifying the Bidder that his tender has been accepted and awarded.
9. “Effective Date of Contract” means the date of Notification of Award / Letter of Acceptance unless
otherwise provided in the Notification of Award issued by SRIC, IIT Kharagpur.
10. “Final acceptance” shall mean the Employer written acceptance of the final report performed
under this contract after successful completion of work/study.
2. CONTRACT DOCUMENTS

The following documents shall constitute the contract documents:

a) Articles of Agreement
b) Global Tender Notice
c) Instructions to Bidders
d) Letter of Acceptance
e) Conditions of contract,
f) Scope of Work
g) Integrity pact
h) Any other relevant documents

After acceptance of tender the successful Bidder shall be deemed to have carefully examined all Contract Document to his satisfaction. If he shall have any doubt as to the meaning of any portion of the Contract Documents, he shall before be signing the Contract, set forth the particulars thereof, and submit them to SRIC, IIT Kharagpur in writing in order that such doubt may be removed. SRIC, IIT Kharagpur will provide such clarifications as may be necessary in writing to the Bidder. Any information otherwise obtained from SRIC, IIT Kharagpur or the Designated Officer shall not in any way relieve the successful Bidder of his responsibility to fulfil his obligations under the Contract.

3. DURATION OF CONTRACT

The date of completion for the performance of services by the Consultant under the agreement shall be Eighteen (18) months from the Fifteenth (15th) day from the date of issue of Letter of Acceptance (LoA). The Consultant shall be requiring to perform the services with due diligence and in accordance with the schedule agreed to herein.

4. INDEMNITY DAMAGES & INSURANCE

The Consultant shall indemnify and make harmless SRIC IIT Kharagpur or employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him or the owner by reason or any act or commission of the Consultant, his agents or employees in the execution of the work. The indemnity amount will be limited to contract value, subjected to final determination by the competent court.
5. LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

If the Consultant fails to maintain the required progress in terms of the agreed time or to complete the work on or before the date of completion of work or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as compensation/ ‘Liquidated Damages’ (LD) @ half percent (1/2%) of the Contract price per week of delay. The aggregate of such compensation/ compensations shall not exceed 10 (ten) percent of the Contract price. The amount of compensation may be adjusted or setoff against any sum payable to the Consultant under this or any other contract with the Employer.

SRIC, IIT Kharagpur if satisfied, that the works can be completed by the Consultant within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D.

In the event of extension granted being with L.D., SRIC, IIT Kharagpur will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the Consultant as agreed damages equivalent to half percent of the contract value of the works for each week or part of the week subject to a ceiling of 10% of the contract price.

SRIC, IIT Kharagpur, if not satisfied that the works can be completed by the Consultant, and in the event of failure on the part of the Consultant to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.

SRIC, IIT Kharagpur, if not satisfied with the progress of the contract and in the event of failure of the consultant to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract. In the event of such termination of the contract as described in above two paras SRIC, IIT KHARAGPUR, shall be entitled to recover L.D. upto ten percent (10%) of the contract price and forfeit the equivalent amount retained by SRIC, IIT KHARAGPUR towards Performance Security. Besides the above, SRIC, IIT KHARAGPUR may get the work completed by other means at the risk and cost of the Consultant.

SRIC, IIT Kharagpur may waive the payment of compensation, depending upon merit of the case, on request received from the Consultant if the entire work is completed within the date as specified in the contract or as validly extended without stipulating any penalty.

6. FORCE MAJEURE

Force majeure is herein defined as any cause which is beyond the control of the Consultant or SRIC, IIT Kharagpur as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:
a) natural phenomena, including but not limited to floods, draughts, earthquakes and epidemics:

b) acts of any government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,

Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

c) Consultant will advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the clause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of SRIC, IIT Kharagpur.

d) For delays arising out of Force Majeure, the Consultant will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither Employer nor the Bidder shall be liable to pay extra costs (like increase in rates, remobilization advance, idle charges for labour and machinery etc.) Provided it is mutually established that the Force Majeure conditions did actually exist.

e) If any of the Force Majeure conditions exists in the place of operation of the Bidder even at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations. The Consultant or SRIC, IIT Kharagpur shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after Consultant performance of his obligations has been delayed for other causes.

