



Sponsored Research & Industrial Consultancy (SRIC)

IIT Kharagpur

SRIC

Purchase Manual

Updated as on 1st Dec 2025

<https://sric.iitkgp.ac.in/>



Disclaimer

This document contains extracts from official government guidelines. It is intended for informational purposes only and should not be considered a substitute for the original government publications. In case of any discrepancy or ambiguity, the provisions of the official guidelines shall prevail.





Dean, Research and Development

Dear friends

Thank you for actively taking part in the research / consultancy project activities through Sponsored Research and Industrial Consultancy cell of Indian Institute of Technology Kharagpur.

This **Purchase Manual** is a consolidated document designed to guide you through our Institute / Govt purchase policies. Whether you're a first-time user or a seasoned pro, this guide will ensure that everyone has a uniform and structured documentation experience. Please take a moment to read through the rules, familiarize yourself with the guidelines, and get ready in preparing the purchase files.

All the best.
Regards.

Lipd

Surjya K Pal



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1. Non GeM procurement up to Rs. 2,00,000/-*

*GeM non-availability certificate is not required (No.F.20/42/2021-PPD, Dt 05.06.2025, Ministry of Finance, Dept of Expenditure, Office Memorandum)

List of documents required

1. Invoice with Certification of PI – Annexure – 7	
2. Good Receipt Note (GRN) through ERP system (Only Non-recurring head purchase)	
3. Undertaking form as per Annexure -10 (Only for purchase above Rs 25000)	

2. GeM procurement up to Rs 2,00,000/-

List of documents required

1. Invoice with Certification of PI – Annexure – 7	
2. Good Receipt Note (GRN) through ERP system (Only Equipment head purchase)	
3. CRAC (GeM Purchase only)	

3. GeM purchase from Rs. 2,00001/- to Rs. 25,0000/-

List documents required

1. Invoice with Certification of PI – Annexure – 7	
2. Good Receipt Note (GRN) through ERP system (Only Equipment head purchase)	
3. CRAC (GeM Purchase only)	
4. Delivery Challan & Installation certificate with signature of certification of PI	
5. Warranty certificate	
6. Performance Bank Guarantee (If mention in the purchase order/ Tender document)	



4. Local Purchase Committee (Rs. 2,00,000/- to Rs. 25,00,000/-)

List of documents required

1. GeM Non-Availability Certificate	
2. Enquiry (Minimum-4) https://sric.iitkgp.ac.in/web4/public/docss/enq_quote.docx?1763615476	
3. Minimum three quotations	
4. Price comparative statement (Annexure – 5)	
5. Local Purchase Committee Certificate (LPC) https://sric.iitkgp.ac.in/web4/public/docss/lpcc_temp1.docx?1763615476	
6. Certificate for goods & Services procured through purchase committee	
7. Purchase Requisition form https://sric.iitkgp.ac.in/web4/public/docss/indpur.pdf?1763615476	
8. Justification of purchase	
9. Self-Declaration for Local Content (Class I or Class II) for more than 05 Lakh https://sric.iitkgp.ac.in/web4/public/docss/sdlc.docx?1763615476	
10. Land & Border Sharing Certificate https://sric.iitkgp.ac.in/web4/public/docss/lbcg_r.docx?1763615476	
11. OEM Certificate https://sric.iitkgp.ac.in/web4/public/docss/OEM.docx?1763615476	



5. Purchase Proposals against Tender (NIT)

List of documents required

1. Purchase Requisition filled up form https://sric.iitkgp.ac.in/web4/public/docss/indpur.pdf?1763615476	
2. Justification of purchase	
3. Non-availability of the Item in GEM Portal.	
4. Tender Committee (Purchase) Formation Approval from HOD https://sric.iitkgp.ac.in/web4/public/docss/tpcf.docx?1763615476	
5. Technical Comparative Statement with Name and Signature of members	
6. Recommendation (Technical) of Tender Committee (Purchase) with Name and Signature of members https://sric.iitkgp.ac.in/web4/public/docss/trtc.docx?1763615476	
7. SECTION – V (Techno-Commercial Terms & Conditions) in NIT Template (annexure – 1 to 4)	
8. SECTION – VII (Price BID DECLARATION) in NIT Template (annexure – 1 to 4)	
9. SECTION – IX (Bid Security Self Declaration Form) in NIT Template (annexure – 1 to 4)	
10. SECTION X (UNDERTAKING, Blacklist) in NIT Template (annexure – 1 to 4)	
11. SECTION XI (Self-Certificate for Local Content (Class I or Class II)) in NIT Template (annexure – 1 to 4)	
12. SECTION XII (ORIGINAL EQUIPMENT MANUFACTURER (OEM)) in NIT Template (annexure – 1 to 4)	
13. SECTION XIII or SECTION XIV (Land & Border Sharing Certificate) in NIT Template (annexure – 1 to 4)	
14. GST Copy	
15. PAN Copy	
16. Bank Details	
17. EMD/MSME	

Contd....



18. IT return for Last 03 years	
19. Solvency Certificate	
20. Permission from Competent Authority for opening single bid (Applicable for Single Bid /Same OEM/ Resultant Single Bid Only) https://sric.iitkgp.ac.in/web4/public/docss/pesorstn.docx?1763615476	
21. Price Comparative Statement with Name and Signature of members	
22. Recommendation (Price) of Tender Committee (Purchase)with Name and Signature https://sric.iitkgp.ac.in/web4/public/docss/tprtc.docx?1763615476	
23. Signature of Tender Committee (Purchase) members with date on every page of Technical and price bid including envelops.	
24. Validity of Quotation	



6. Purchase for Spare Parts

List of documents required

1. Purchase Requisition (Indigenous) https://sric.iitkgp.ac.in/web4/public/docss/indpur.pdf?1763615476	
2. Justification of purchase	
3. Brief Research Activity	
4. Purchase Committee Formation https://sric.iitkgp.ac.in/web4/public/docss/lpcc_templt.docx?1763615476	
5. Certificate for Goods & Services Procured Through Purchase Committee	
6 Quotation	
7. GEM Non Availability Report	
8. Original Purchase Order	
9. OEM certificate https://sric.iitkgp.ac.in/web4/public/docss/OEM.docx?1763615476	
10. Self-certificate for local content https://sric.iitkgp.ac.in/web4/public/docss/sdlc.docx?1763615476	
11. Land and Border Certificate https://sric.iitkgp.ac.in/web4/public/docss/lbcg_r.docx?1763615476	



7. Purchase through PNC

List of documents required

1. GeM Non availability certificate.	
2. The Principal Investigator (PI) floated an e-Publishing Tender on the CPP Portal for 21 days as per GFR-2017. https://apna.iitkgp.ac.in/web/pdfs/Template_PAC_Procurement.pdf	
3. The details of ePublishing tender was published on Institute`s website.	
4. Declaration, if the PI has received only one quotation along with the PNC certificate from the vendor against the above-referred e-Publishing tender.	
5. Purchase Requisition (Indigenous) https://sric.iitkgp.ac.in/web4/public/docss/indpur.pdf?1763615476	
6. Justification for Purchase	
7. Purchase Committee Formation https://sric.iitkgp.ac.in/web4/public/docss/tppcf.docx?1763615476	
8. Certificate for Goods & Services Procured Through Purchase Committee https://sric.iitkgp.ac.in/web4/public/docss/lpcc_templt.docx?1763615476	
9. PNC certificate provided by the OEM.	
10. The PI will provide Annexure-6: Proprietary Article Certificate. https://sric.iitkgp.ac.in/web4/public/docss/pnc_department.docx?1763615476	
11. The name of the equipment mention in the budget proposal.	
12. OEM authorization certificate https://sric.iitkgp.ac.in/web4/public/docss/OEM.docx?1763615476	
13. Self-Certificate for Local Content https://sric.iitkgp.ac.in/web4/public/docss/sdlc.docx?1763615476	
14. Land and Border certificate. https://sric.iitkgp.ac.in/web4/public/docss/lbcg_r.docx?1763615476	



8. Purchase through AMC

List of documents required

1. Purchase Requisition (Indigenous) https://sric.iitkgp.ac.in/web4/public/docss/indpur.pdf?1763615476	
2. Justification of Purchase	
3. Brief Research Activity	
4. Purchase Committee Formation	
5. Certificate for Goods & Services Procured Through Purchase Committee.	
6. Gem-Non Availability Certificate	
7. Quotation	
8. Original Purchase Order	
9. Land and Border Certificate https://sric.iitkgp.ac.in/web4/public/docss/lbcg_r.docx?1763615476	
10. OEM Certificate https://sric.iitkgp.ac.in/web4/public/docss/OEM.docx?1763615476	



9. Documents required for Import Shipment

List of documents required as per Annexure – 9

1. Customs Duty Exemption Certificate	
2. DSIR Certificate	
3. Declaration Form Duly Signed	
4. Copy of Purchase Order	
5. Copy of Technical Write-up & Research Activity	
6. Letter of Authorization	
7. Copy of Import Export Code	
8. Copy of Institute PAN No.	
9. Copy of Bank AD Code No.	
10. Copy of GST Registration No.	

10. Foreign export shipment

List of documents required as per Annexure – 8

1 Original Import Bill of Entry	
2. Original Import Invoice	
3. Original Import Packing List	
4. Copy of Purchase Order	
5. Self-Declaration	
6. Export Invoice	
7. Export Packing List	
8. Bank Waiver Certificate	
9. Non DG Declaration	
10. Acceptance Letter / E-Mail from Foreign Supplier	



11. Tender in the CPP Portal

List of documents required

1. An email should be sent by respective PI along with the estimated cost of the item to procure.	
2. The required template and the list of necessary documents will be shared with the respective PI via email.	
Annexure – 1 (below Rs. 1.0 Crore - Domestic)	
Annexure – 2 (below Rs. 1.0 Crore – GTE)	
Annexure – 3 (above Rs. 1.0 crore - Domestic)	
Annexure – 4 (above Rs. 1.0 Crore – GTE)	
3. The draft tender documents will be sent to the PI for review/confirmation before floating the tender on the portal and for obtaining approval from the Competent Authority.	
4. PI's observations/confirmation (if any) and approval from the Competent Authority for floating the tender.	

12. Documents for import shipment

List of documents required as per Annexure – 9

1. Custom Duty Exemption certificate Annexure 9	
2. DSIR Certificate	
3. Declaration Certificate	
4. Import – export code	
5. Institute PAN No	
6. Canara Bank AD code	
7. Institute GST no	



13. Procurement through L1 direct Purchase process from GEM portal from Rs 1,00001 to 10,00000

List of documents required

1.Price Comparative Statement (minimum 3 difference OEM)	
2.GeM Indent https://sric.iitkgp.ac.in/web4/public/docss/GeM_INDENT%2028.05.2021.docx?1763615476	
3.Contract copy	
4.Sanction Copy	
5.Purchase Committee Formation https://sric.iitkgp.ac.in/web4/public/docss/tppcfg.docx?1763615476	
6.Price Recommendation of the Tender Committee https://sric.iitkgp.ac.in/web4/public/docss/tprtcg.docx?1763615476	
7.Land & Border Certificate (from the L1 bidder) https://sric.iitkgp.ac.in/web4/public/docss/lbcg_r.docx?1763615476	
8.OEM Authorisation, if estimated cost is above INR 5.0 lakhs (from the L1 bidder) https://sric.iitkgp.ac.in/web4/public/docss/OEM.docx?1763615476	
9.Self-Declaration for Local Content, if estimated cost is above INR 5.0 lakhs (from L1 bidder) https://sric.iitkgp.ac.in/web4/public/docss/sdlc_r.docx?1763615476	

14. Normal/Custom/BoQ bid in the GeM portal for purchase above 5 lakhs

List of documents required

1. Prior approval copy regarding Equipment name, Quantity, estimated Cost (including GST), Project code & Specification	
2. GeM non availability certificate (as per tender name) for Custom/BOQ bid	
3. Sponsored approval copy	
4. Justification	
5. Type of Bid	



15. Purchase through Global Tender Enquiry

List of documents required

1. BoQ/Custom Bid/Domestic Tender floated to identify potential domestic suppliers	
2. GTE proposal https://srjc.iitkgp.ac.in/web4/public/docss/GTE%20Template%2016.10.2023.pdf?1763615476	
3. GTE Relaxation List, if the procurement is without floating a domestic tender	
4. GeM Non-Availability Certificate	
5. Quotations from possible vendors	



16. Annexure-1

Tender Enquiry Document

for

Purchase of _____ (Name of the Equipment)

***For & On Behalf of
SRIC IIT KHARAGPUR***

On E-Tender Basis

Tender No. IIT/SRIC/Dept. Code/Project Code/PI(Short)/25-26/EQ-

Sponsored Research and Industrial Consultancy (SRIC)

Indian Institute of Technology Kharagpur

Kharagpur - 721302

Email: _____ (PI's Institute Email ID)

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13	Section XII	OEM Authorization	
14	Section XIII	(For Goods/ Services Contracts)	

Contd....



		Certificate - Bidder Not from/ from Country sharing Land border with India & Registration of Bidder with Competent Authority	
15	Section XIV	(For Works Contracts, including Turnkey Contracts) Certificate – Bidder Not from/ from Country sharing Land border with India, Registration of Bidder with Competent Authority & not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority	
16	Section XV	Checklist for the Tenderer	



SECTION – I

No. IIT/SRIC/Dept. Code/Project Code/PI(Short)/25-26/EQ-

Date:

____/____/____

Invitation for Bids / Notice Inviting Tender (E-Procurement Mode)

Indian Institute of Technology Kharagpur is set up by the Act of parliament called The Institutes 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. On behalf of Sponsored Research and Industrial Consultancy, INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR (IIT KGP) **e-tender are invited from all domestic manufacturer having registered office in India**, who fulfil the criteria mentioned in the tender documents for Supply of **(Name of the Equipment)**. The list of equipment and their specifications are given in Section V.

Complete Tender Documents can be downloaded from the website "<https://eprocure.gov.in/eprocure/app>" from **00 May, 2025 to 00 June, 2025 upto 12:00 HRS**. IIT KGP -SRIC shall open the **Technical Bids Electronically** on the specified date and time at **IIT KHARAGPUR (SRIC)**.

Interested eligible all domestic manufacturer having registered office in India 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 Earnest Money (EMD) of **Rs. (Rupees) (2% of Estimated cost)** shall be deposited in the form of D.D*/Pay Order*/Insurance Surety bonds/Fixed Deposit Receipt*/Bank Guarantee /Banker's Cheque from any of the commercial bank or payment online (RTGS/NEFT) in an acceptable form.

Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

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.

Dated: _____

Dean (R&D)



SECTION - IA
Critical Information

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.

Sl. No.	Information	Details
01.	Tender Number and Date	 Date: _____
02	EMD Amount (Will be accepted only through D.D*/Pay Order*/Insurance Surety bonds/Fixed Deposit Receipt*/Bank Guarantee /Banker's Cheque or payment online (RTGS/NEFT)). IIT Kharagpur-SRIC Bank details are as under: Name of the Bank A/C: ESD Account A/C No.: 95562200002545 Name of the Bank: Canara Bank Branch: SRIC IIT Kharagpur IFSC Code : CNRBO019556	Rs.00,000/-
03.	Last date for submission of written queries for clarifications to the email id:	7 days before Last Date for Submission PI@iitkgp.ac.in (Institute email id)
04.	Date of Release of start to clarifications on www.iitkgp.ac.in	_____
05.	Last date for submission of Tender (Online only)	(Min 21 days) (12:00 HRS)
06.	Contact details	Name of PI <hr/> Name of Dept. <hr/> INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR PO: KHARAGPUR, DIST: MEDINIPUR (WEST) WEST BENGAL, INDIA - 721302
07.	The date and time for opening of Technical Bid	<hr/> (12:00 HRS)



SECTION - II

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

DEFINITIONS

“The Purchaser” means the DEAN (R&D), (IIT KGP-SRIC) INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR, KHARAGPUR, SRIC

“The Bidder” means the individual or firm who participates in the tender and submits bid

“The Agency” means the individual or firm rendering the services under the contract.

“The Services” means all activities related to conduct & performance of contractual obligations under the contract.

“The Advance Purchase Order/ Letter of intent” means the intention of IIT KGP – SRIC to place the Purchase Order on the bidder.

“The Purchase Order” means the order placed by IIT KGP-SRIC on the Supplier/ Agency signed by IIT KGP-SRIC including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as “Contract” appearing in the document.

“The Contract Price” means the price payable to the Supplier/ Agency under the purchase order for the full and satisfactory performance of its contractual obligations.

“Acceptance “is a process of accepting satisfactory services rendered by “Supplier/ Agency” by IIT KGP- SRIC.

1. ELIGIBILITY CRITERIA

The invitation of bids is open to **all domestic manufacturer having registered office in India** who fulfil the criteria as specified below:

- (I) The Bidder shall only be either “Class-I Local Supplier” or “Class-II Local Supplier” as defined under the order no. P- 45021/2/2017-PP (B.E.-II) dated. 16/09/2020 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (Public Procurement Section). (A self-certificate shall be submitted by the bidder along with the bid about their category (i.e., Class-I or Class-II) in a prescribed format vide Section XI).
- (II) The Bidder shall be registered legal entity under relevant act. and a copy of each of registrations shall be attached with the bids.
- (III) Minimum Five (5) years' experience in the field of supply of laboratory equipment.
- (IV) Average Annual Turnover of at least **0,00,000 INR (Min 50% of estimated value)** during last 3 financial years i.e. 2022-23, 2023-24 and 2024-25 is required. (Copy of Audited Annual Accounts of the organization for the financial year 2022-23, 2023-24 and 2024-25 shall be uploaded with the bid as proof in this regard).
- (V) Copy of acknowledgement of filing of Income Tax Return for the financial year 2021-22, 2022-23 and 2023-24 shall be uploaded with the bid.
- (VI) Must have supplied similar equipment to laboratories of State or Central Government Institutions or reputed Educational or Research Institution and proof of such supplies should be produced
- (VII) It should have PAN, TIN number and GST Registrations (proof in this regard shall be uploaded with the bid)
- (VIII) It should not have been blacklisted by the Government Organizations, GOI, Autonomous bodies. Undertaking in Section X in this regards has to be uploaded.
- (IX) Registration Certificate/Certificate of incorporation, if any, including the certificate of MSME/NSIC/Other EMD Exemption Document etc.
- (X) Authorized dealer Certificate from Manufacturer if the agency is a dealer.