7. **DELAYS BY SRIC, IIT KHARAGPUR OR ITS AUTHORIZED AGENT**

In case the Consultant's performance is delayed due to any act of omission on the part of SRIC, IIT Kharagpur or its authorized agents, then the Consultant shall be given due extension of time for the completion of the works, to the extent such omission on the part of SRIC, IIT Kharagpur has caused delay in the Consultant's performance of his work. Regarding reasonableness or otherwise of the extension of time, the decision of the Designated Officer shall be final.

8. **EXTENSION OF DATE OF COMPLETION**

On happening of any events causing delay as stated hereinafter, the Consultant shall intimate immediately in writing the Designated Officer:

a) due to any reasons defined as Force Majeure
b) Any other causes which, at the sole discretion of SRIC, IIT Kharagpur is beyond the control of the Consultant.

Provisional extension of time may be granted by the Designated Officer during the course of execution, on written request for extension of time. The Consultant shall however use his best efforts to prevent or make good the delay by putting his endeavours constantly as may be reasonably required of him to the satisfaction of the Designated Officer.

9. **GRAFTS AND COMMISSIONS ETC.**

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Consultant or his partner, agent, officers, director, employee or servant or any one of his or their behalf in relation to the obtaining or to the execution of this or any other contract with the owner, shall, in addition to any criminal liability which it may incur, subject the Consultant to the cancellation of this and all other contracts and also to payment of any loss or damage to the owner resulting from any cancellation. The owner shall then be entitled to deduct the amount so payable from any moneys otherwise due to the Consultant under the contract.

10. **PRICE VARIATION CLAUSE**

The Price shall remain firm without any price variation due to escalation.

11. **TAXES, PERMITS & LICENCES**

In pursuance of the contract, the Consultant shall be liable to pay all taxes, duties, levies, permit or licence fee, whether local, municipal, provincial or central, lawfully assessed against the Employer or the Consultant.

12. **PAYMENT SCHEDULE**

The payment terms of consultancy fees will be as follows:-

a) 60% of the contract price after conclusion of the specifications, but not later than month 6.

b) 25% of the contract price after floating of the tenders, but not later than month 11.

c) Balance 15% of the contract price after selection of suppliers, but not later than month 18.
CONFIDENTIALITY

The Bidder will not at any time during pendency of contract or afterwards, disclose to any person any information as to documents, components, parts, information, drawings, data, sketches, plans, programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to finance, invention, research, design or development of information system and any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or on behalf of SRIC, IIT Kharagpur, in any jurisdiction, and any amendments or supplements thereto. The Bidder should understand that any breach of this clause would constitute a serious offence for which appropriate legal action may be taken to ensure the enforcement of confidentiality clause.

SRIC, IIT Kharagpur also desires that the Bidder shall hold in trust and confidence, and not disclose to others or use for its own benefit or for the benefit of other, any Proprietary Information which is disclosed to the Bidder by SRIC, IIT Kharagpur at any time during the agreement / award of work / execution of work and thereafter. The Bidder shall disclose Proprietary Information received under the contract to person within its organization only if such persons (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such Proprietary Information. This clause shall survive and continue after any expiration or termination of the contract and shall bind the Consultant, its employees, agents, representatives, successors, heirs and assigns.

The obligations of confidentiality in this Agreement do not apply to information which is in the public domain at the time of disclosure to the Consultant or which later comes into the public domain through no breach of this Agreement by the Consultant.

13. LIMITATION OF LIABILITIES

SRIC, IIT Kharagpur shall in no way be responsible for any liabilities arising out of the Consultant’s contractual obligation with the Consultant’s personnel, experts, engineers, sub-contractors, licensors, collaborators, vendors, or subsidiaries. Similarly, the Consultant shall in no way be responsible for any liabilities arising out of SRIC IIT Kharagpur’s personnel.

14. SETTLEMENT OF DISPUTES

It is incumbent upon the Consultant to avoid litigation and disputes during the course of execution. However, if such disputes take place between the Consultant and SRIC, IIT Kharagpur, effort shall be made first to settle the disputes at the mutual level.
The Consultant should make request in writing to the Designated Officer for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/claim failing which no disputes/ claims of the Consultant shall be entertained by SRIC, IIT Kharagpur.