- (XI) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
- (XII) Relaxation of prior turnover and experience for Start-ups (Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20\212014-PPD dated 25.07.2016 and subsequent clarifications dt 20.09.2016; 27.07.2019; 29.06.2020
- (XIII) Eligibility Restrictions based on Reciprocity : If so stipulated in the Tender Document, entities from such countries identified as not allowing Indian companies to participate in their Government procurement shall not be allowed to participate on a reciprocal basis in this tender. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- (XIV) Solvency Certificate: The applicant should furnish solvency certificate issued by the applicant's bankers.

2. 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.

3. BID DOCUMENTS

- 3.1 The services required to be rendered, bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The Bid documents include:
- a) Notice Inviting Tender & List of Equipment - Section - I
 - b) Time Schedule of Tender - Section IA
 - c) Instructions to Bidders and General terms and Conditions - Section II
 - d) General (Commercial) Conditions of Contract - Section III
 - e) Special Conditions of the Contract - Section IV
 - f) Schedule of Requirements with Techno-Commercial Terms - Section V
 - g) Proforma for Technical Bid - Section VI
 - h) Price Bid Declaration - Section VII
 - i) Performance Security Guarantee Bond - Section VIII
 - j) Bid Security/EMD Details Proforma - Section IX
 - k) Undertaking - Section X
 - l) Self-certificate for Local Content (Preference to make in India for price preference) – Section XI
 - m) OEM Authorization – Section XII
 - n) (For Goods/ Services Contracts) Certificate - Bidder Not from/ from Country sharing Land border with India & Registration of Bidder with Competent Authority – Section XIII
 - o) (For Works Contracts, including Turnkey Contracts) Certificate – Bidder Not from/ from Country sharing Land border with India, Registration of Bidder with Competent Authority & not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority – Section XIV
 - p) Checklist for the Tenderer – Section XV
- 3.2 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.



B. PREPARATION OF BIDS

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

4. DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall comprise the following components (these will also be used for determining the eligibility criteria)

- 4.1 Documentary evidence established in accordance with the eligibility criteria explained above that the bidder is eligible to bid and is qualified to perform the contract if the bid is accepted.
- 4.2 Bid Security Self Declaration Form at a prescribed format shall be furnished.
- 4.3 A bid form and price schedule completed in accordance with the guideline.
- 4.4 Bidder shall furnish a clause-by-clause compliance to the requirements and commercial conditions demonstrating responsiveness to terms and conditions. In case of deviations, a statement of deviations and exceptions of provisions of the contract and commercial conditions shall be given by the bidder. **A bid without clause-by-clause compliance of terms and conditions shall not be considered.**
- 4.5 The Copy of Audited Annual Accounts of the organization for the financial year 2022-23, 2023-24 and 2024-25 in support of an average annual turnover of at least **₹,00,000 INR (Min 50% of estimated value)** during last 3 years i.e. 2022-23, 2023-24 and 2024-25 shall be uploaded.
- 4.6 Registration Certificate of the company as per eligibility criteria.
- 4.7 Income Tax Return for three financial years i.e. 2021-22, 2022-23 and 2023-24.
- 4.8 GST Registration Certificate.
- 4.9 Copy of PAN of the Company/ firm.
- 4.10 Lists of clients with reference in minimum five firms with name, designation and contact details.
- 4.11 Self-certification of full-fledged office infrastructure.
- 4.12 Brief on supply of laboratory equipment handled during last five years.
- 4.13 List of offices/branches in India with address and contact details.
- 4.14 Email id and phone number of the contact person of the firm.

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 PRICES

- 6.1 The bidder shall give FOR destination price, inclusive of all Levies & Taxes for **laboratory equipment for IIT KGP-SRIC**. The price should be indicated as per BOQ.xls Format under Financial Cover.
- 6.2 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 6.3 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.



- 6.4 "DISCOUNT, if any, offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free service, etc, into account".
- 6.5 The price accepted by the IIT KGP-SRIC for the supply of equipment will be inclusive of Levies and Taxes.

7 GUARANTEE/WARRANTY

Comprehensive onsite warranty for three years is required. Warranty period will start from the date of installation of items. In case at installation stores / part of stores are found defective / damaged during or after delivery to consignee, the supplier will replace or repair the store under warranty at consignee's location in India free of cost or if any case it is required to send back to foreign manufacturer / supplier should bear the cost. Bank Guarantee equivalent to the cost of equipment is required to be submitted before lifting the store. All expenses in this regard will be borne by the supplier.

8 BID SECURITY

- 8.1 The bidder shall furnish, as part of his bid, a bid security/EMD as per Format specified in Section IX.
- 8.2 IIT Kharagpur will give exemption for submission of Tender Fee and EMD to the bidders, who are registered with MSME or Central Purchase Organization or startups as recognized by DIPP as per revised rule 170 of GFR-2017 only. However, proper and valid documents in this regard must be submitted by the bidders in support of their claim.
- 8.3 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.

9 PERIOD OF VALIDITY OF BIDS

- 9.1 Bid shall remain valid for 90 days after the date of opening of bids prescribed by IIT KGP-SRIC. A bid valid for a shorter period shall be rejected by IIT KGP-SRIC as non-responsive.
- 9.2 In exceptional circumstances, IIT KGP-SRIC may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The Bid Security Self Declaration as per Section IX shall also be suitably extended. A bidder accepting the request and granting extension will not be permitted to modify his bid.

C. SUBMISSION OF BIDS

10 Information for Bidder on e-Procurement

- 10.1 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'.



- 10.2 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>]
- 10.3 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.
- 10.4 It is mandatory for the bidders to get their firm/company registered with e-procurement portal <https://eprocure.gov.in/eprocure/app> to have user ID & password.
- 10.5 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.
- 10.6 Bidders may download and refer the “Instructions for Online Bid Submission” from (<https://eprocure.gov.in/eprocure/app;jsessionid=A8B54EFC72D86DF9AA9D9B2DDACDAB8D.eprocgep4?page=BiddersManualKit&service=page>).
- 10.7 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 NIT 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”.
- 10.8 Bill of Quantities with rates duly filled in are to be submitted in the format provided online in the name of “Financial Bid”.
- 10.9 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.
- 10.10 The bidders are advised to submit their e-bids well before the e-bid due date. IIT KHARAGPUR shall not be responsible for any delay in submission of e-bids for any reason including server and technical problems.
- 10.11 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.
- 10.12 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 colored (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.



- 10.13 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.
- 10.14 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.
- 10.15 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 10.16 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.
- 10.17 Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

GENERAL TERMS AND CONDITIONS:

1. BID OPENING AND EVALUATION

1.1 OPENING OF BIDS BY SRIC, IIT KGP

- 1.1.1 IIT KGP-SRIC shall open the **Technical Bids Electronically on 00/00/2025 at 12:00 HRS IIT KHARAGPUR (SRIC)**.
- 1.1.2 The date fixed for opening of bids if subsequently declared as holiday by SRIC, IIT KGP 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.
- 1.1.3 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.

2. CLARIFICATION OF BIDS

In case any bidder requires any clarification, bidder can feel free to raise their query on or before the date given in SECTION-1A of the tender document. Release of response to clarifications on queries shall be available in the Institute's website www.iitkgp.ac.in. by the respective principal investigator.

All interested bidders shall follow the institute's website and CPP Portal at regular intervals for clarifications / corrigendum if any.



3. SELECTION PROCEDURE

- 3.1 Agencies found to fulfil eligibility conditions will be considered after verifications of eligibility criteria mentioned in Section II.
- 3.2 The bidders shall be evaluated as per criteria mention in the tender documents.
- 3.3 Financial bids of the selected agencies only shall be opened.

4. Evaluation of Bids

4.1 The technical bids will be evaluated in two steps

The bids will be examined based on eligibility criteria stipulated at Section-II-1 to shortlist the eligible bidders.

The technical bids of only the short listed eligible bidders shall be evaluated based on technical specifications stipulated.

The bidders whose technical bid is found to meet both the requirements as specified above will qualify for opening of the financial bid and will be informed about the date and time of the opening of the financial bid.

The duly constituted Tender Evaluation Committee (TEC) shall evaluate the bids. The TEC shall be empowered to take appropriate decisions on minor deviations, if any.

The bidder's name, bid prices, discounts and such other details considered as appropriate will be announced at the time of opening of the financial bids.

4.2 Comparison of Bids

Only the short-listed bids from the bid evaluation shall be considered for commercial comparison. The Financial bids will be evaluated on the basis of prices quoted.

The contract will be awarded to lowest evaluated bidder

- 4.2.1 SRIC-IIT KGP reserves the right to offer the contract to a qualified bidder.
- 4.2.2 SRIC-IIT KGP's decision in regard to evaluation & selection shall be FINAL and binding on the Agency and same shall not be challenged by the agency before the Court.

5. CONTACTING SRIC, IIT KGP

- 5.1 No bidder shall try to influence SRIC, IIT KGP on any matter relating to the bid.
- 5.2 Any effort by a bidder to influence SRIC, IIT KGP in SRIC, IIT KGP's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.



6. AWARD of Contract

- 6.1 IIT KGP-SRIC shall award the contract to the Bidder(s) whose Bid(s) has been determined to be substantively responsive, eligible and qualified, technically suitable and who has offered the lowest evaluated bid price as per evaluation criteria detailed in the tender document. The contract will be awarded based on the guidelines mentioned in the 'Public Procurement (Preference to Make in India), Order 2017' order no. P- 45021/2/2017-PP (B.E.-II) dated. 16/09/2020 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (Public Procurement Section) and Purchase Preference and facilities to MSEs (Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 and its amendments 09.11.2018) and any subsequent revision thereafter.
- 6.2 Award of work shall be considered on the basis of requirement as assessed by SRIC, IIT KGP.
- 6.3 A purchase order will be issued by SRIC, IIT KGP to the successful bidder.
- 6.4 The Agency should supply the equipment as early as possible after the award of purchase order.
- 6.5 Upon the successful bidder furnishing of performance security pursuant to clause 2 Section III, IIT KGP-SRIC shall discharge the bid security in pursuant clause to 8, Sec II.
- 6.6 The selection of the agency will be at the sole discretion of the SRIC, IIT Kharagpur.
- 6.7 It shall be mandatory for the successful bidder to be registered on GeM and obtain a unique GeM seller ID before the placement of LoA or the contract. This ID shall be incorporated in the contract.

7. SRIC, IIT KGP's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

IIT KGP –SRIC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of SRIC, IIT KGP's action.

8. JURISDICTION

This tender and or the contract or work order issued under this tender shall be governed by Laws of India and shall be exclusive jurisdiction of courts at Medinipur, West Bengal.

9. TAXES

Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

10. DUTIES

IIT Kharagpur is exempted from paying custom duty under notification No.51/96 (partially or full) and necessary "Custom Duty Exemption Certificate" can be issued after



providing following information and Custom Duty Exemption Certificate will be issued to the shipment in the name of the Institute, (no certificate will be issued to third party): The procured product should be used for teaching, scientific and research work only.

11. Bidders should be the manufacturer / authorized dealer. Letter of Authorization from original equipment manufacturer (OEM) on the same and specific to the tender should be enclosed.

(ii) An undertaking from the OEM is required stating that they would facilitate the bidder on a regular basis with technology/product updates and extend support for the warranty as well.

(iii) OEM should be internationally reputed Branded Company.

(iv) Non-compliance of tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between bidder specification and supporting documents etc. may lead to rejection of the bid.

(v) In the tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

(vi) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

12. Conflict of Interest

Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive. Bidder shall be required to declare the absence of such conflict of interest on Company Letter-head Along with supporting documents, if any. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:

(I) directly or indirectly controls, is controlled by or is under common control with another Bidder; or

(II) receives or have received any direct or indirect subsidy/ financial stake from another bidder; or

(III) has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorised distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or

(IV) has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or

(V) participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or

(VI) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Detailed Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc) of this Tender process; or

(VII) has a close business or family relationship with a staff of the Procuring Organisation who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.



SECTION - III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

The general condition shall apply in contracts made by IIT KGP-SRIC for the procurement of goods/services.

2. PERFORMANCE SECURITY

- 2.1 The successful bidder shall be required to deposit**(3-5%)** of the total value (including all taxes) of the order as performance security, within 14 days of issue of Purchase Order /letter of intent in the form of D.D*/Pay Order*/Insurance Surety bonds/Fixed Deposit Receipt*/Bank Guarantee /performance security bond prescribed in Section (VIII) from commercial bank drawn in favour of "**IIT Kharagpur, payable at Kharagpur**" and the bank guarantee shall remain valid for 60 days beyond the date of completion of all contractual obligation of supplier including warranty obligation for the equipment/goods.
- 2.2 The amount of performance security so withheld will be discharged after the warranty period is over.
- 2.3 If the contractor fails or neglects any of the bid obligations under the contract it shall be lawful for IITKGP-SRIC to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure.
- 2.4 The proceedings of performance security shall be payable to IITKGP-SRIC as compensation for any loss resulting from Supplier/Agency's failure to complete its obligation under the contract.
- 2.5 The performance security bond shall be extended suitably in the event of extension of period of contract or till all obligations under the contract has been satisfied.

*Performance Security will not be carrying any interest.

3. PAYMENT TERMS

100% Payment will be made on submission of all required documents (Including PBG) by the supplier/contractor after receipt and satisfactory installation (as certified by the concerned PI) of the store at the designated place in IITKGP.

4. PRICES

- 4.1 The rates quoted for the equipment shall be for free delivery and installation at **IITKGP-SRIC (designated Laboratories/Department/Centre/Schools)**
- 4.2 Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the price quoted by the supplier in his bid.
- 4.3 Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time.



- 4.4 In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take the benefit of decrease in these taxes/duties for the supplies made from the date of enactment of revised duties/taxes.
- 4.5 In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.
- 4.6 Any increase in taxes and others statutory duties/levies after the expiry of scheduled delivery date or award of contract/work order shall be to the supplier account. However, benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier.

5. CHANGES IN PURCHASE ORDERS

- 5.1 SRIC, IIT KGP may, at any time, by a written order given to a Supplier/ Agency, make changes within the general scope of the contract related to terms & references, enlarging the scope, analysis or specifications.
- 5.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the Supplier/Agency for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

6. Liquidated Damage Clause

The Liquidated Damages shall be levied, for delay in supply beyond the contractual delivery date at the rate 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price of the stores the delivery of which is delayed, for each month or part of a month.

7. As per Ministry of Finance, Deptt. of Expenditure, Public Procurement Division Order (Public Procurement No.4) issued from file No.F.7/10/2021-PPD(1) dated 23rd February, 2023 and any amendment made thereafter regarding Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 2017, it is directed that any bidder from a country which shares a land border with India and any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority i.e. the Deptt. for Promotion of Industry and Internal Trade (DPIIT). The said order will not apply to bidders from those countries (even sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (updated lists of the countries are given in the Ministry of External Affairs)

“Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC) Comprehensive Maintenance Contract (CMC), consumables for closed system from OEMs or their authorized agent, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participated in a procurement process.



“Bidders from a country which shares a land border with India” for the purpose of this Order means:

- i. An entity incorporated, established or registered in such a country; or
- ii. A subsidiary of an entity incorporated, established or registered in such a country; or
- iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- iv. An entity whose beneficial owner is situated in such a country; or
- v. An Indian (or other) agent of such an entity; or
- vi. A natural person who is the citizen of such a country; or
- vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

The beneficial owner for the purpose of above will be as under: -

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercise control through other means.

Explanation-

- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of share or capital or profit of the company;
- b. “Control” shall include the right to appoint majority of the directors or to control the management of policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

An agent is a person employed to do any act for another, or to represent another in dealings with the third person.

For Works contracts, including Turnkey contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

A certificate shall be submitted by bidders in the tender documents regarding their compliance with the said order. If the certificate submitted by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law. **Section XIII** (For Goods/ Services contracts)/ **Section XIV** (For Works contracts, including Turnkey contracts)

8. It is mandatory for bidders to quote items having local content more than 20%. Refer revised Public Procurement (Preference to Make in India), Order 2017 P-45021/2/2017-B.E-II dated 04.06.2020 issued by DPIIT, Ministry of Commerce and Industry, Govt. of India. (Submit duly filled Section-XI for the same)



9. FORCE MAJEURE

- 9.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, or hostility, acts of the public enemy, civil commotion, sabotage , fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of SRIC, IIT KGP as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.
- 9.2 Provided, also that if the contract is terminated under this clause, SRIC, IIT KGP shall be at liberty to take over from the contractor at a price to be fixed by SRIC, IIT KGP, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the contractor at the time of such termination or such portion thereof as SRIC, IIT KGP may deem fit, except such materials, bought out components and stores as the contractor may with the concurrence of SRIC, IIT KGP elect to retain.

10. TERMINATION FOR DEFAULT

- 10.1 SRIC, IIT KGP may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier/ Agency, terminate this contract in whole or in part,
- If the Supplier/ Agency fails to deliver satisfactorily any or all of the goods & services within the time period (s) specified in the contract, or any extension thereof granted by IIT KGP-SRIC.
 - If the Supplier/ Agency fails to perform any other obligation(s) under the Contract; and
 - If the Supplier/ Agency, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as SRIC, IIT KGP may authorize in writing) after receipt of the default notice from SRIC, IIT KGP.

- 10.2 In the event SRIC, IIT KGP terminates the contract in whole or in part to SRIC, IIT KGP may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the Supplier/Agency shall be liable to SRIC, IIT KGP for any excess cost for such similar supplies. However, the Supplier/Agency shall continue the performance of the contract to the extent not terminated.

11. REJECTION:

In the event that any of the stores supplied by the Contractor is found defective in material or workmanship or otherwise not in conformity with the requirements of the Contract



specifications, the purchaser shall either reject the stores or request the Contractor, in writing, to rectify the same. The Contractor, on receipt of such notification, shall either rectify or replace the defective stores free of cost to the purchaser. If the Contractor fails to do so, the purchaser may at his option either –

- (a) replace or rectify such defective stores and recover the extra cost so involved from the Contractor, or
 - (b) terminate the Contract for default as provided under clause 8 above, or
 - (c) acquire the defective stores at a reduced price considered equitable under the circumstances.
- The provision of this article shall not prejudice the Purchaser's rights

12. REPLACEMENT:

If the stores or any portion thereof is damaged or lost during transit, the Purchaser shall give notice to the Contractor setting forth particulars of such stores damaged or lost during transit. The replacement of such stores shall be effected by the Contractor within a reasonable time to avoid unnecessary delay in the intended usage of the Stores. In case the purchaser agrees, the price towards replacement items shall be paid by the purchaser on the basis of original price quoted in the tender or as reasonably worked out from the tender.

13. TERMINATION FOR INSOLVENCY

SRIC, IIT KGP may at any time terminate the Contract by giving written notice to the Supplier/ Agency, without compensation to the Supplier/ Agency. If the Supplier/ Agency becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SRIC, IIT KGP.

SECTION - IV

Special conditions of the Contract: -

1. The special conditions of the contract shall supplement the 'Instructions to the Bidders' as contained in Section II & "General Conditions of the Contract" as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III.
2. If the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.
4. Any clarification issued by purchaser in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
5. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid as per bid declaration form.
6. The bidder has to arrange demonstration of the product to be supplied at his own cost.
7. The Agency shall be responsible for compliance of all applicable laws, codes, statutory Regulations & established practice as required for performance of services under this contract. Whether now in force or which may hereinafter come in force during the currency of the contract and or extension thereof.



8. Bids with false declarations regarding Local contents shall be rejected as responsive, in addition to punitive actions under the MII orders and for violating the Code of Integrity as per the Tender Document.

9. **Invoices should be in the name of The Dean (R&D), IIT Kharagpur, Kharagpur-721302, Dist: Paschim Medinipur, West Bengal, India.**



Tender No. :-

Date with Company Seal

SECTION – V

DETAILED TECHNICAL SPECIFICATIONS

Name of the Equipment

Quantity – 01 No.

(Techno-Commercial Terms and Conditions to be submitted by the vendor/firm on its official letter head)

Techno-Commercial Terms & Conditions:

- | | |
|-------------------------------|---|
| 1. Prices (quoted in INR) : | FOR IIT Kharagpur |
| 2. Payment : | Should be clearly mentioned, as per payment terms |
| 3. Validity of the quotation: | |
| 4. Delivery Period : | |
| 5. Warranty : | Comprehensive onsite warranty for three (03) years |
| 6. Order to be placed to : | M/s. _____

_____ |

Signature _____
Name _____
Designation _____

Seal of the firm/organization

Indian Institute of Technology Kharagpur invites online Bids (Technical bid and Commercial bid) from all domestic manufacturer having registered office in India and experienced OEM (Original Equipment Manufacturer) OR OEM Authorized Dealer

A complete set of tender documents may be Download by prospective bidder free of cost from the website <http://eprocure.gov.in/eprocure/app>. Bidder has to make payment of requisite fees (i.e. Tender fees, if any and EMD) in the form of D.D*/Pay Order*/Insurance Surety bonds/Fixed Deposit Receipt*/Bank Guarantee /Banker's Cheque from any of the commercial bank or payment online (RTGS/NEFT) in an acceptable form only.



Tender No. :-

Date with Company Seal

SECTION – VI
TECHNICAL BIDS

Specification of the equipment / item (in detail) to be purchased

Details of Technical Specifications	Whether complied with YES/NO	If yes, please attach Tech literature of the equipment duly printed & clearly specify page No of Bulletin which specifically confirm this	If no, attach deviation statement	Remarks (if any)

Note: Please indicate the page numbers where documents uploaded /attached. The entire tender document should be serially page numbered including enclosures.

- N.B.: - 1. All the bidders are requested to provide true statement in the columns. Concealing of facts will liable to be rejected the tender completely. No communication will be made in this regard.
2. Category of classification of the goods in its packing as per IATA definition inclusive of nature of sensitivity and volume of cargo.
3. Separate page, if required may be used for the stated information with same format.

Signature of Tenderer with office seal



SECTION - VII

Price BID DECLARATION

No. IIT/SRIC/Dept. Code/Project Code/PI(Short)/25-26/EQ-

Date: ___/___/___

To

Prof./Dr. Name of the PI,

Name of the Department

Indian Institute of Technology Kharagpur

P.O.: Kharagpur, Dist: Medinipur (West)

Kharagpur - 721302

Dear Sir,

Having examined the conditions of contract and specifications including addenda Nos. (If any) the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide as per tender terms and conditions in conformity with the supply of the equipment, conditions of contract and specifications for the sum shown as per Section V, Section VI and price as per BOQ.xls format under Financial Cover and made part of this Bid.

We undertake, if our Bid is accepted, to commence deliveries within schedule time frame and to complete delivery of all the supplies specified in the contract within as per schedule calculated from the date of issue of your purchase order/RO.

If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for(3-5%) of the cost of equipment.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid, you may receive.

We have applied and have submitted required bid security as per clause 8, section II of tender document.

Dated this day of 2025

Name and Signature

In the capacity of

Duly authorized to sign the bid for and on behalf of



Tender No. :-

Date with Company Seal

SECTION - VIII

PERFORMANCE SECURITY GUARANTEE BOND

In consideration of Indian Institute of Technology Kharagpur, (SRIC) (herein after called the “SRIC, IIT KGP”} 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 _____ for the supply of _____ (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 SRIC, IIT KGP 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.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demanded from SRIC, IIT KGP stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by SRIC, IIT KGP 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 supply as per schedule V & parameters for failure of compliance of intellectuels 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 SRIC, IIT KGP 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 _____.

3. We undertake to pay to SRIC, IIT KGP 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.

4. 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 SRIC, IIT KGP 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 equipment(s) expire.

5. We (name of the bank) _____ further agree with SRIC, IIT KGP that SRIC, IIT KGP 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 SRIC, IIT KGP 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 SRIC, IIT KGP 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.

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

Dated the _____ day of _____ for _____

(Indicate the name of bank)



SECTION - IX

Bid Security/EMD Details Proforma

Date: ___/___/___

Tender No. IIT/SRIC/Dept. Code/Project Code/PI(Short)/25-26/EQ-

The EMD of **Rs.....** has been deposited in the Bank Account Number 95562200002545, Name of the Bank: Canara Bank, Branch: SRIC IIT Kharagpur, IFSC Code : CNRBo019556 . Details are given below.

For Online only (RTGS/NEFT)

Name of the Transferor Bank Account with Branch	Amount	Date of Transfer	UTR / Transaction No

For Offline only (in favour of the IIT KHARAGPUR and Payable at KHARAGPUR)

Name of the Bank	Amount	Date of Issue	Number of D.D*/Pay Order*/Insurance Surety bonds/Fixed Deposit Receipt*/Bank Guarantee /Banker's Cheque

Note: Scan copy of D.D*/Pay Order*/Insurance Surety bonds/Fixed Deposit Receipt*/Bank Guarantee /Banker's Cheque to be attached in the tender documents.

Note:

In case of MSME where the EMD is Exempted, IIT Kharagpur will give exemption for submission of Tender Fee and EMD to the bidders, who are registered with MSME or Central Purchase Organization or start-ups as recognized by DIPP as per revised rule 170 of GFR-2017 only. However, proper and valid documents in this regard must be submitted by the bidders in support of their claim.

Certificate for MSME etc. should be uploaded, failing which bid will be rejected.

In case the bid is submitted as an Indian arm of a foreign bidder and the eligibility criteria conditions were met through foreign company, then the EMD exemption cannot be claimed under the MSME status of India arm/subsidiary. Thus a bidder who solely on its own, fulfils each eligibility criteria condition as per the tender terms and conditions and who are having MSE status, can claim EMD exemption/tender fee.

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



**PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/UNSUCCESSFUL BIDDER
RTGS/National Electronic Fund Transfer (NEFT) Mandate Form**

1.	Name of the Bidder	
2.	Permanent Account No (PAN)	
3.	Particulars of Bank Account	
	a) Name of the Bank	
	b) Name of the Branch	
	c) Branch Code	
	d) Address	
	e) City Name	
	f) Telephone No	
	g) NEFT/ RTGS	
	h) IFSC / Swift Code	
	i) 9 Digit MICR Code appearing on the cheque book	
	j) Type of Account	
	k) Account No.	
4.	Email ID of the Bidder	



Bid Security Self Declaration Form

Date: ___/___/___

Tender No. IIT/SRIC/Dept. Code/Project Code/PI(Short)/25-26/EQ-

To

The Dean (R&D)

Indian Institute of Technology Kharagpur

Sponsored Research and Industrial Consultancy

P.O.: Kharagpur, Dist: Medinipur (West)

Kharagpur - 721302

I/We The undersigned, declare that:

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



Tender No. :-

Date with Company Seal

SECTION X
UNDERTAKING

I hereby undertake and declare that the agency M/S..... have not been black listed by any Government Organizations, autonomous bodies, Department of Government of India and Department of Government of West Bengal and any others State Government in India.

Signature of the Authorized Persons.....

Name & Seal of the Company

Date:

Place:



Tender No. :-

Date with Company Seal

SECTION XI

Self-Certificate for Local Content

- A.** *We [name of manufacturer] hereby confirm in respect of quoted item(s) that Local Content is equal to or more than 50% and come under ‘Class-I Local Supplier’ Category. The percentage of local content is_____. As being ‘Class-I Local Supplier’, we are eligible for Purchase Preference under ‘Make in India’ Policy vide GoI Order no. P- 45021/2/2017-PP (B.E.-II) dated 16th September, 2020. The stated local content shall not include the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.

OR

*We [name of manufacturer] hereby confirm in respect of quoted item(s) that Local Content is more than 20% but less than 50% and come under ‘Class-II Local Supplier’ Category. The percentage of local content is_____. The stated local content shall not include the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition

* Strike out whichever is not applicable

- B.** The details of the location(s) at which the local value addition made is/are as under:

- 1.....
- 2.....

- 3.....

- C. Country of Origin** _____

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Date:

Seal & Signature of the
Bidder

Note: Clarification for local content calculation as per OM No. P-45021/102/2019/BE-II-Part (1) (E-50310), dated March 4, 2021 of Government of India, Ministry of Commerce and Industry, Department of Promotion of Industry and Internal Trade, Public Procurement Section.



Tender No. :-

Date with Company Seal

SECTION XII

ORIGINAL EQUIPMENT MANUFACTURER (OEM) Manufacturing authorisation form (MAF) (*On Letter Head of Manufacturer*)

To

The Dean (R&D)
Indian Institute of Technology Kharagpur
Sponsored Research and Industrial
Consultancy
P.O.: Kharagpur, Dist: Medinipur (West)
Kharagpur - 721302
Dear Sir,

We manufactures of original equipment at (.....) address of factory..... do hereby authorize M/s (*Name and address of Agent*) to submit a bid, negotiate and receive the order against your tender enquiry.

M/s. is authorized to bid and conclude the contract in regard to this business.

We hereby extend our full guarantee and warranty as per clause of the terms and conditions NIT for the goods and services offered by the above firm.

Yours Faithfully,

(Name)

(Name & Seal of Manufactures)

Note: -

1. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. **One manufacturer can authorize only one agent/dealer**

2. The letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The same should be included by the bidder in its techno-commercial unpriced bid.

Tender No. :-

Date with Company Seal



SECTION XII

<On Organization Letter Head>

(For Goods/ Services Contracts)

CERTIFICATE

I have read the clause related to insertion of Rule 144 (xi) in the General Financial Rules 2017 vide O.M No.F.7/10/2021-PPD(1) dated 23rd February, 2023 (Public Procurement No.4) and any amendment made thereafter of the Ministry of Finance regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that this bidder is not from such a country.

OR (whichever is applicable)

I have read the clause related to insertion of Rule 144 (xi) in the General Financial Rules 2017 vide O.M No.F.7/10/2021-PPD(1) dated 23rd February, 2023 (Public Procurement No.4) and any amendment made thereafter of the Ministry of Finance regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that this bidder is from _____ (Name of Country) and has been registered with the Competent Authority. I also certify that this bidder fulfills all the requirements in this regard and is eligible to be considered. (Copy/ evidence of valid registration by the Competent Authority is to be attached)

AND

I have read the clause regarding restriction on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent Authority

OR (whichever is applicable)

I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement.

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Signature of Bidder/ Agent

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____



Tender No. :-

Date with Company Seal

SECTION XIV

<On Organization Letter Head>

(For Works Contracts, including Turnkey contracts)

CERTIFICATE

I have read the clause related to insertion of Rule 144 (xi) in the General Financial Rules 2017 vide O.M No.F.7/10/2021-PPD(1) dated 23rd February, 2023 (Public Procurement No.4) and any amendment made thereafter of the Ministry of Finance regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to supplier/contractors from such countries and hereby certify that this bidder is not from such a country and will not sub-contract any work to a supplier/contractor from such countries unless such supplier/contractor is registered with the Competent Authority.

OR (whichever is applicable)

I have read the clause related to insertion of Rule 144 (xi) in the General Financial Rules 2017 vide O.M No.F.7/10/2021-PPD(1) dated 23rd February, 2023 (Public Procurement No.4) and any amendment made thereafter of the Ministry of Finance regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to supplier/contractors from such countries and hereby certify that this bidder is from

_____ (Name of Country) and has been registered with the Competent Authority and will not sub-contract any work to a supplier/contractor from such countries unless such supplier/contractor is registered with the Competent Authority. I also certify that this bidder fulfills all the requirements in this regard and is eligible to be considered. (Copy/ evidence of valid registration by the Competent Authority is to be attached

AND

I have read the clause regarding restriction on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent Authority

OR (whichever is applicable)

I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement.

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Signature of Bidder/ Agent

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____



Tender No. :-

Date with Company Seal

SECTION XV
TENDER DOCUMENT FOR PURCHASE OF (Name of the Equipment)

TENDER NO. IIT/SRIC/Dept. Code/Project Code/PI(Short)/25-26/EQ-

CHECKLIST FOR THE TENDERER

***Supportive Documents must enclose for fulfilling Eligibility criteria, to be submitted by the Tenderer**

Name and Address of the Tenderer:		List of Equipment Quoted
Bid Security Self Declaration Format		Yes/ No
01	Minimum Five (5) years' experience in the field of supply of laboratory equipment	Yes/No
02	Average Annual Turnover of at least 0,00,000 INR (Min 50% of estimated value) during last 3 financial years i.e.2022-23, 2023-24 and 2024-25 is required	
03	A bid form at a prescribed Format	
04	Bid Security/EMD Details Proforma	
05	Audited Financial Statement for last three financial years (i.e. 2022-23, 2023-24 and 2024-25)	
06	Copy of IT Return Acknowledgement for the preceding three financial years (i.e. 2021-22, 2022-23 and 2023-24)	
07	Registration Certificate/Certificate of incorporation, if any	
08	Must have supplied similar equipment to laboratories of State or Central Government Institutions or reputed Educational or Research Institution and proof of such supplies should be produced	
09	GST Registration Certificate	
10	Copy of PAN./CIN No. of the Company	
11	Authorized dealer Certificate from Manufacturer	
12	Lists of clients with reference in minimum five firms with name, designation and contact details	
13	Brief on supply of laboratory equipment handled during last five years	
14	List of offices/branches in India, with address and contact details	
15	Contact Person Mobile No. & Land Line	
16	Self-Certificate for Local Content	
17	OEM Authorization	
18	Solvency Certificate	



19	(For Goods/ Services Contracts) Certificate - Bidder Not from/ from Country sharing Land border with India & Registration of Bidder with Competent Authority	
20	(For Works Contracts, including Turnkey Contracts) Certificate – Bidder Not from/ from Country sharing Land border with India, Registration of Bidder with Competent Authority & not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority	

Signature of the Tenderer

Date:
Company Seal

Date with



17. Annexure-2

Global Tender Enquiry Document (GTE)

for

Purchase of _____ (Name of the Equipment)

***For & On Behalf of
SRIC IIT KHARAGPUR***

On E-Tender Basis

Tender No. IIT/SRIC/Dept. Code/Project Code/PI(Short)/25-26/EQ-

Sponsored Research and Industrial Consultancy (SRIC)

Indian Institute of Technology Kharagpur

Kharagpur - 721302

Email: _____ (PI's Institute Email ID)

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SECTION – I

No. IIT/SRIC/Dept. Code/Project Code/PI(Short)/25-26/EQ-

Date: ____/____/____

Invitation for Bids / Global Notice Inviting Tender (E-Procurement Mode)

Indian Institute of Technology Kharagpur set up by the Act of parliament called The Institutes 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. On behalf of Sponsored Research and Industrial Consultancy, INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR (IIT KGP), the Director, acting through the Dean (R&D) invites e-tender from established and reliable manufacturers, who fulfil the criteria mentioned in the tender documents for Supply of (Name of the Equipment). The list of equipment and their specifications are given in Section V.