If differences still persist, the redressal of the dispute may be sought in the Court of Law.

15. GOVERNMENT REGULATIONS & STATUTORY ACTS
The Consultant should execute and deliver such documents as may be needed by SRIC, IIT Kharagpur in evidence of compliance of all laws, rules and regulations required for reference. The Consultant shall abide by all the provisions / acts / rules etc. of Information Technology prevalent in the country. Any liability arising out of contravention of any of the laws on executing this contract shall be the sole responsibility of the Consultant and SRIC, IIT Kharagpur shall not be responsible in any manner whatsoever.
All legal formalities are to be obtained prior to and or during the commencement of work by the Consultant for the successful execution of the said Work. The Consultant shall comply with the all the Acts & rules and regulations, laws and by-laws framed by State/ Central Government/ organization. SRIC, IIT Kharagpur shall have no liabilities in this regard.

16. INTELLECTUAL PROPERTY RIGHTS
No services covered under the contract shall be sold or disposed by the Consultant in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Consultant shall indemnify SRIC, IIT Kharagpur, from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Consultant, SRIC, IIT Kharagpur, shall be defended in the defence of any proceedings which may be brought in that connection.

17. PROGRESS REPORT
The consultant should provide reports on the consultancy work from time to time as specified in the project requirements mentioned in Section 4.
TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT

SRIC, IIT Kharagpur shall be entitled to cancel the contract in full or in part, if the Consultant:

a) Makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from SRIC, IIT Kharagpur, then on the expiry of the period as specified in the notice; or

b) Commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of SRIC, IIT Kharagpur, then on the expiry of the period as may be specified by SRIC, IIT Kharagpur in a notice in writing; or

c) Fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by SRIC, IIT Kharagpur, then on the expiry of the period as may be specified by SRIC, IIT Kharagpur in a notice in writing; or

d) Shall offer or give or agree to give any person in the service of SRIC, IIT Kharagpur or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for SRIC, IIT Kharagpur; or

e) Shall try to obtain a contract with SRIC, IIT Kharagpur by way of ring tendering or other non-bona fide method of competitive tendering.

f) SRIC, IIT Kharagpur shall in such an event give fifteen (15) days' notice in writing to the Consultant of his decision to do so.
SECTION-4
SCOPE OF SERVICES

1 Introduction:

The Centre for Inland and Coastal Maritime Technology (CICMT) has been established at IIT KGP by the Ministry of Shipping (Sagarmala Cell) Govt. of India for research and development activities related to inland and coastal shipping.

The primary facility to be developed at CICMT is the Deep and Shallow Water Seakeeping and Manoeuvring Basin (hereafter DSW-SMB) as model testing facility for the Dept. of Ocean Engineering and Naval Architecture within the premises of IIT Kharagpur. The DSW-SMB is expected to have the approximate dimensions - 112 m length x 16 m width x 4 m depth.

The basin should be equipped with a towing carriage having a main carriage, sub carriages and a turn table. The ship model shall be capable of dynamically moving in X + Δx, Y direction and shall be capable of rotating about a vertical axis. The sub carriage should be able to move 2.5 m (approx..) in Z direction. A schematic diagram of the proposed towing carriage in the facility is shown in Figure 1 in Annexure.

The model shall be capable of being set to desired static heel angle before commencement of dynamic manoeuvres. The main Y direction sub carriage shall have a provision for adjusting its height in the Z direction. The height adjustment in Z direction shall be carried out when the carriage is stationary. The entire carriage motion system will be computer controlled. The data acquisition system shall be synchronized and automated. The detailed specifications will be discussed and finalized with the selected Consultant.

2 Technical Consultancy Services shall include:

A) Supporting the elaboration of the technical specification:

Based on the initial specification worked out by CICMT (IIT KGP), the consultant will provide technical support with respect to the proposed tank dimensions, as well as the arrangement of infrastructure (e.g. wave maker, wave damper, etc.). The specifications worked out by CICMT (IIT Kharagpur) shall be reviewed and commented by the consultant e.g. in term of wave reflections of incident waves and from model acceleration and consecutive waiting times.