Complete Tender Documents can be downloaded from the website "<https://eprocure.gov.in/eprocure/app>" from **00 May, 2025 to 00 June, 2025 upto 12:00 HRS.** IIT KGP -SRIC shall open the **Technical Bids Electronically** on the specified date and time at **IIT KHARAGPUR (SRIC).**

Interested eligible manufacturer 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 Earnest Money (EMD) of **Rs. (Rupees) (2% of Estimated cost)** shall be deposited in the form of D.D*/Pay Order*/Insurance Surety bonds/Fixed Deposit Receipt*/Bank Guarantee /Banker's Cheque from any of the commercial bank or payment online (RTGS/NEFT) in an acceptable form.

Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

The Competent Authority, 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.

Dated: ____/____/____

Dean (R&D)



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.

Sl. No.	Information	Details
01.	Tender Number and Date	 Date: _____
02.	EMD Amount (Will be accepted only through D.D*/Pay Order*/Insurance Surety bonds/Fixed Deposit Receipt*/Bank Guarantee /Banker's Cheque or payment online (RTGS/NEFT)). IIT Kharagpur-SRIC Bank details are as under: Name of the Bank A/C: ESD Account A/C No.: 95562200002545 Name of the Bank: Canara Bank Branch: SRIC IIT Kharagpur IFSC Code : CNRBo019556 Swift Code : CNRBINBBBBFD	INR 00,000/-
03.	Last date for submission of written queries for clarifications to the email id:	7 days before Last Date for Submission PI@iitkgp.ac.in (Institute email id)
04.	Clarifications start date on www.iitkgp.ac.in	_____
05.	Last date for submission of Tender (Online only)	_____ (Min 28 days) (12:00 HRS)
06.	Contact details	Name of PI Name of Dept. INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR PO: KHARAGPUR, DIST: MEDINIPUR (WEST) WEST BENGAL, INDIA - 721302
07	The date and time for opening of Technical Bid	 _____ (12:00 HRS)



SECTION - II **INSTRUCTIONS TO BIDDERS**

11. All offers in the prescribed format, should be submitted online before the time and date fixed for the receipt of offers as set forth in the tender papers. Offers received after the stipulated time and date will be summarily rejected.
12. The suppliers while claiming the payment will furnish the following certificate to the paying authorities. "We hereby declare that additional set offs/input tax credit to the tune of Rs. has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted".
13. Even for contracts where GST is payable, this input tax credit may become admissible to the supplies where the supplier happens to be located in the state in which GST has been implemented.
14. Any Indian Agent/Associate/Channel partner etc of Foreign Supplier cannot represent two suppliers or quote on their behalf.
15. In case the date of tender opening falls on a Gazetted holidays or is subsequently declared as such, the tenders will be opened on the next working day at the fixed time.
16. Tenderer should indicate their specific agreement to the following terms & conditions while submitting their offer:
 - (i) **Payment terms:** To accept payment terms as indicated in Section-II (clause 28) of Bid documents.
 - (ii) **Performance Bank guarantee:** PBG of(3-5%) of the total value (including all taxes) of PO value as per Section-III General Terms and Conditions (clause 18) of Bid document.
 - (iii) **Liquidated Damage:** To accept LD clause as detailed in Section-III General Terms and Conditions (clause 15) of Bid document.
 - (iv) Warranty period as per Section-IV (clause 8) of Special Conditions of Contracts.
17. In case Tenderer himself is not manufacturer of the item, they must attach valid tender specific authorization certificate and proforma quotation from their principal.
18. When payment is made through letter of credit, LC opening charges will be on IIT Kharagpur-SRIC. Unless otherwise indicated the payment will be negotiated against documents as below
 - (i) Supplier's detailed invoice showing quantity, description/part no of the material as per contract, rates and total price of the materials delivered on FOB/FCA.
 - (ii) Manufacturer's work test certificate issued by manufacturers.
 - (iii) One copy of the packing list indicating contents of the materials Box wise, marking, net weight, gross weight and over all dimension.
 - (iv) A certificate showing the country of origin of materials supplied.
 - (v) Certificate along with a copy of email stating that the original shipping documents have been forwarded to the port consignee in India by first class airmail. Also copies of shipping documents viz Airway bill/bill of lading, country of origin, invoice, packing list have been sent to their agencies as per terms and conditions of this contract. Documentary proof in the form of email/postal/courier receipt should accompany the certificate.
 - (vi) Purchaser has been advised of the closing particulars of shipment by e-mail.
 - (vii) Certificate that the firm shall comply with the warranty obligation under this contract pursuant to the warranty.
19. All information in the offer must be in English. Information in any other language must be accompanied by its authenticated translation in English; failure to comply with this may render the offer liable to be rejected. In the event of any discrepancy between an offer in a language other than English and its English translation, the English translation will prevail.
20. The equipment/Spares offered should be in accordance with the specifications / stipulated drawings in "DETAILED TECHNICAL SPECIFICATIONS (Section-V)". Details of variations from the specifications / drawings, if any, should be clearly indicated and in such an event, a certificate from the users must be



furnished to the effect that the product offered is and alternative acceptable to the users in the country of origin and in one or more other countries. The names of users in those foreign countries should also be indicated.

21. AGENTS AND SERVICE FACILITIES IN INDIA

- 21.1 IIT Kharagpur, SRIC would prefer to deal with manufacturer of stores directly and not with agent, brokers & middlemen. Manufacturers are, therefore, encouraged to quote against the tender. Foreign firms quoting directly against the enquiry and who want Indian Agent/Associates and/or servicing facilities in India should indicate in their offer the name of their Indian Agents/Associates or the representatives they have for servicing in India, they should quote on FOB/FCA price.
- 21.2 The following particulars are also required to be furnished by Tenderers failing which their offers are liable to be ignored:-
- (i) The precise relationship between the foreign manufacturers/principals and their Indian Agent/Associates,
 - (ii) The mutual interest which the manufacturers/principals and the Indian Agents/Associates have in the business of each other.
 - (iii) Indian Agent's Income-tax payment account number;
 - (iv) All services to be rendered by the Agent/Associate whether of general nature or in relation to the particular contract and the facilities/infrastructure available with them for the same.

22. In a tender, either the Indian agent on behalf the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

23. If an agent submits bid on behalf of the Principal OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

24. The agent is official representative of Manufacturer/Principal/Bidder. Accordingly, Manufacturer/Principal/Bidder shall be fully responsible for the conduct of their appointed agent. This may please be noted.

25. QUALIFICATION CRITERIA

The invitation of bids is open to all manufacturer / authorized agents / Associates, who fulfil the criteria as specified below:

- 25.1 The tenderer shall provide satisfactory evidence acceptable to the Purchaser to show that-
- (i) The tenderer must be a licensed manufacturer or it's authorized Indian Agent. They may authorise their agent as per proforma of Manufacturer authorization form as given in the tender enquiry document to quote and enter into a contractual obligation.
 - (ii) The Manufacturer should have supplied and installed in last Five years from the date of Tender Opening, at least 25% of the quoted quantity (rounded off to next whole number) of the similar equipment meeting major parameters of technical specification which is functioning satisfactorily.
 - (iii) However, in case quoted quantity is one, the Manufacturer should have supplied and installed at least one quantity of the similar equipment meeting major parameters of technical specification which is functioning satisfactorily in last Five years from the date of Tender Opening
 - (iv) The Tenderer quoting as authorized representative of the manufacturer meeting the above criteria 15.1 (ii) or (iii) should have executed at least one contract in the last five years from the date of tender opening of similar equipment meeting major parameters of Technical specification which is functioning satisfactorily, anywhere in India of the same manufacturer.
 - (v) Tenderer has adequate plant and manufacturing capacity to manufacture and supply the items offered within the delivery schedule offered by him;
 - (vi) Tenderer has established quality control system and organization to ensure that there is adequate control at all stages of the manufacturing process.
- 25.2 For purposes of para-15.1. the tenderers should additionally submit-
- (i) In support of 15 (ii), 15 (iii) & 15 (iv), the Tenderer shall furnish Performance statement in the enclosed in Section XIV.



The Manufacturer/Indian Agent as Tenderer shall furnish Satisfactory Performance Certificate/Installation Reports in respect of above, along with the tender.

- (ii) a statement indicating details of equipment employed and quality control measures adopted as in Section XV.

25.3 Tender shall submit audited balance sheets for the last three years. Annual Turnover statements should be certified by Chartered Accountant/ Certified Public Accountants or equivalent bearing their membership Number.

25.4 The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre-determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.

26. As per Ministry of Finance, Deptt. of Expenditure, Public Procurement Division Order (Public Procurement No.4) issued from file No.F.7/10/2021-PPD(1) dated 23rd February, 2023 and any amendment made thereafter regarding Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 2017, it is directed that any bidder from a country which shares a land border with India and any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority i.e. the Deptt. for Promotion of Industry and Internal Trade (DPIIT). The said order will not apply to bidders from those countries (even sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (updated lists of the countries are given in the Ministry of External Affairs)

“Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC) Comprehensive Maintenance Contract (CMC), consumables for closed system from OEMs or their authorized agent, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participated in a procurement process.

“Bidders from a country which shares a land border with India” for the purpose of this Order means:

- i. An entity incorporated, established or registered in such a country; or
- ii. A subsidiary of an entity incorporated, established or registered in such a country; or
- iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- iv. An entity whose beneficial owner is situated in such a country; or
- v. An Indian (or other) agent of such an entity; or
- vi. A natural person who is the citizen of such a country; or
- vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

The beneficial owner for the purpose of above will be as under:-

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercise control through other means.

Explanation-

- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of share or capital or profit of the company;
- b. “Control” shall include the right to appoint majority of the directors or to control the management of policy decisions including by virtue of their shareholding or management rights or shareholders’ agreements or voting agreements;



2. In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

An agent is a person employed to do any act for another, or to represent another in dealings with the third person.

For Works contracts, including Turnkey contracts, the successful bidder shall not be allowed to sub-contract works to any supplier/contractor from a country which shares a land border with India unless such supplier/contractor is registered with the Competent Authority.

A certificate shall be submitted by bidders in the tender documents regarding their compliance with the said order. If the certificate submitted by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law. **Section XII** (For Goods/ Services contracts)/ **Section XIII** (For Works contracts, including Turnkey contracts)

Note: “We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money”

- 26.1 In addition to the above, information regarding his capacity/capability, if required by the purchaser shall be promptly furnished by the tenderer.
- 26.2 Tenderer not submitting the requisite information may note that his offer is liable to be ignored.

27. 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.

28. BID DOCUMENTS

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.

D. PREPARATION OF BIDS

Bidder should take into account any corrigendum published on the tender document through CPP Portal and the Institute's web site i.e. (www.iitkgp.ac.in) before submitting their bids.

29. DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall comprise the following components (these will also be used for determining the eligibility criteria)



- 29.1 Documentary evidence established in accordance with the eligibility criteria explained above that the bidder is eligible to bid and is qualified to perform the contract if the bid is accepted.
- 29.2 A bid form and price schedule completed in accordance with the guideline.
- 29.3 Bidder shall furnish a clause-by-clause compliance to the requirements and commercial conditions demonstrating responsiveness to terms and conditions. A bid without clause-by-clause compliance of terms and conditions shall not be considered.
- 29.4 Email id and phone number of the contact person of the firm.

30. BID FORM

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

31. BID SECURITY

- 31.1 The bidder shall furnish, as part of his bid, a bid security/EMD as per Format specified in Section IX.
- 31.2 IIT Kharagpur will give exemption for submission of Tender Fee and EMD to the bidders, who are registered with MSME or Central Purchase Organization or startups as recognized by DIPP as per revised rule 170 of GFR-2017 only. However, proper and valid documents in this regard must be submitted by the bidders in support of their claim.
- 31.3 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.

32. PERIOD OF VALIDITY OF BIDS

- 32.1 Bid shall remain valid for 150 days after the date of opening of bids prescribed by IIT KGP-SRIC. A bid valid for a shorter period shall be rejected by IIT KGP-SRIC as non-responsive.
- 32.2 In exceptional circumstances, IIT KGP-SRIC may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The Bid Security/EMD Details Proforma as per Section-IX shall also be suitably extended. A bidder accepting the request and granting extension will not be permitted to modify his bid.

33. LOCAL CONDITIONS

It will be imperative on each tenderer to fully acquaint himself of all the local conditions and factors which would have any effect on the performance of the contract and cost of the stores. In his own interest, the foreign tenderer should familiarise himself with the Income Tax act. 1961, the Companies Act. 1956, the Customs Act. 1962 and related Laws in force in India. The purchaser shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price, or time schedule of delivery of stores shall be entertained after the offer is accepted by the purchaser.

34. PRICE BASIS AND INDEMNITY

- 34.1 Prices indicated in the BOQ.xls Format under Financial Cover shall be entered in the following manner:
- 34.2 **PRICE BIDS FOR INDIAN FIRMS:** The bidder shall give FOR destination price, inclusive of all Levies & Taxes for equipment for IIT KGP-SRIC in INR only.



- 34.3 **PRICE BIDS FOR FOREIGN FIRMS:** In case of imports, the price should be quoted on FOB/FCA origin Seaport/Airport Basis only.

At any circumstances, it is the responsibility of the foreign supplier to handover the material to our forwarder at the origin airport after completing all the inland clearing. No Ex- Works consignment will be entertained.

Note: -Comparison of prices will be done ONLY on the bids submitted for the Main Equipment and anything asked as 'Optional' in the specs is not to be included for overall comparison.

- 34.4 The prices should be stated only in one currency and should be either in the currency of the manufacturer's country or an equivalent amount in the currency of the country of the tenderer. However, if the goods offered are manufactured in more than one country, the tenderer may state the bid price in the currency of the country of origin in which he wishes to be paid. Alternatively, tenderer may, at his option, state the entire bid price in U.S. Dollars.
- 34.5 The tenderers should quote their lowest possible price. Quotations should be made only for units specified in the "DETAILED TECHNICAL SPECIFICATIONS (Section-V)".
- 34.6 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 34.7 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.
- 34.8 Bidders desiring to offer discount shall modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free service, etc, into account".

35. INSURANCE

Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

- (a) In case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from ware house to ware house (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee. If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

- (b) In case of orders placed on FOB/FCA basis, the purchaser shall arrange for Insurance.

36. SPARE PARTS

- 36.1 If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:
- a) The spare parts as selected by the Purchaser/Consignee to be purchased from the supplier, subject to the condition that such purchase of the spare parts



shall not relieve the supplier of any contractual obligation including warranty obligations; and

- b) In case the production of the spare parts is discontinued:
 - (i) Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
 - (ii) Immediately following such discontinuation, providing the Purchaser/Consignee, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/Consignee.

36.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser/Consignee promptly on receipt of order from the Purchaser/Consignee.

37. INCIDENTAL SERVICES

- 37.1 Subject to the stipulation, if any, in the SCC, List of Requirements and the Technical Specification, the supplier shall be required to perform the following services.
- i) Installation & commissioning, Supervision and Demonstration of the goods
 - ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
 - iii) Training of Consignee's, Staff, operators etc. for operating and maintaining the goods
 - iv) Supplying required number of operation & maintenance manual for the goods

38. EVALUATION OF BIDS

38.1 The technical bids will be evaluated in two steps

The bids will be examined based on eligibility criteria stipulated at Section-II to shortlist the eligible bidders.

The technical bids of only the short listed eligible bidders shall be evaluated based on technical specifications stipulated.

The bidders whose technical bid is found to meet both the requirements as specified above will qualify for opening of the financial bid.

The duly constituted Tender Evaluation Committee (TEC) shall evaluate the bids. The TEC shall be empowered to take appropriate decisions on minor deviations, if any.

38.2 Comparison of Bids

Only the short-listed bids from the bid evaluation shall be considered for commercial / financial comparison. The Financial bids will be evaluated on the basis of prices quoted.

The contract will be awarded to lowest evaluated bidder

- 38.2.1 For purpose of the evaluation and comparison of offers, all prices shall be converted to Indian Rupees at the exchange rate for each of the currencies in which such prices are expressed, on the date of opening of tenders



38.2.2 For commercial comparison, import cost of 35% will be added to the FOB/FCA price and the lowest bidder will be identified from BOQ.xls under financial cover.

38.2.3 Bidder selected will be offered contract as per Section-II of the Tender Document.

38.2.4 SRIC-IIT KGP reserves the right to offer the contract to a qualified bidder.

38.2.5 SRIC-IIT KGP's decision in regard to evaluation & selection shall be FINAL and binding on the Agency and same shall not be challenged by the agency before the Court.

38.2.6 Discounts with conditions attached such as discounts having linkages to quantity, early payment, early Receipt Notes etc. will not be considered for evaluation purpose. Thus discounted rates, linked to quantities and prompt payment etc., will be ignored for determining inter-se price ranking position. If a firm quotes different rates for different quantity slabs, the highest of the rates so quoted will only be taken for determining the inter-se price ranking position.

Though the rates without considering discounts with conditions attached and highest of the rates of different quantity slabs shall only be considered for evaluation purpose, IIT Kharagpur-SRIC may avail the discounted/lowest of the slab rates, if otherwise firm's offer is found to be acceptable.

39. PAYMENT TERMS

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner

A) Payment for Domestic Goods or Foreign Origin Located Within India.

Payment shall be made in Indian Rupees as specified in the contract in the following manner:

100% payment would be made against 'Final Acceptance Certificate' as per Section XVI of goods to be issued by the consignees' subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. Final acceptance certificate will be released by the consignee on completion of installation, commissioning, training, successful running of equipment (at least 2-3 weeks) and handing over the equipment to the consignee.

B) Payment for Imported Goods

Payment for foreign currency shall be made in the currency as specified in the contract in the following manner:

On Shipment:

80% of the net FOB/FCA price of the goods shipped shall be paid through irrevocable Letter of Credit (LC)/Cash Against Shipping Documents (CAD)/Against delivery/after satisfactory installation by Swift T.T.

Letter of Credit (LC) will be established in favour of foreign Supplier after the submission of performance security. The letter of credit (LC) will be established on the exchange rates as applicable on the date of establishment. LC will be opened for 80% FOB/FCA value. 100% of the LC amount shall be released on presentation of complete and clear shipping documents and the remaining 20% by Swift T.T. of the Purchase Order value shall be released after satisfactory installation, commissioning and performance of the equipment at IIT Kharagpur post satisfactory certification by respective Principal Investigator (End



User). Irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill, marked freight pre-paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate as per terms of the tender clause and documents also to be submitted for payment of LC confirming that dispatch documents have already been sent to all concerned as per the contract within 24 hours;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection certificate issued by the nominated inspection agency, if applicable as per contract;
- (vii) Manufacturer's own factory inspection report and
- (viii) Certificate of origin by the chamber of commerce of the concerned country;
- (ix) Inspection Certificate for the despatched equipment issued by recognized/ reputed agency
- (x) Dispatch Clearance Certificate issued by IIT Kharagpur – SRIC

a) On Acceptance:

Balance payment of 20% of net FOB/FCA price of goods would be made against 'Final Acceptance Certificate' as per Section XVI to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any. Final acceptance certificate will be released by the consignee on completion of installation, commissioning, training, successful running of equipment (at least 2-3 weeks) and handing over the equipment to the consignee.

40. PACKING

- 40.1 The items tendered will have to undergo arduous transportation before reaching the destination and will have to be stored and handled in tropical climate conditions (including monsoons) before they are put to the actual use. it is therefore, imperative that packing for every items is decided by taking into consideration, inter - alia, the above vital factors, so as to eliminate damage/deterioration of items in transit/transhipment/handling or during storage.
- 40.2 The specification of the packing proposed shall be indicated.
- 40.3 The packing advices should bring out the weight, dimensions and size of each bundle/package. Where it is not possible to give weight of the bundles/packages, the supplier must indicate the volume to the bundles/packages, the number pieces per bundle/package, number of bundles/packages, and total weight of the items supplied.
- 40.4 Where the materials are shipped in bundles/packages the pieces in each bundles/package should be of uniform sizes to facilitate quick acceptance and payment. The number of pieces in each bundle/package should also be the same.

41. ACCEPTANCE OF TENDER



The Purchaser reserve the right to accept a tender for a part or whole of the quantity offered, reject any tender without assigning any reason and may not accept the lowest or any tender.

42. EFFECT AND VALIDITY OF OFFER

- 42.1 The submission of any offer connected with these specifications and documents shall constitute an agreement that the tenderer shall have no cause of action or claim against the purchaser for rejection of his offer. The purchaser shall always be at liberty to reject or accept any offer or offers at his sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the purchaser.
- 42.2 The offer shall be kept valid for a minimum period of one hundred and fifty (150) calendar days from the date of opening of tenders.
- 42.3 Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award is made by the purchaser to the tenderer. While the offers are under consideration, tenderers and/or their representatives or other interested parties are advised to refrain from contacting the purchaser by any means. If necessary, the purchaser may obtain clarifications on the offers by requesting for such information from any or all the tenderers, either in writing or through personal contact, as may be considered necessary. Tenderers are not permitted to change the substance of their offers after the offers have been opened.
- 42.4 The purchaser may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing (email). If the bidder agrees to the extension request, the validity of bid guarantee provided shall also be suitably extended. A bidder may refuse the request without forfeiting its bid guarantee. A bidder granting the request will not be permitted to modify its tender.

SUBMISSION OF BIDS

43. Information for Bidder on e-Procurement

- 43.1 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'.
- 43.2 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>]
- 43.3 It is mandatory for the bidders to get their firm/company registered with e-procurement portal <https://eprocure.gov.in/eprocure/app> to have user ID & password.
- 43.4 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.
- 43.5 Bidders may download and refer the "Instructions for Online Bid Submission" from (<https://eprocure.gov.in/eprocure/app;jsessionid=A8B54EEC72D86DF9AA9D9B2DDACDAB8D.eprocgep4?page=BiddersManualKit&service=page>).



- 43.6 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 Global NIT 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”.
- 43.7 Bill of Quantities with rates duly filled in are to be submitted in the format provided online in the name of “Financial Bid”.
- 43.8 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.
- 43.9 The bidders are advised to submit their e-bids well before the e-bid due date. IIT KHARAGPUR shall not be responsible for any delay in submission of e-bids for any reason including server and technical problems.
- 43.10 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.
- 43.11 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 colored (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.
- 43.12 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.
- 43.13 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.
- 43.14 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 43.15 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.
- 43.16 Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.



44. MISCELLANEOUS

- 44.1 In case tenderer himself is not the manufacturer of the item, valid authorization, certificate as per Section XI must be submitted along with offer otherwise offer is liable to be rejected.
- 44.2 Proforma quotation of principal is to be attached with the offer.
- 44.3 Tenderer must clearly indicate make & model no. of item offered and also submit detailed specification. Leaflets/catalogues marking the offered model, specifically, failing which the offer is likely to be ignored without any further reference to firm.
- 44.4 The tenderer must give details of supply of the quoted item in past with full particulars. The details of machinery & plants etc. must also be furnished along with the offer.
- 44.5 Firms must give specific comments/confirmation to each and every aspect to specification and clearly indicate compliance/non-compliance. In absence of their, offer will be taken as incomplete & the same may be passed over without any further reference to you.
- 44.6 Tenderers/suppliers while quoting in the tender as well as submitting their invoice/bill they should indicate the freight charges separately from the price of the goods.



SECTION - III

GENERAL TERMS AND CONDITIONS:

1. DEFINITIONS

Throughout these conditions and in the specifications, the terms:-

- (i) "**The Purchaser**" means the Director IIT Kharagpur, acting through the Dean (R&D). IIT Kharagpur, Po: Kharagpur, Dist: Medinipur (West), Pin: 721302 (West Bengal), INDIA, unless the context Otherwise provides.
- (ii) "**The Inspecting Officer**" means the person, firm or department or Project Investigator or his or her nominee as Nominated by the Purchaser to inspect the stores on his behalf and the Deputies of the Inspecting Officer so nominated.
- (iii) "**The Supplier/contractor**" means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the Supplier/contractor's successors (approved by the Purchaser), representatives, heirs, executors and administrators, as the case may be, unless excluded by the terms of the contract.
- (iv) "**Contract**" means and includes the bid invitation, instructions to tenderers, general conditions of contract, acceptance of tender including advance acceptance of tender, special conditions of contract, particulars and other conditions specified in the acceptance of tender, the agreement entered into between the Purchaser and the supplier/contractor including all attachments and Appendices thereto and all documents incorporated by reference therein and also includes a repeal order, which has been accepted or acted upon by the supplier/contractor and a formal agreement, if executed.
- (v) "**Performance Security**" means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (vi) "**Specification**" means the document/standard that prescribes the requirement with which goods or service has to conform.
- (vii) "**Inspection**" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (viii) "**Day**" means calendar day.

2. EXECUTIONS

The whole contract is to be executed in the most approved, substantial and workmanlike manner, to the entire satisfaction of the purchaser or his nominee, who, both personally and by his deputies, shall have full power, at every stage of progress, to inspect the stores at such times as he may deem fit and to reject any of the stores, which he may disapprove, and his decision thereon, and on any question of the true intent the meaning of the specifications shall be final and conclusive.

3. RESPONSIBILITY OF THE SUPPLIER/CONTRACTOR FOR EXECUTING CONTRACT

Risk in the Stores: The supplier/contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The Stores and every constituents part thereof, whether in possession or control of the supplier/contractor, his servants or a carrier, or in the joint possession of the supplier/contractor, his servants and the purchaser, his servants, shall remain in every respect at the risk



of the supplier/contractor until their actual delivery to the consignee at the stipulated place or destination or where so provided in the acceptance of tender, until their delivery to a person specified in the "Schedule of Requirements", as interim consignee for the purpose of dispatch to the ultimate consignee. The supplier/contractor shall be responsible for all loss, destruction, damage or deterioration of or to the stores from any cause what-soever while the stores after approval by the inspector are awaiting dispatch or delivery or are in the course of transit from the supplier/contractor to the consignee, or the interim consignee as the case may be. The supplier/contractor alone shall be entitled and responsible to make claim against respective authority like any carrier in respect of non-delivery, short delivery, misdelivery, loss, destruction damage or deterioration of the goods entrusted to such carrier by the supplier/contractor for transmission to the consignee or the interim consignee as the case may be

4. INDEMNITY

The supplier/contractor shall at all times indemnify the purchaser against all claims which may be made in respect of the said work for infringement of any right protected by patent registration design or trade mark; provided always that in the event of any claim in respect of an alleged breach of a patent registered or trade mark being made against the purchaser he shall notify the supplier/contractor of the same and the supplier/contractor shall be at liberty, but at his own expense, to conduct negotiations for settlement of any litigation that may arise therefrom.

5. PRICE TENDER

- 5.1 (i) Prices are to be quoted in the attached Price Bid format online
- (ii) The price should be quoted for the accounting unit indicated on the website

The bidder shall not submit hard copy of financial bid otherwise his tender shall be straightway rejected. Also, uploading the price bid in prequalification bid or technical bid will result in rejection of the tender.

Note: It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.

- 5.2 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

6. TRANSFER AND SUBLETTING

The supplier/contractor shall not sublet (otherwise than that which may be customary in the trade concerned), transfer assign or otherwise part with directly or indirectly to any person or persons, whatever is in this contract, or any part thereof without the previous written permission of the purchaser or his nominee.

7. DRAWINGS

If any figure of a drawing differ from those obtained by scaling the drawings, the figured dimensions shall be taken as correct.

8. ALTERATIONS

The purchaser or his nominee may require such alteration to be made on the work during its progress as he deems necessary. Should these alterations be such that either party to the contract considers an



alteration in price justified, such alteration shall not be carried out until amended price have been submitted by the supplier/contractor and accepted by the purchaser. Should the supplier/contractor proceed to manufacture such stores without obtaining the consent in writing of the purchaser to an amended price, he shall be deemed to have agreed to supply the stores at price as may be considered reasonable by the purchaser.

9. PROGRESS REPORT

The supplier/contractor shall render such reports as to the progress of the contract and in such form as may be called by the purchaser or his nominee. The submission and acceptance of those reports shall not prejudice the rights of the purchaser in this Contract in any manner.

10. DELIVERY

10.1. Delivery in FOB/FCA contract: The stores shall be delivered by the supplier/contractor free on board such vessels in such port or ports named in the quotation, as the purchaser or his nominee may require.

10.2 Such number of inspection certificates, advice notices, packing accounts and invoices, as may be required by the purchaser or his nominee, shall be furnished by the supplier/contractor at his own cost.

10.3 Freight for the conveyance of the stores or any part thereof will be engaged by the purchaser or his nominee, who will give due notice to the supplier/contractor about availability of vessels. Should the stores or any part thereof be not delivered within 7 days of the receipt of such notice by the supplier/contractor, the supplier/contractor will be liable for all payments and expenses that the purchaser incur or be put to, by reason of such non-delivery including dead and extra freight demurrage of vessels and any other charges incurred by the purchaser whatsoever.

11. CUSTOMS DRAWBACK

If, by reason of a customs notification published after the placing of the contract, the stores to be supplied shall become, on export, subject to customs drawback in respect of duty paid on them or on the materials used in their manufacture the supplier/contractor shall recover the amount of the drawback and the contract price of the stores shall be reduced by the amount so recovered.

12. PACKING

12.1 The supplier/contractor will be held responsible for the stores being sufficiently and properly packed so as to ensure their being free from any loss or injury on arrival at their destination.

12.2 Where materials are to be supplied in bundles, the gross weight should not exceed as per rule for shipments to Indian Port/Air Port.

13. SUPPLY OF DRAWINGS, TRACINGS AND SPECIFICATIONS

Any drawings, tracings or descriptions specified shall, unless otherwise directed, be furnished by the supplier/contractor with the first consignment of the work to which they relate and no payment whatsoever will be made until such drawings, tracings or descriptions have been furnished to the satisfaction of the purchaser.

14. DELIVERY PERIOD / DELAY IN SUPPLIER'S PERFORMANCE:

14.1 Timely delivery is required in terms of the condition of contract. The purchaser attaches the utmost importance to timely deliveries and requests the manufacturers to take note of the liquidated damages and risk purchase conditions as are applicable in case of delays in supplies.



- 14.2 Subject to the provision under General Terms and Conditions clause 15, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
- (i) imposition of liquidated damages,
 - (ii) forfeiture of its performance security and
 - (iii) termination of the contract for default.
- 14.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/ Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 14.4 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser/Consignee for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.
- 14.5 Passing of Property
- 14.5.1 The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the conditions of the contract
 - 14.5.2 Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.
 - 14.5.3 Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser.

15. LIQUIDATED DAMAGES

In the event of the supplier/contractor's failure to have stores ready for delivery by the time or times respectively specified in the letter of acceptance or contract, the purchaser may withhold any payment until the whole of the stores have been fully supplied or delivered and may deduct or recover from the supplier/contractor as Liquidated Damages. The Liquidated Damages shall be levied, for delay in supply beyond the contractual delivery date at the rate 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per General Terms and Conditions 17.

Provided, however that if the delay shall have arisen from any cause which the purchaser may admit as reasonable ground for further time, the purchaser may, at his discretion, allow such additional time as he may consider to have required by the circumstances of the case and shall forego the whole or such part, as he considers reasonable of his claim for such loss or damage as aforesaid.

16. DEFAULT AND RISK PURCHASE

- 16.1 Should the supplier/contractor fail to have the stores ready for delivery by the time or times agreed upon as aforesaid, or should the supplier/contractor in any manner otherwise fail to perform the contract, the purchaser shall have power to declare the contract at an end at the risk and cost of the supplier/contractor as provided in every way. In such a case, the supplier/contractor shall be liable



for any expenses, losses or damages which the purchaser may be put to incur or sustain by reason of or in connection with the supplier/contractor's default.

- 16.2 In the event of risk purchase being made against the contract the supplier/contractor will be liable to pay to the purchaser extra expenditure incurred i.e. in procuring the same or similar stores and/or equipment the difference between the rate quoted by the lowest acceptable tenderer against the tender and that at which the risk purchase contract is concluded, provided it is done within nine (9) months from the date of breach of the contract.
- 16.3 The cancellation of the contract may be either whole or part of the contract at purchaser's option. In the event of the purchaser terminating this contract in whole or in part, he may procure upon such terms and in such manner as he deems appropriate, supplies or services similar to those so terminated, if risk purchase is not rendered possible for any reason in which event the contract shall be liable to the purchaser for any excess costs for such similar supplies/or services. However, the supplier/contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

17. FORCE MAJEURE

In event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as insurrection, restraint imposed by the Govt., act of legislative or other authority; war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or acts of God the supplier/contractor shall within two weeks from the commencement thereof, notify the same in writing to the purchaser with reasonable evidence there of. If the force majeure condition (s) mentioned above will be in force for a period of 180 days or more at any times the purchaser shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days notice to the supplier/contractor in writing. In case of such termination no damages shall be claimed by either party against the other save and except those which had occurred under any other clause of this contract prior to such termination.

18. PERFORMANCE SECURITY

- 18.1 The successful bidder shall be required to deposit(3-5%) of the total value (including all taxes) of the order as performance security, within 14 days of issue of Purchase Order /letter of intent in the form of D.D*/Pay Order*/Fixed Deposit Receipt*/ Bank Guarantee (performance security bond prescribed in Section VIII) from commercial bank drawn in favour of "IIT Kharagpur, payable at Kharagpur" and the bank guarantee shall remain valid for 60 days beyond the date of completion of all contractual obligation of supplier including warranty obligation for the equipment/goods.
- 18.2 The amount of performance security so withheld will be discharged after the warranty period is over.
- 18.3 If the supplier/contractor fails or neglects any of the bid obligations under the contract it shall be lawful for IITKGP-SRIC to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure.
- 18.4 The proceedings of performance security shall be payable to IITKGP-SRIC as compensation for any loss resulting from Supplier/Agency's failure to complete its obligation under the contract.
- 18.5 The performance security bond shall be extended suitably in the event of extension of period of contract or till all obligations under the contract has been satisfied.
- 18.6 Performance Security will not be carrying any interest.

19. INSPECTION

- 19.1 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination. Inspection will be carried out by the purchaser or his nominee. The cost of inspection will be on purchaser's account subject to other provisions herein contained.



- 19.2 In final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract.
- 19.3 Principal/ Foreign supplier shall also have the equipment inspected by recognised/ reputed agency prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.
- 19.4 Third Party Inspection to include only Physical & Relevant records Inspection of the Ordered Goods. However, Dispatch Clearance Certificate is issued without prejudice to the Purchaser's right to accept/reject the Ordered Goods after it's arrival at site/destination, if not found in accordance with the Purchase Order during the installation and testing at site and during the performance guarantee period. This dispatch clearance certificate will not absolve manufacturer from his responsibility to ensure that the Ordered Goods supplied are totally in accordance with the Purchase Order/Notification of Award.
- 19.5 The stores (both Indian & Import origin goods) should be dispatched only after the equipment inspected by recognized/reputed agency to dispatch prior to dispatch at the supplier's cost and furnish necessary Certificate from the said agency in support of their claim.