If possible, technical measures and recommendations to reduce the impact of wave reflections on measurements shall be carried out.
Different technical concepts for model tests in variable water depth will be discussed between CICMT (IIT Kharagpur) and the Consultant. Feasible ideas and proposals will be incorporated in the technical specifications for the DSW-SMB facility. This shall include, for example, the layout of the carriage with the appropriate design of height adjusting devices for raising and lowering the ship model for deep and shallow water tests respectively. The difference between the maximum and minimum water depths for model testing is about 2.5m, and suitable measures need to be adopted for vibration reduction during both deep and shallow water tests.

The Consultant will suggest the best practices for shallow/deep water ship model testing based on the standard International Towing Tank Conference (ITTC) requirements. In this regard, the Consultant will review and comment on technical specifications and structural design analysis of infrastructure that have been worked out by IIT Kharagpur for:

- Towing carriage (structural design, electrical, mechanical, and control systems and associated design calculations).
- Water treatment, filtration and recirculation system.
- Wave maker.
- Dynamometers, load cells, wave gauges.
- Tracking system
- Data acquisition
- Database handling of test results.
- Other equipment based on recent technological developments in ship-model testing
- The above list is indicative and will be subject to further mutual discussions and agreement.

B) Supporting the tendering for the suppliers

Different options for procurement will be mutually discussed between CICMT (IIT KGP) and the consultant and a decision will be taken based on the final requirements. The procurement of carriage and instrumentation will remain the responsibility of CICMT (IIT Kharagpur) and follow Govt. of India (GoI) rules.

The Consultant will advise CICMT (IIT KGP) on the selection of potential agencies and manufacturers for supplying:

- Towing carriage, rails, electric drives and control.
- Dynamometers, load cells, wave maker, wave gauges
The above list is indicative, and will be subject to further mutual discussion and agreement between consultant and CICMT (IIT KGP). The Consultant shall include in their offer the cost of proposed international travel of their technical personnel to the premises of potential reputed suppliers for technical discussions related to the project. The final tender documents prepared by CICMT (IIT KGP) will be reviewed by the Consultant.

C) **Review of offers and support in decision making**

After receiving the bids, the Consultant will participate in evaluation of the bids and provide support decision making. The final selection of the vendor for equipment supply will be the responsibility of CICMT (IIT KGP).

### 3 Deliverables

Based on the schedule worked out by CICMT (IIT KGP), the Consultant will participate in regular team meetings in the form of video conferences. Results of the meetings and the elaborations by the Consultant (as per point 2) shall be presented in the form of written reports.

### 4 Schedule and travelling

The total project duration for design, tendering and procurement is estimated to be 18 months. If required for the project, technical personnel from CICMT IIT KGP may visit the experimental facility of the Consultant or their partner organization to discuss and finalize the technical specifications of DSW-SMB towing carriage. This will be subject to the available international travel situations and the expenses will be borne by IIT Kharagpur.

If necessary, deployment of experts from the Consultant to the work site (CICMT IIT KGP) may be considered based on a separate agreement in future on case-to-case basis.

| Schedule (in months) | 1  | 2  | 3  | 4  | 5  | 6  | 7  | 8  | 9  | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
|----------------------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| A Specifications     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| B Tendering         |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| C Procurement       |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
Figure 1: Schematic diagram of the proposed towing carriage with deep and shallow water ship model testing capability.
## SECTION-5

### FORMAT FOR FINANCIAL/PRICE BID

<table>
<thead>
<tr>
<th>No.</th>
<th>Total Consultancy Service</th>
<th>Lump sum Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Professional for design and procurement of towing carriage, control systems and instrumentation for the state-of-the-art Shallow &amp; Deep Water Seakeeping and Manoeuvring Basin to be established under CICMT, IIT Kharagpur</td>
<td></td>
</tr>
</tbody>
</table>

**Total Amount in words**

**Note:** The fees should be inclusive of all prevailing taxes and fees except the GST.
LETTER HEAD OF BIDDER (As enrolled on the e-Procurement Portal of CIL)

To:
The Dean (SRIC)
Sponsored Research & Industrial Consultancy
Indian Institute of Technology Kharagpur
Po: Kharagpur, West Bengal
India: 721302

Sub: Letter of Bid for the work “Consulting agency for design and procurement of towing carriage, control systems and instrumentation for the state-of-the-art Shallow & Deep Water Seakeeping and Manoeuvring Basin to be established under CICMT, IIT Kharagpur”

Ref: Tender No. .................................................. dated.........................

Dear Sir,
This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work, technical specifications, BOQ and other documents carefully.

I/We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents in its entirety for the above work and agree to abide by and fulfill all terms and conditions and specifications as contained in the bid document.

I/we here by submit all the documents as required to meet the eligibility criteria as per provisions of the bid notice/document.

I/We hereby confirm that this bid complies with the Bid validity, Bid Security declaration and other documents as required by the Bidding documents.

If any information furnished by me/us towards eligibility criteria of this bid is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against SRIC, IIT Kharagpur.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/ Work Order shall constitute a binding contract between us and SRIC, IIT Kharagpur.
In case this bid is accepted, we agree to furnish Performance Security within 15 days of issue of letter of acceptance and commence the work within 15 days of issue of letter of acceptance. In case of our failure to abide by the said provision SRIC, IIT Kharagpur shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ award and also debar us from participating in future tenders for a minimum year of 1 (one) year as per bid security declaration.

(This document is digitally signed by the DSC holder authorized by the bidder and therefore no physical signature is required)
SECTION-6

ANNEXURE-A2: PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY BIDDER/S (ON BIDDER'S LETTER HEAD) FOR GENUINENESS OF THE INFORMATION FURNISHED ONLINE AND AUTHENTICITY OF THE DOCUMENTS UPLOADED ONLINE IN SUPPORT OF ELIGIBILITY

FORMAT OF UNDERTAKING

I/We, .............................................................................................................., Authorized Representative of M/S. .............................................................................................................., solemnly declare that:

1. I/We am/are submitting Bid for the work ................................................... against GTE No/Tender ID................................. dated.................... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.

2. Myself/Our Partners/Directors don’t has/have any relative as employee of SRIC, IIT KGP.

3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.

4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.

5. I/ We hereby authorise SRIC, IIT Kharagpur to seek references / clarifications from our Bankers.

6. *I/We have submitted particulars of existing GST, if applicable.

7. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable

8. *I/We hereby confirm that we have registration with EPF Authorities, if applicable.

9. *I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs (In case of Joint Venture (JV), all partners are covered).
OR

*I / We ………………….have been banned by the organization named “_____________” for a period of……………… year/s, effective from ………………. to……………………..…..(in case of JV, name(s) of the JV Partner(s)).

10. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/ delisting of our firm and all partners of the firm etc.

* Delete whichever is not applicable.
SECTION-6
ANNEXURE-A3: NON-BANNING OR DELISTING CERTIFICATE
(To be submitted on the letterhead of the Bidder)

Our firm has not been suspended, banned or de-listed by any Government or Quasi-Government agencies or PSU's.

Date: ____________________________

Signature of the Bidder with seal of the firm:
 ANNEXURE-A4: BANK GUARANTEE
PROFORMA FOR PERFORMANCE SECURITY

In consideration of Indian Institute of Technology Kharagpur, (SRIC) (herein after called the “IIT KGP-SRIC”) having agreed to exempt ________________ (hereinafter called “the said contractor(s)”) from the demand under the terms and conditions of an agreement/(Purchase Order) No _______________ dated _______________ made between ________________ and ________________ for ________________ (hereinafter called “the said agreement”), of security deposit for the due fulfilment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for ________________ we, (name of the bank) ________________ (hereinafter refer to as “the bank”) at the request of ________________ (contractor(s)) do hereby undertake to pay to IIT KGP-SRIC an amount not exceeding ________________ against any loss or damage caused to or suffered or would be caused to or suffered by the government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or any reason of the contracts failure to perform said Agreement.

We (name of the bank) ________________ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demanded from IIT KGP-SRIC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by IIT KGP-SRIC by reason of breach by the said contractor(s)’ of any of the terms or conditions contained in the said Agreement or by reason of the contractors(s)’ failure to perform the said Agreement or roll out the services as per schedule V & parameters for failure of compliance of intellectuals property rights. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of IIT KGP-SRIC in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding ________________.
Indian Institute of Technology Kharagpur
Sponsored Research and Industrial Consultancy
P.O.: Kharagpur, West Bengal
India - 721302

We undertake to pay to IIT KGP-SRIC any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/Supplier/ Agency(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/Supplier/ Agency(s) shall have no claim against us for making such payment.