To enable IIT Kharagpur- SRIC to issue Dispatch Clearance Certificate, supplier/manufacture is to furnish following documents:

1. Copy of supplier's invoice showing contract number, goods description, quantity, unit price & total amount.
2. Country of Origin Certificate
3. Quality & Quantity Certificate
4. Packing List with Complete contents.
5. Internal Factory Inspection Report
6. Warranty Certificate
7. Inspection certificate for the dispatched equipment issued by recognized/reputed prior to dispatch

All such Certificates/Reports as mentioned above shall be addressed as:

The Dean (R&D), Indian Institute of Technology Kharagpur, PO: Kharagpur, Dist Medinipur (West), West Bengal, India-721302.

After scrutiny, if the documents found in order, Dispatch Clearance Certificate shall be issued to the supplier.

No goods (both Indians & Import origin goods) shall be dispatched before issue of Dispatch Clearance Certificate by IIT Kharagpur - SRIC.

19.6 Inspection Notes

On the stores being found acceptable by the Inspecting Officer, he shall furnish the supplier/contractor with necessary copies of the Inspection Notes duly completed, for being attached to the supplier/contractor's bill in support thereof.

20. INSPECTING OFFICER-POWERS OF REJECTION

- 20.1 The Inspecting Officer shall have the power-
- (i) Before any stores or Part thereof are submitted for inspection, to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacturing.
 - (ii) To reject any stores submitted as not being in accordance with the particulars.



- (iii) To reject the whole of the instalment tendered for inspection, if after inspection of such portion thereof, as he may in his discretion think fit, he is satisfied that the same is unsatisfactory.
- (iv) To mark the rejected stores with a rejection mark, so that they may be easily identified if re-submitted.

20.2 The Inspecting Officer's decision as regards the rejection shall be final and binding on the supplier/contractor.

21. CONSEQUENCE OF REJECTION

21.1 If on the stores being rejected by the Inspecting Officer of consignee at the destination, the supplier/contractor fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to-

- (i) Request the supplier/contractor to replace the rejected stores forthwith but in any event not later than a period of 30 days from the date of rejection, and the supplier/contractor shall bear all the cost of such replacement, including freight, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or on any other account.
- (ii) Purchase or authorize the purchase of stores rejected or stores of a similar description (when stores exactly complying with the particulars are not, in the opinion of the purchaser which shall be final, readily available) without notice to the supplier/contractor, at his risk and cost and without affecting the supplier/contractor's liability as regards to the supply of any further instalment due under the contract, or

Cancel the contract and purchase or authorize the purchase of the stores or stores of a similar description (when stores exactly complying with the particulars are not in the opinion of the purchaser which shall be final readily available) at the risk and cost of the supplier/contractor

21.2 Where, under a contract, the price payable is fixed on FOB/ FCA port of export or F.O.R. (station of dispatch) the supplier/contractor shall, if the stores are rejected at the destination by the consignee, be liable in addition to his other liabilities including refund of price recoverable in respect of the stores so rejected, to reimburse to the purchaser, the freight and all other expenses incurred by the purchaser in this respect.

21.3 Rejected Stores

On rejection of any stores submitted for inspection at a place other than the premises of the supplier/contractor, such stores shall be removed by the supplier/contractor at his own cost, subject as hereinafter stipulated, within 21 days of the date in intimation of such, rejection. If the concerned communication is addressed and posted to the supplier/contractor at the address mentioned in the schedule, it will be deemed to have been served on him at the time when such communication would in course of ordinary post reach the supplier/contractor. Provided further that the inspector may call upon the supplier/contractor to remove dangerous, infected or perishable stores within 48 hours of the receipt of such communication and the decision of the inspector in this behalf shall be final in all respects. Provided further that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected stores till the price paid for such stores is refunded by the supplier/contractor and that such retention shall not in any circumstances be deemed to be the acceptance of the stores or waiver of rejection thereof.

21.4 All rejected stores shall in any event and circumstances remain and always be at the risk of the supplier/contractor, immediately on such rejection. If such stores are not removed by the supplier/contractor within the period aforementioned, the inspector may remove the rejected stores and either return the same to the supplier/contractor at his risk and cost by such mode of transport as the purchaser of the Inspector may decide, or dispose off such stores at the supplier/contractor's risk and on his account and retain such portion of the proceeds, if any, from



such disposal, as may be necessary to recover any expense incurred in connection with such disposal (or any price refundable as a consequence of such rejection) The Purchaser shall in addition, be entitled to recover from the supplier/contractor, the handling and storage charges for the period during which the rejected store are not removed/disposed off in accordance with the provision thereof.

22. Termination for default

- 22.1 The Purchaser/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee as per terms and conditions.
- 22.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 23.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.
- 22.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

23. Termination for insolvency

If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser/Consignee.

24. Modification of contract

- 24.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
- (a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
 - (b) Mode of packing,
 - (c) Incidental services to be provided by the supplier
 - (d) Mode of despatch,
 - (e) Place of delivery, and
 - (f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.
- 24.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Purchaser/Consignee, the supplier shall convey its views to the Purchaser/Consignee within twenty-one days from the date of the supplier's receipt of the Purchaser's/Consignee's amendment / modification of the contract.

25. EXPORT LICENCE

If required, the supplier/contractor shall apply to the appropriate Government Authority of the exporting country for the grant of the requisite Export License within seven days of the receipt of contract.



26. IMPORT LICENCE (In case of Indigenous Bidders)

The successful tenders will have to apply to the proper Government Authority for grant of requisite import license (if any) for such items as required within 14 days of the advance letter of acceptance/telegraphic acceptance and the purchaser will only render such assistance as considered necessary.

27. LAWS GOVERNING THE CONTRACT

- 27.1 This contract shall be governed by the laws of India for the time being in force.
- 27.2 Irrespective of the place of delivery the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place in India from where the contract has been issued.

28. Resolution of disputes

- 28.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 28.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India
- 28.3 In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration to be appointed by IIT Kharagpur.

29. JURISDICTION of COURT

The courts of the place from where the contract has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

30. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

31. Withholding and Lien in respect of sums claimed

Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim. It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the case may be, and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

32. SECRECY

- 32.1 The supplier/contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, have full knowledge of the Official Secrets Act and any regulations framed there under.
- 32.2 Any information obtained in the course of the execution of the contract by the supplier/contractor his servants or agent or any person so employed as to any matter whatsoever which would or might



be directly or indirectly of use to any enemy of India, must be treated as secret and shall not at any time be communicated to any person.

- 32.3 Any breach of the aforesaid conditions shall entitle the purchaser to cancel the contract and to purchase or authorize the purchase of the stores at the risk and cost of the supplier/contractor in accordance with the clause-17 of the General Conditions of Contract. In the event of such cancellation, the stores or parts manufactured in the execution of the contract shall be taken by the purchaser at such price as he considers fair and reasonable and the decision of the purchaser to such price shall be final and binding on the supplier/contractor.

33. QUANTITY VARIATION

Unless otherwise indicated the purchaser reserves the right to vary the quantity mentioned in the "Schedule of requirement" by + 30%. It shall also be binding on the supplier/contractor to accept the increased quantity within stipulated delivery period/extended delivery period if any, irrespective of the fact whether originally contracted quantity has been shipped/dispatched or not.

34. WTC

The Works Test Certificate, if required to be submitted as per contract should be submitted as per Section XV.

35. GENERAL

- 35.1 Bidders/Tenderers must ensure that the condition laid down for submission of offers detailed in the preceding paras, are completely and correctly fulfilled.
- 35.2 Tenders which are not complete in all details as stipulated above may be summarily rejected.

SECTION - IV **SPECIAL CONDITIONS OF CONTRACT**

The following special conditions shall apply to contracts for the supply of plant and machinery and manufactured equipment. But where they differ from the General Conditions, the Special Conditions shall over-ride the General Conditions.

1. DEFINITIONS

(a) The term "Work" means all the work specified or set forth and required if any by the said specifications, drawings and "Schedule of Requirements", hereto annexed or to be implied therefrom or incidental thereto, or to be hereafter specified or required in such explanatory instructions and drawings (being in conformity with the said original specification (s), drawing (s) and "Schedule of Requirements" and also in such additional instructions and drawing supplied by the purchaser from time to time, during the progress of the work hereby contracted for.

(b)The term "Test" shall mean such test or tests as are prescribed by the specification (s) to be made by the purchaser, or his nominee, after erection at site, before the plant is taken over by the purchaser.

2. PERFORMANCE OF WORK

The work shall be performed at the place or places specified in the tender or at such other place or places as may be approved by the purchaser.

3. SPECIFICATIONS

If the supplier/contractor shall have any doubt as to the meaning of any portion of the conditions of the specifications, drawings or plans, supplier/contractor shall (before submitting the tender)



set forth the particulars thereof and submit them to the purchaser in writing in order that such doubts may be removed.

4. MISTAKES IN DRAWINGS

The Supplier/contractor shall be responsible for and shall pay for any alterations of the works due to any discrepancies, errors or omissions in the drawings or other particulars, whether they have been approved by the purchaser or not, provided that such discrepancies, errors or omissions are not due to inaccurate information or particulars furnished to the supplier/contractor on behalf of the purchaser. If any dimensions figured upon a drawing or plan differ from those obtained by scaling the drawing or plan the dimensions as figured upon the drawing or plan shall be taken as correct.

5. VARIATIONS

5.1. No alterations, amendments, omissions, additions, suspension, or variations of the work(hereinafter referred to as "variations") under the contract as shown by drawings or the specifications shall be made by the Supplier/contractor except as directed in writing by the Inspector, but the Inspector shall have full power, subject to the provision hereinafter contained from time to time, during the execution of the contract by notice in writing to instruct the Supplier/contractor to make such variation without prejudice to the contract, and the Supplier/contractor shall carry out such variations and be bound by the same conditions so far as applicable as though the said variation occurred in the specifications. If any suggested variation, would, in the opinion of the Supplier/contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the contract, he shall notify the Inspector thereof in writing and the Inspector shall decide forthwith, whether or not they shall be carried out. If the Inspector confirms his instruction, the Supplier/contractor's obligations and guarantees shall be modified to such an extent as may in the opinion of the Inspector, be justified. The difference of cost, if any, occasioned by any such variations shall be added to or deducted from the contract price as the case may require.

The amount of such difference, if any, shall be ascertained as determined in accordance with the rates specified in the schedule of prices, so far as the same may be applicable and where the rates are not contained in the said schedule or not applicable, they shall be settled by the Purchaser and Supplier/contractor jointly. But the Purchaser shall not become liable for the payment of any such variations, unless the instructions for the performance of the same have been given in writing by the Inspector.

5.2. In the event of the Inspector requiring any variations, such reasonable and proper notice shall be given to the Supplier/contractor, as will enable him to make his arrangements accordingly, and in cases where goods or materials are already prepared or any designs, drawings, or patterns made or work done is required to be altered a reasonable sum in respect thereof shall be allowed by the Purchaser, provided that no such variations shall, except with the consent in writing of the Supplier/contractor, be such as will involve an increase or decrease in the total price payable under the contract by more than 10 percent thereof.

5.3. In any case, in which the Supplier/contractor has received instructions from the Inspector for carrying out the work which either then or later, will, in the opinion of Supplier/contractor involve a claim for additional payment, the Supplier/contractor shall as soon as reasonably possible after receipt of the instructions aforesaid, advise the Inspector to that effect

6. OBLIGATION TO CARRY OUT INSPECTOR'S INSTRUCTIONS

The supplier/contractor shall also satisfy the Inspector that adequate provision has been made:-

- (i) to carry out his instructions fully and promptly;



- (ii) to ensure that parts required to be inspected before use are not used before inspections; and
- (iii) to prevent rejected parts being used in error. Where, parts rejected by the inspector have been rectified or altered, such parts shall be segregated for separate inspection and approval before being used in the work.

7. RESPONSIBILITY FOR COMPLETENESS

7.1 Any fittings or accessories which may not be specifically mentioned in the specifications but which are usual or necessary are to be provided by the Supplier/contractor without extra charge and the equipment must be complete in all details.

7.2. In all cases where the contract provides for tests on site, the Purchaser, except where otherwise specified shall provide free of charge such labour, materials, fuels, stores, apparatus and instruments as may be requisite from time to time and as may reasonably be demanded, efficiently to carry out such test of the plants, materials or workmanship etc. in accordance with the contract.

7.3. In the case of contracts requiring electricity for the completion of the works and for test on site, such electricity, when available, shall be supplied free to the supplier/contractor at the pressure of the ordinary supply. Unless otherwise specified, the purchaser will supply free of charge to the Supplier/contractor: -

(a) Unskilled labour;

(b) Timber stores and lifting tackle necessary for the erection of the plant and all consumable stores including fuel and lubricating oils required during erection setting to work and testing of the plant. The Supplier/contractor shall also provide-

- (i) Skilled labour and
- (ii) Tools and any other equipment which may be necessary

8. WARRANTY

8.1 The Supplier/contractor shall warrant that everything to be furnished hereunder shall be free from defects and faults in design material workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for goods of the type ordered and in full conformity with the contract specifications and samples if any and shall if operable operate properly.

8.2 Unless otherwise is mentioned in tender Drg./Specific etc. the warranty shall survive inspection of, payment for and acceptance of the goods but shall expire 40 (Forty) months after the delivery at ultimate destination in India or 36 (Thirty six) months from the date of commissioning and proving test of equipment at ultimate destination in India, whichever shall be earlier, except in respect of complaints, defects and/or claims notified to the Supplier/contractor within 3 (three) months of expiry of such date.

8.3 The Supplier/contractor's liability in respect of any complaints defects and/or claims shall be limited to the furnishing and installation of replacement parts free of any charge or the repair of defective parts only to the extent that such replacement or repairs are attributable to or arise from faulty workmanship or material or design in the manufactures of the stores provided that the defects are brought to the notice of Supplier/contractor within 3 (three) months of their being first discovered during the guarantee period or 3 (three) months from the date of expiry of warranty period.

8.4 The Supplier/contractor shall if required replace or repair the goods or such portion thereof as is rejected by the Purchaser free of cost at the ultimate destination or at the option of the Purchaser, the Supplier/contractor shall pay to the Purchaser value thereof at the contract price or in the absence of such price, at price decided by the Purchaser and such other expenditure and damages as may arise by reason of the warranty failure. If the contactor fails to honor its warranty obligation



as contained herein, the purchaser will have the right to recover the damages from other payments accrued or accruable to the firm.

- 8.5 All replacement and repairs that the Purchaser shall call upon the Supplier/contractor to deliver or perform under this warranty shall be delivered and performed by the Supplier/contractor within 2 (two) months from the date of being informed, promptly and satisfactorily.
- 8.6 Prompt clearance of the warranty replacement on arrival at Port/Airport shall be the responsibility of the supplier/contractor or his representatives after payment of Customs and other duties as applicable".
- 8.7 If the Supplier/contractor so desires, the replaced parts can be taken over by him or his representative in India for disposal as he deems fit at the time of replacement of goods/parts. No claim whatsoever shall lie on the purchaser for the replaced parts thereafter.
- 8.8 The warranty herein contained shall not apply to any material which shall have been repaired or altered by the Purchaser or on his behalf in any way without the consent of the Supplier/contractor so as to effect the strength performance of reliability or to any defects to any part due to misuse, negligence or accident.
- 8.9 The decision of the Purchaser in regard to supplier/contractor's liability and the amount, if any, payable under this warranty shall be final and conclusive

9. TAX PAID IDENTIFICATION NO:

Tenderers must quote their tax paid identification No. (TIN) in their quotation otherwise their quotation will not be entertained. TIN must also be quoted on the bills by the suppliers, failing which their payment may not be released:

10. DELIVERY SCHEDULE

The supplier/contractor shall supply stores in accordance with the delivery schedule indicated in the "Schedule of Requirements" annexed.

12. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.
 13. Any clarification issued by purchaser in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
 14. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid as per bid declaration form.
 15. The bidder has to arrange demonstration of the product to be supplied at his own cost.
 16. The Agency shall be responsible for compliance of all applicable laws, codes, statutory Regulations & established practice as required for performance of services under this contract. Whether now in force or which may hereinafter come in force during the currency of the contract and or extension thereof.
 17. Solvency Certificate: The applicant should furnish solvency certificate issued by the applicant's bankers.
- 18. Invoices should be in the name of The Dean (R&D), IIT Kharagpur, Kharagpur-721302, Dist: Paschim Medinipur, West Bengal, India.**



Tender No. :-

Date with Company Seal

SECTION – V

DETAILED TECHNICAL SPECIFICATIONS

Name of the Equipment

Quantity – 01 No.

(to be submitted by the vendor/firm on its official letter head)

Techno-Commercial Terms & Conditions:

7. Prices for Foreign Bidder : FOB/FCA
8. Prices for Indian Bidder : FOR IIT Kharagpur
9. Payment : Should be clearly mentioned, as per payment terms
10. Validity of the quotation:
11. Delivery Period :
12. Warranty : Comprehensive onsite warranty for three years
13. Name of the Company with : M/s. _____
address in details to whom
order to be placed

14. Mode of Shipment (Air/Ship) :
15. Port of Shipment :
16. Country of Origin :
17. Currency :
18. Bank details of (Sl. No. 7) :

Signature _____
Name _____
Designation _____

Seal of the firm/organization

Indian Institute of Technology Kharagpur invites online Bids (Technical bid and Commercial bid) from all manufacturer and experienced OEM (Original Equipment Manufacturer) OR OEM Authorized Dealer

A complete set of tender documents may be Download by prospective bidder free of cost from the website <http://eprocure.gov.in/eprocure/app>. Bidder has to make payment of requisite fees (i.e. Tender fees, if any and EMD) in the form of D.D*/Pay Order*/Insurance Surety bonds/Fixed Deposit Receipt*/Bank Guarantee /Banker's Cheque from any of the commercial bank or payment online (RTGS/NEFT) in an acceptable form only.