We (name of the bank) _________________________ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of IIT KGP-SRIC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till expiry of 90 days beyond the date on which the warranty period of the services provided(s) expire.

We (name of the bank) _________________________ further agree with IIT KGP-SRIC that IIT KGP-SRIC shall have the fullest liberty without our consent and without affecting in any manner our obligations there under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by IIT KGP-SRIC against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of IIT KGP-SRIC or any indulgence by IIT KGP-SRIC to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

We (name of the bank) _________________________ lastly undertake not to revoke this guarantee during its currency except with the previous consent of IIT KGP-SRIC in writing.

Dated the ________________ day of _______ for __________________________________

(Indicate the name of bank)
SECTION-6

ANNEXURE-A5: POWER OF ATTORNEY

(Format for the Notarised and Legalised Power of Attorney for Authorized Signatory dealing the Bid on behalf of the Bidder)

(To be executed on Non-Judicial Stamp Paper of appropriate value)

** on behalf of M/s (Name & address of the, Sole Bidder) would like to declare as below:

WHEREAS I/WE HEREBY AUTHORISE Mr./Mrs.* to act as the Attorney and to look after the affairs pertaining to the Bid against the Bid Document bearing No. issued by SRIC IIT Kharagpur

AND WHEREAS the above named person, Mr./Mrs*. __________________ is sufficiently capable and knowledgeable about all the affairs related to the said Bid and is capable of handling them and decision taken by him shall be binding on the Bidder.

Name and Designation of the Authorized Signatory

(Person concerned* to submit the bid):

Signature of the Authorized Signatory:

Attested by: -

Signature

Name & Designation of the official** ............................................................

For and on behalf of : (Name of the Bidder)
SECTION-6

ANNEXURE-A6: BID SECURITY SELF DECLARATION

Date: 06/01/2021

To:
The Dean (SRIC)
Sponsored Research & Industrial Consultancy
Indian Institute of Technology Kharagpur
Po: Kharagpur, West Bengal
India: 721302

Dear Sir

Ref: Tender No. IIT/SRIC/NA/CYC/OPS/20-21/CONSUL/1 dated 06.01.2021

I/We The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with the Indian Institute of Technology Kharagpur for a period of 1 (one) year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

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

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]  
[Insert signatory's legal capacity]  
Affiant
### ANNEXURE-A7: GENERAL INFORMATION ABOUT THE BIDDER

<table>
<thead>
<tr>
<th>SL. No</th>
<th>ITEM</th>
<th>DETAILS (To be filled by the bidder)</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Name of the Bidder’s entity</td>
<td></td>
</tr>
<tr>
<td>02</td>
<td>Country of Origin</td>
<td></td>
</tr>
<tr>
<td>03</td>
<td>Legal Status</td>
<td></td>
</tr>
<tr>
<td>04</td>
<td>Year of incorporation of the Bidder entity under relevant Act</td>
<td></td>
</tr>
<tr>
<td>05</td>
<td>Registration Number of the Company (under relevant Act of the country)</td>
<td></td>
</tr>
<tr>
<td>06</td>
<td>a) Postal Address of the Registered Office</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Telephone no.(s)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) Fax no(s)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>d) Web site, e-mail, if any</td>
<td></td>
</tr>
<tr>
<td></td>
<td>e) Address of Regional / Local Office, if any</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td>---</td>
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<td></td>
</tr>
</tbody>
</table>
| 07 | a) Name of the authorized Representative  
    b) Designation  
    c) Postal address  
    d) Telephone no.  
    e) Fax no(s)  
    f) Web site, e-mail address |
| 08 | Permanent Account No.(PAN), if applicable  
    / Tax Residency Certificate Number |
| 09 | GST Registration number in India, if applicable |
| 10 | Whether the Bidder is from the country where as a matter of law or official regulations, the commercial relation with India is prohibited  
    YES/ NO |
| 11 | Any other information |

(Certified copies, as applicable, to be enclosed)

Date

Place

Authorized Signature

Name & Designation with Official Seal