Tender No. :-

Date with Company Seal

SECTION - VI

PROFORMA FOR TECHNICAL BIDS



Specification of the equipment / item (in detail) to be purchased

Details of Technical Specifications	Whether complied with YES/NO	If yes, please attach Tech literature of the equipment duly printed & clearly specify page No of Bulletin which specifically confirm this	If no, attach deviation statement	Remarks (if any)

Note: Please indicate the page numbers where documents uploaded /attached. The entire tender document should be serially page numbered including enclosures.

- N.B.: - 1. All the bidders are requested to provide true statement in the columns. Concealing of facts will liable to be rejected the tender completely. No communication will be made in this regard.
2. Category of classification of the goods in its packing as per IATA definition inclusive of nature of sensitivity and volume of cargo.
3. Separate page, if required may be used for the stated information with same format.

Signature of Tenderer with office seal

SECTION - VII Price BID DECLARATION



No. IIT/SRIC/Dept. Code/Project Code/PI(Short)/25-26/EQ-

Date: ___/___/___

To

Prof./Dr. Name of the PI,

Name of the Department

Indian Institute of Technology Kharagpur

P.O.: Kharagpur, Dist: Medinipur (West)

Kharagpur - 721302

Dear Sir,

Having examined the conditions of contract and specifications including addenda Nos. (If any) the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide as per tender terms and conditions in conformity with the supply of the equipment, conditions of contract and specifications for the sum shown as per Section V, Section VI and price as per BOQ.xls format under Financial Cover and made part of this Bid.

We undertake, if our Bid is accepted, to commence deliveries within schedule time frame and to complete delivery of all the supplies specified in the contract within as per schedule calculated from the date of issue of your purchase order/RO.

If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for...(3-5%) of the cost of equipment.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid, you may receive.

We have applied and have submitted required bid security as per clause 8, section II of tender document.

Dated this day of 2025

Name and Signature

In the capacity of

Duly authorized to sign the bid for and on behalf of



Tender No. :-

Date with Company Seal

SECTION - VIII

PERFORMANCE SECURITY GUARANTEE BOND

In consideration of Indian Institute of Technology Kharagpur, (SRIC) (herein after called the "SRIC, IIT KGP") having agreed to exempt _____ (hereinafter called "the said supplier/contractor(s)") from the demand under the terms and conditions of an agreement/(Purchase Order) No _____ dated _____ made between _____ and _____ for _____ for the supply of _____ (hereinafter called "the said agreement"), of security deposit for the due fulfilment by the said supplier/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 _____ (supplier/contractor(s)) do hereby undertake to pay to SRIC, IIT KGP 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 Supplier/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.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from SRIC, IIT KGP stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by SRIC, IIT KGP by reason of breach by the said supplier/contractor(s)' of any of the terms or conditions contained in the said Agreement or by reason of the supplier/contractors(s)' failure to perform the said Agreement or roll out the supply as per schedule V & parameters for failure of compliance of intellectuels 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 SRIC, IIT KGP 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 _____.

3. We undertake to pay to SRIC, IIT KGP any money so demanded notwithstanding any dispute or disputes raised by the supplier/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 supplier/contractor(s)/Supplier/ Agency(s) shall have no claim against us for making such payment.

4. 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 SRIC, IIT KGP 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 equipment(s) expire.

5. We (name of the bank) _____ further agree with SRIC, IIT KGP that SRIC, IIT KGP 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 supplier/contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by SRIC, IIT KGP against the said Supplier/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 Supplier/contractor(s) or for any forbearance, act or omission on the part of SRIC, IIT KGP or any indulgence by IIT KGP-SRIC to the said Supplier/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.

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

Dated the _____ day of _____ for _____

(Indicate the name of bank)



SECTION - IX

Bid Security/EMD Details Proforma

Date: ___/___/___

Tender No. IIT/SRIC/Dept. Code/Project Code/PI(Short)/25-26/EQ-

The EMD of **INR.....** has been deposited in the Bank Account Number 95562200002545, Name of the Bank: Canara Bank, Branch: SRIC IIT Kharagpur, IFSC Code : CNRBo019556 . Details are given below.

For Online only (RTGS/NEFT)

Name of the Transferor Bank Account with Branch	Amount	Date of Transfer	UTR / Transaction No

For Offline only (in favour of the IIT KHARAGPUR and Payable at KHARAGPUR)

Name of the Bank	Amount	Date of Issue	Number of D.D*/Pay Order*/Insurance Surety bonds/Fixed Deposit Receipt*/Bank Guarantee /Banker's Cheque

Note: Scan copy of D.D*/Pay Order*/Insurance Surety bonds/Fixed Deposit Receipt*/Bank Guarantee /Banker's Cheque to be attached in the tender documents.

Note:

In case of MSME where the EMD is Exempted, IIT Kharagpur will give exemption for submission of Tender Fee and EMD to the bidders, who are registered with MSME or Central Purchase Organization or start-ups as recognized by DIPP as per revised rule 170 of GFR-2017 only. However, proper and valid documents in this regard must be submitted by the bidders in support of their claim.

Certificate for MSME etc. should be uploaded, failing which bid will be rejected.

In case the bid is submitted as an Indian arm of a foreign bidder and the eligibility criteria conditions were met through foreign company, then the EMD exemption cannot be claimed under the MSME status of India arm/subsidiary. Thus a bidder who solely on its own, fulfills each eligibility criteria condition as per the tender terms and conditions and who are having MSE status, can claim EMD exemption/tender fee.

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



**PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/UNSUCCESSFUL BIDDER
RTGS/National Electronic Fund Transfer (NEFT) Mandate Form**

1.	Name of the Bidder	
2.	Permanent Account No (PAN)	
3.	Particulars of Bank Account	
	l) Name of the Bank	
	m) Name of the Branch	
	n) Branch Code	
	o) Address	
	p) City Name	
	q) Telephone No	
	r) NEFT/ RTGS	
	s) IFSC / Swift Code	
	t) 9 Digit MICR Code appearing on the cheque book	
	u) Type of Account	
	v) Account No.	
4.	Email ID of the Bidder	



Bid Security Self Declaration Form

Date: ___/___/___

Tender No. IIT/SRIC/Dept. Code/Project Code/PI(Short)/25-26/EQ-

To

The Dean (R&D)

Indian Institute of Technology Kharagpur
Sponsored Research and Industrial Consultancy
P.O.: Kharagpur, Dist: Medinipur (West)
Kharagpur - 721302

I/We The undersigned, declare that:

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

- c) 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
- d) 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 Security 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



Tender No. :-

Date with Company Seal

SECTION X

UNDERTAKING

I hereby undertake and declare that the agency M/S..... have not been black listed by any Government Organizations, autonomous bodies, Department of Government of India and Department of Government of West Bengal and any others State Government in India.

Signature of the Authorized Persons.....

Name & Seal of the Company

Date:

Place:



Tender No. :-

Date with Company Seal

SECTION XI

ORIGINAL EQUIPMENT MANUFACTURER (OEM) Manufacturing authorisation form (MAF) (*On Letter Head of Manufacturer*)

To

The Dean (R&D)

Indian Institute of Technology Kharagpur

Sponsored Research and Industrial
Consultancy

P.O.: Kharagpur, Dist: Medinipur (West)

Kharagpur - 721302

Dear Sir,

We manufactures of original equipment at (.....address of factory.....) do hereby authorize M/s (*Name and address of Agent*) to submit a bid, negotiate and receive the order against your tender enquiry.

M/s. is authorized to bid and conclude the contract in regard to this business.

We hereby extend our full guarantee and warranty as per clause of the terms and conditions NIT for the goods and services offered by the above firm.

(Name of the Company with : M/s. _____
address in details to whom _____
order to be placed) _____

Yours Faithfully,

(Name)

(Name & Seal of Manufactures)

Note: -

1. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. **One manufacturer can authorize only one agent/dealer**

2. The letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The same should be included by the bidder in its techno-commercial unpriced bid.



Tender No. :-

Date with Company Seal

SECTION XII

<On Organization Letter Head>

(For Goods/ Services Contracts)

CERTIFICATE

I have read the clause related to insertion of Rule 144 (xi) in the General Financial Rules 2017 vide O.M No.F.7/10/2021-PPD(1) dated 23rd February, 2023 (Public Procurement No.4) and any amendment made thereafter of the Ministry of Finance regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that this bidder is not from such a country.

OR (whichever is applicable)

I have read the clause related to insertion of Rule 144 (xi) in the General Financial Rules 2017 vide O.M No.F.7/10/2021-PPD(1) dated 23rd February, 2023 (Public Procurement No.4) and any amendment made thereafter of the Ministry of Finance regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that this bidder is from _____ (Name of Country) and has been registered with the Competent Authority. I also certify that this bidder fulfills all the requirements in this regard and is eligible to be considered. (Copy/ evidence of valid registration by the Competent Authority is to be attached)

AND

I have read the clause regarding restriction on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent Authority

OR (whichever is applicable)

I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement.

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Signature of Bidder/ Agent

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____

Tender No. :-

Date with Company Seal

SECTION XIII

<On Organization Letter Head>

(For Works Contracts, including Turnkey contracts)

CERTIFICATE

I have read the clause related to insertion of Rule 144 (xi) in the General Financial Rules 2017 vide O.M No.F.7/10/2021-PPD(1) dated 23rd February, 2023 (Public Procurement No.4) and any amendment made thereafter of the Ministry of Finance regarding restrictions on procurement



from a bidder of a country which shares a land border with India and on sub-contracting to supplier/contractors from such countries and hereby certify that this bidder is not from such a country and will not sub-contract any work to a supplier/contractor from such countries unless such supplier/contractor is registered with the Competent Authority.

OR (whichever is applicable)

I have read the clause related to insertion of Rule 144 (xi) in the General Financial Rules 2017 vide O.M No.F.7/10/2021-PPD(1) dated 23rd February, 2023 (Public Procurement No.4) and any amendment made thereafter of the Ministry of Finance regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to supplier/contractors from such countries and hereby certify that this bidder is from _____ (Name of Country) and has been registered with the Competent Authority and will not sub-contract any work to a supplier/contractor from such countries unless such supplier/contractor is registered with the Competent Authority. I also certify that this bidder fulfills all the requirements in this regard and is eligible to be considered. (Copy/ evidence of valid registration by the Competent Authority is to be attached

AND

I have read the clause regarding restriction on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent Authority

OR (whichever is applicable)

I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement.

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Signature of Bidder/ Agent

Name: _____
Designation: _____
Organization Name: _____
Contact No. : _____



SECTION XIV
PROFORMA FOR PERFORMANCE STATEMENT
(For the period of last five years)

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Tenderer : _____

Name and address of the manufacturer : _____

Order placed by (full address of Purchaser / Consignee)	Order number and date	Description and quantity of ordered goods and services	Value of order (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the goods been functioning Satisfactorily (attach documentary proof)**
				As per contract	Actual		
1	2	3	4	5	6	7	8

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Signature and seal of the Tenderer

**** The documentary proof will be a certificate from the consignee/end user with cross-reference of order no. and date in the certificate authenticating the correctness of the information furnished.**



SECTION XV

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

Tender No..... Date of Opening..... Time Hours.....

Name of firm -----

Note: All details required only for the items tendered.

- 1. Name & full address of the firm**
- 2. Telephone & Telex No. Office/Factory/Works**
- 3. Telegraphic address**
- 4. Location of the Manufacturing factory**
- 5. Details of Industrial License, wherever required as per statutory regulations.**
- 6. Details of plant & machinery erected and functioning in each Deptt.
(Monographs
& description pamphlets be supplied if available).**
- 7. Details of the process of manufacture in the factory in brief.**
- 8. (i) Details & Stock of raw material held.
(ii) For Indian Firm's if they are a small scale unit regd. with NSIC Ltd., they should furnish full particulars of items, registration, currency period and monetary limit etc.**
- 9. Production capacity of items (s) quoted for, with the existing plant & machinery**
 - 9.1. Normal**
 - 9.2. Maximum**
- 10. Details of arrangement for quality control of product such as laboratory, testing equipment etc.**
- 11. Details of staff.**
 - 11.1. Details of technical supervisory staff-in-charge of production & quality control.**
 - 11.2. Skilled labour Employed.**
 - 11.3. Unskilled labour employed.**
 - 11.4. Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of application.**
- 12. Whether stores are tested to any standard specification, if so, copies of original test certificates should be submitted in triplicate.**
- 13. Are you registered with the Director General of Supplies & Disposals, New Delhi, INDIA. If so, furnish full particulars of registration, period of currency etc.**
- 14. Are you a small Scale unit, registered with the National Small Industries Corporation Ltd., New Delhi, INDIA. If so, furnish full particulars of registration, currency period**

Signature and seal of the Manufacturer/Tenderer



SECTION XVI

Proforma of Final Acceptance Certificate by the Consignee

No. _____
Date _____

To _____
M/s _____

Subject: Certificate of commissioning of equipment/plant.

This is to certify that the equipment(s)/plant(s) as detailed below has/have been received in good conditions along with all the standard and special accessories and a set of spares (subject to remarks in Para no.02) in accordance with the contract/technical specifications. The same has been installed and commissioned.

- (a) Contract No _____ dated _____
(b) Description of the equipment(s)/plants: _____
(c) Equipment(s)/ plant(s) nos.: _____
(d) Quantity: _____
(e) Bill of Loading/Air Way Bill/Railway Receipt/ Goods Consignment Note no _____ dated _____
(f) Name of the vessel/Transporters: _____
(g) Name of the Consignee: _____
(h) Date of commissioning and proving test: _____

Details of accessories/spares not yet supplied and recoveries to be made on that account.

Sl. No.	Description of Item	Quantity	Amount to be recovered No.
---------	---------------------	----------	----------------------------

The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).

The supplier has fulfilled its contractual obligations satisfactorily ## or

The supplier has failed to fulfil its contractual obligations with regard to the following: He has not adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specifications'.



He has not supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the period specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).

The supplier as specified in the contract has not done training of personnel.

The extent of delay for each of the activities to be performed by the supplier in terms of the contract is _____
The amount of recovery on account of non-supply of accessories and spares is given under Para no.02.
The amount of recovery on account of failure of the supplier to meet his contractual obligations is _____ (here indicate the amount).

Signature

Name

Designation with stamp

Explanatory notes for filling up the certificate:

- i. He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.
- ii. He has supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the time specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).
- iii. Training of personnel has been done by the supplier as specified in the contract
- iv. In the event of documents/drawings having not been supplied or installation and commissioning of the equipment(s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms.



SECTION XVII

TENDER DOCUMENT FOR PURCHASE OF (Name of the Equipment)

TENDER NO. IIT/SRIC/Dept. Code/Project Code/PI(Short)/25-26/EQ-

CHECKLIST FOR THE TENDERER

***Supportive Documents must enclose for fulfilling Eligibility criteria, to be submitted by the Tenderer**

Name and Address of the Tenderer:		List of Equipment Quoted
Bid Security Self Declaration Format		Yes/ No
01	A bid form and price schedule at a prescribed Format/ Schedule	Yes/ No
02	Bid Security/EMD Details Proforma	
03	Registration Certificate/Certificate of incorporation, if any	
04	Must have supplied similar equipment to laboratories of State or Central Government Institutions or reputed Educational or Research Institution and proof of such supplies should be produced	
05	GST Registration Certificate (Applicable for Indian firms)	
06	Copy of PAN./CIN No. of the Company (Applicable for Indian firms)	
07	Authorized dealer Certificate from Manufacturer	
08	Lists of clients with reference in minimum five firms with name, designation and contact details	
09	Brief on supply of laboratory equipment handled during last five years	
10	List of offices/branches in India, with address and contact details, if any	
11	Contact Person Mobile No. & Land Line	
12	OEM Authorization	
13	Solvency Certificate	
14	(For Goods/ Services Contracts) Certificate - Bidder Not from/ from Country sharing Land border with India & Registration of Bidder with Competent Authority	
15	(For Works Contracts, including Turnkey Contracts) Certificate – Bidder Not from/ from Country sharing Land border with India, Registration of Bidder with Competent Authority & not sub-contract any work to a supplier/contractor from such countries unless such supplier/contractor is registered with the Competent Authority	
16	Proforma for Performance Statement	
17	Proforma for Equipment and Quality Control	
18	Proforma of Final Acceptance Certificate by the Consignee	

Signature of the Tenderer

Date:
Company Seal

Date with



18. Annexure-3

Tender Enquiry Document

for

Purchase of _____ (Name of the Equipment)

***For & On Behalf of
SRIC IIT KHARAGPUR***

On E-Tender Basis

Tender No. IIT/SRIC/Dept. Code/Project Code/PI(Short)/25-26/EQ-

Sponsored Research and Industrial Consultancy (SRIC)

Indian Institute of Technology Kharagpur

Kharagpur - 721302

Email: _____ (PI's Institute Email ID)

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07	Section VI	Proforma for Technical Bid	
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SECTION – I

No. IIT/SRIC/Dept. Code/Project Code/PI(Short)/25-26/EQ-

Date:

____/____/____

Invitation for Bids / Notice Inviting Tender (E-Procurement Mode)

Indian Institute of Technology Kharagpur is set up by the Act of parliament called The Institutes 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. On behalf of Sponsored Research and Industrial Consultancy, INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR (IIT KGP) **e-tender are invited from all domestic manufacturer having registered office in India**, who fulfil the criteria mentioned in the tender documents for Supply of **(Name of the Equipment)**. The list of equipment and their specifications are given in Section V.

Complete Tender Documents can be downloaded from the website "<https://eprocure.gov.in/eprocure/app>" from **00 May, 2025 to 00 June, 2025 upto 12:00 HRS**. IIT KGP -SRIC shall open the **Technical Bids Electronically** on the specified date and time at **IIT KHARAGPUR (SRIC)**.

Interested eligible all domestic manufacturer having registered office in India 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 Earnest Money (EMD) of **Rs. (Rupees) (2% of Estimated cost)** shall be deposited in the form of D.D*/Pay Order*/Insurance Surety bonds/Fixed Deposit Receipt*/Bank Guarantee /Banker's Cheque from any of the commercial bank or payment online (RTGS/NEFT) in an acceptable form.

Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

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.

Dated: _____
(R&D)

Dean



SECTION - IA
Critical Information

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.

Sl. No.	Information	Details
01.	Tender Number and Date	 Date: _____
02	EMD Amount (Will be accepted only through D.D*/Pay Order*/Insurance Surety bonds/Fixed Deposit Receipt*/Bank Guarantee /Banker's Cheque or payment online (RTGS/NEFT)). IIT Kharagpur-SRIC Bank details are as under: Name of the Bank A/C: ESD Account A/C No.: 95562200002545 Name of the Bank: Canara Bank Branch: SRIC IIT Kharagpur IFSC Code : CNRBO019556	Rs.00,000/-
03.	Last date for submission of written queries for clarifications to the email id:	7 days before Last Date for Submission PI@iitkgp.ac.in (Institute email id)
04.	Clarifications start Date on www.iitkgp.ac.in	_____
05.	Last date for submission of Tender (Online only)	_____ (Min 21 days) (12:00 HRS)
06.	Contact details	Name of PI Name of Dept. INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR PO: KHARAGPUR, DIST: MEDINIPUR (WEST) WEST BENGAL, INDIA - 721302
07.	The date and time for opening of Technical Bid	_____ (12:00 HRS)



SECTION - II INSTRUCTIONS TO BIDDERS

E. INTRODUCTION

DEFINITIONS

“The Purchaser” means the DEAN (R&D), (IIT KGP-SRIC) INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR, KHARAGPUR, SRIC

“The Bidder” means the individual or firm who participates in the tender and submits bid

“The Agency” means the individual or firm rendering the services under the contract.

“The Services” means all activities related to conduct & performance of contractual obligations under the contract.

“The Advance Purchase Order/ Letter of intent” means the intention of IIT KGP – SRIC to place the Purchase Order on the bidder.

“The Purchase Order” means the order placed by IIT KGP-SRIC on the Supplier/ Agency signed by IIT KGP-SRIC including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as “Contract” appearing in the document.

“The Contract Price” means the price payable to the Supplier/ Agency under the purchase order for the full and satisfactory performance of its contractual obligations.

“Acceptance “is a process of accepting satisfactory services rendered by “Supplier/ Agency” by IIT KGP- SRIC.

46. ELIGIBILITY CRITERIA

The invitation of bids is open to **all domestic manufacturer having registered office in India** who fulfil the criteria as specified below:

- (XV) The Bidder shall only be either “Class-I Local Supplier” or “Class-II Local Supplier” as defined under the order no. P- 45021/2/2017-PP (B.E.-II) dated. 16/09/2020 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (Public Procurement Section). (A self-certificate shall be submitted by the bidder along with the bid about their category (i.e., Class-I or Class-II) in a prescribed format vide Section XI).
- (XVI) The Bidder shall be registered legal entity under relevant act. and a copy of each of registrations shall be attached with the bids.
- (XVII) Minimum Five (5) years' experience in the field of supply of laboratory equipment.
- (XVIII) Average Annual Turnover of at least **0,00,000 INR (Min 50% of estimated value)** during last 3 financial years i.e. 2022-23, 2023-24 and 2024-25 is required. (Copy of Audited Annual Accounts of the organization for the financial year 2022-23, 2023-24 and 2024-25 shall be uploaded with the bid as proof in this regard).
- (XIX) Copy of acknowledgement of filing of Income Tax Return for the financial year 2021-22, 2022-23 and 2023-24 shall be uploaded with the bid.
- (XX) Must have supplied similar equipment to laboratories of State or Central Government Institutions or reputed Educational or Research Institution and proof of such supplies should be produced
- (XXI) It should have PAN, TIN number and GST Registrations (proof in this regard shall be uploaded with the bid)
- (XXII) It should not have been blacklisted by the Government Organizations, GOI, Autonomous bodies. Undertaking in Section X in this regards has to be uploaded.
- (XXIII) Registration Certificate/Certificate of incorporation, if any, including the certificate of MSME/NSIC/Other EMD Exemption Document etc.
- (XXIV) Authorized dealer Certificate from Manufacturer if the agency is a dealer.



- (XXV) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
- (XXVI) Relaxation of prior turnover and experience for Start-ups (Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20\212014-PPD dated 25.07.2016 and subsequent clarifications dt 20.09.2016; 27.07.2019; 29.06.2020
- (XXVII) Eligibility Restrictions based on Reciprocity : If so stipulated in the Tender Document, entities from such countries identified as not allowing Indian companies to participate in their Government procurement shall not be allowed to participate on a reciprocal basis in this tender. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- (XXVIII) Solvency Certificate: The applicant should furnish solvency certificate issued by the applicant's bankers.

47. 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.

48. BID DOCUMENTS

- 48.1 T The services required to be rendered, bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The Bid documents include:
- q) Notice Inviting Tender & List of Equipment - Section - I
 - r) Time Schedule of Tender - Section IA
 - s) Instructions to Bidders and General terms and Conditions - Section II
 - t) General (Commercial) Conditions of Contract - Section III
 - u) Special Conditions of the Contract - Section IV
 - v) Schedule of Requirements with Techno-Commercial Terms - Section V
 - w) Proforma for Technical Bid - Section VI
 - x) Price Bid Declaration - Section VII
 - y) Performance Security Guarantee Bond - Section VIII
 - z) Bid Security/EMD Details Proforma - Section IX
 - aa) Undertaking - Section X
 - bb) Self-certificate for Local Content (Preference to make in India for price preference) – Section XI
 - cc) OEM Authorization – Section XII
 - dd) (For Goods/ Services Contracts) Certificate - Bidder Not from/ from Country sharing Land border with India & Registration of Bidder with Competent Authority – Section XIII
 - ee) (For Works Contracts, including Turnkey Contracts) Certificate – Bidder Not from/ from Country sharing Land border with India, Registration of Bidder with Competent Authority & not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority – Section XIV
 - ff) Integrity pact – Section XV
 - gg) Checklist for the Tenderer – Section XVI
- 48.2 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.



F. PREPARATION OF BIDS

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

49. DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall comprise the following components (these will also be used for determining the eligibility criteria)

- 4.1 Documentary evidence established in accordance with the eligibility criteria explained above that the bidder is eligible to bid and is qualified to perform the contract if the bid is accepted.
 - 4.2 Bid Security Self Declaration Form at a prescribed format shall be furnished.
 - 4.3 A bid form and price schedule completed in accordance with the guideline.
 - 4.4 Bidder shall furnish a clause-by-clause compliance to the requirements and commercial conditions demonstrating responsiveness to terms and conditions. In case of deviations, a statement of deviations and exceptions of provisions of the contract and commercial conditions shall be given by the bidder. **A bid without clause-by-clause compliance of terms and conditions shall not be considered.**
 - 4.5 The Copy of Audited Annual Accounts of the organization for the financial year 2022-23, 2023-24 and 2024-25 in support of an average annual turnover of at least **0.00,000 INR (Min 50% of estimated value)** during last 3 years i.e. 2022-23, 2023-24 and 2024-25 shall be uploaded.
 - 4.6 Registration Certificate of the company as per eligibility criteria.
 - 4.7 Income Tax Return for three financial years i.e. 2021-22, 2022-23 and 2023-24.
 - 4.8 GST Registration Certificate.
 - 4.9 Copy of PAN of the Company/ firm.
 - 4.10 Lists of clients with reference in minimum five firms with name, designation and contact details.
- 7.11 Self-certification of full-fledged office infrastructure.
 - 7.12 Brief on supply of laboratory equipment handled during last five years.
 - 7.13 List of offices/branches in India/West Bengal with address and contact details.
 - 7.14 Email id and phone number of the contact person of the firm.

8 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.

9 BID PRICES

- 6.1 The bidder shall give FOR destination price, inclusive of all Levies & Taxes for **laboratory equipment for IIT KGP-SRIC**. The price should be indicated as per BOQ.xls Format under Financial Cover.
- 6.2 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.



- 6.3 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.
- 6.4 "DISCOUNT, if any, offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free service, etc, into account".
- 6.5 The price accepted by the IIT KGP-SRIC for the supply of equipment will be inclusive of Levies and Taxes.

10 GUARANTEE/WARRANTY

Comprehensive onsite warranty for three years is required. Warranty period will start from the date of installation of items. In case at installation stores / part of stores are found defective / damaged during or after delivery to consignee, the supplier will replace or repair the store under warranty at consignee's location in India free of cost or if any case it is required to send back to foreign manufacturer / supplier should bear the cost. Bank Guarantee equivalent to the cost of equipment is required to be submitted before lifting the store. All expenses in this regard will be borne by the supplier.

8 BID SECURITY

- 8.4 The bidder shall furnish, as part of his bid, a bid security/EMD as per Format specified in Section IX.
- 8.5 IIT Kharagpur will give exemption for submission of Tender Fee and EMD to the bidders, who are registered with MSME or Central Purchase Organization or startups as recognized by DIPP as per revised rule 170 of GFR-2017 only. However, proper and valid documents in this regard must be submitted by the bidders in support of their claim.
- 8.6 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.

11 PERIOD OF VALIDITY OF BIDS

- 11.1 Bid shall remain valid for 90 days after the date of opening of bids prescribed by IIT KGP-SRIC. A bid valid for a shorter period shall be rejected by IIT KGP-SRIC as non-responsive.
- 11.2 In exceptional circumstances, IIT KGP-SRIC may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The Bid Security Self Declaration as per Section IX shall also be suitably extended. A bidder accepting the request and granting extension will not be permitted to modify his bid.

G. SUBMISSION OF BIDS

12 Information for Bidder on e-Procurement

- 10.18 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'.



- 10.19 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>]
- 10.20 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.
- 10.21 It is mandatory for the bidders to get their firm/company registered with e-procurement portal <https://eprocure.gov.in/eprocure/app> to have user ID & password.
- 10.22 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.
- 10.23 Bidders may download and refer the “Instructions for Online Bid Submission” from (<https://eprocure.gov.in/eprocure/app;jsessionid=A8B54EEC72D86DF9AA9D9B2DDACDAB8D.eprocgep4?page=BiddersManualKit&service=page>).
- 10.24 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 NIT 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”.
- 10.25 Bill of Quantities with rates duly filled in are to be submitted in the format provided online in the name of “Financial Bid”.
- 10.26 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.
- 10.27 The bidders are advised to submit their e-bids well before the e-bid due date. IIT KHARAGPUR shall not be responsible for any delay in submission of e-bids for any reason including server and technical problems.
- 10.28 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.
- 10.29 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 colored (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.

- 10.30 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.
- 10.31 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.
- 10.32 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 10.33 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.
- 10.34 Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

GENERAL TERMS AND CONDITIONS:

1. BID OPENING AND EVALUATION

1.1 OPENING OF BIDS BY SRIC, IIT KGP

- 1.1.2 IIT KGP-SRIC shall open the **Technical Bids Electronically on 00/00/2025 at 12:00 HRS IIT KHARAGPUR (SRIC)**.
- 1.1.2 The date fixed for opening of bids if subsequently declared as holiday by SRIC, IIT KGP 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.
- 1.1.3 The financial bid will be opened only for bidders declared eligible and selected after technocommercial evaluation. The financial bid will be opened on a date fixed after evaluation of technocommercial bids and will be intimated to all eligible bidders in advance.

2. CLARIFICATION OF BIDS

In case any bidder requires any clarification, bidder can feel free to raise their query on or before the date given in SECTION-1A of the tender document. Release of response to clarifications on queries shall be available in the Institute's website www.iitkgp.ac.in, by the respective principal investigator.

All interested bidders shall follow the institute's website and CPP Portal at regular intervals for clarifications / corrigendum if any.

3. SELECTION PROCEDURE



- 3.1 Agencies found to fulfil eligibility conditions will be considered after verifications of eligibility criteria mentioned in Section II.
- 3.2 The bidders shall be evaluated as per criteria mention in the tender documents.
- 3.3 Financial bids of the selected agencies only shall be opened.

4. Evaluation of Bids

4.1 The technical bids will be evaluated in two steps

The bids will be examined based on eligibility criteria stipulated at Section-II-1 to shortlist the eligible bidders.

The technical bids of only the short listed eligible bidders shall be evaluated based on technical specifications stipulated.

The bidders whose technical bid is found to meet both the requirements as specified above will qualify for opening of the financial bid and will be informed about the date and time of the opening of the financial bid.

The duly constituted Tender Evaluation Committee (TEC) shall evaluate the bids. The TEC shall be empowered to take appropriate decisions on minor deviations, if any.

The bidder's name, bid prices, discounts and such other details considered as appropriate will be announced at the time of opening of the financial bids.

4.2 Comparison of Bids

Only the short-listed bids from the bid evaluation shall be considered for commercial comparison. The Financial bids will be evaluated on the basis of prices quoted.

The contract will be awarded to lowest evaluated bidder

4.2.1 SRIC-IIT KGP reserves the right to offer the contract to a qualified bidder.

4.2.2 SRIC-IIT KGP's decision in regard to evaluation & selection shall be FINAL and binding on the Agency and same shall not be challenged by the agency before the Court.

5. CONTACTING SRIC, IIT KGP

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

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

6. AWARD of Contract

6.1 IIT KGP-SRIC shall award the contract to the Bidder(s) whose Bid(s) has been determined to be substantively responsive, eligible and qualified, technically suitable and who has offered the lowest evaluated bid price as per evaluation criteria detailed in the tender document. The contract will be awarded based on the guidelines mentioned in the 'Public



Procurement (Preference to Make in India), Order 2017' order no. P- 45021/2/2017-PP (B.E.-II) dated. 16/09/2020 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (Public Procurement Section) and Purchase Preference and facilities to MSEs (Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 and its amendments 09.11.2018) and any subsequent revision thereafter.

- 6.2 Award of work shall be considered on the basis of requirement as assessed by SRIC, IIT KGP.
- 6.3 A purchase order will be issued by SRIC, IIT KGP to the successful bidder.
- 6.4 The Agency should supply the equipment as early as possible after the award of purchase order.
- 6.5 Upon the successful bidder furnishing of performance security pursuant to clause 2 Section III, IIT KGP-SRIC shall discharge the bid security in pursuant clause to 8, Sec II.
- 6.6 The selection of the agency will be at the sole discretion of the SRIC, IIT Kharagpur.
- 6.7 It shall be mandatory for the successful bidder to be registered on GeM and obtain a unique GeM seller ID before the placement of LoA or the contract. This ID shall be incorporated in the contract.

7. SRIC, IIT KGP's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

IIT KGP –SRIC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of SRIC, IIT KGP's action.

8. JURISDICTION

This tender and or the contract or work order issued under this tender shall be governed by Laws of India and shall be exclusive jurisdiction of courts at Medinipur, West Bengal.

9. TAXES

Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

10. DUTIES

IIT Kharagpur is exempted from paying custom duty under notification No.51/96 (partially or full) and necessary "Custom Duty Exemption Certificate" can be issued after providing following information and Custom Duty Exemption Certificate will be issued to the shipment in the name of the Institute, (no certificate will be issued to third party): The procured product should be used for teaching, scientific and research work only.



- 11.** Bidders should be the manufacturer / authorized dealer. Letter of Authorization from original equipment manufacturer (OEM) on the same and specific to the tender should be enclosed.
- (ii) An undertaking from the OEM is required stating that they would facilitate the bidder on a regular basis with technology/product updates and extend support for the warranty as well.
- (iii) OEM should be internationally reputed Branded Company.
- (iv) Non-compliance of tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between bidder specification and supporting documents etc. may lead to rejection of the bid.
- (v) In the tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- (vi) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

12. Conflict of Interest

Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive. Bidder shall be required to declare the absence of such conflict of interest on Company Letter-head Along with supporting documents, if any. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:

- (VIII) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (IX) receives or have received any direct or indirect subsidy/ financial stake from another bidder; or
- (X) has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorised distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or
- (XI) has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or
- (XII) participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or
- (XIII) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Detailed Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc) of this Tender process; or
- (XIV) has a close business or family relationship with a staff of the Procuring Organisation who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.



SECTION - III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

The general condition shall apply in contracts made by IIT KGP-SRIC for the procurement of goods/services.

2. PERFORMANCE SECURITY

- 2.1 The successful bidder shall be required to deposit**(3-5%)** of the total value of the order as performance security, within 14 days of issue of Purchase Order /letter of intent in the form of D.D*/Pay Order*/Insurance Surety bonds/Fixed Deposit Receipt*/Bank Guarantee /performance security bond prescribed in Section (VIII) from commercial bank drawn in favour of "**IIT Kharagpur, payable at Kharagpur**" and the bank guarantee shall remain valid for 60 days beyond the date of completion of all contractual obligation of supplier including warranty obligation for the equipment/goods.
- 2.2 The amount of performance security so withheld will be discharged after the warranty period is over.
- 2.3 If the contractor fails or neglects any of the bid obligations under the contract it shall be lawful for IITKGP-SRIC to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure.
- 2.4 The proceedings of performance security shall be payable to IITKGP-SRIC as compensation for any loss resulting from Supplier/Agency's failure to complete its obligation under the contract.
- 2.5 The performance security bond shall be extended suitably in the event of extension of period of contract or till all obligations under the contract has been satisfied.

*Performance Security will not be carrying any interest.

3. PAYMENT TERMS

100% Payment will be made on submission of all required documents (Including PBG) by the supplier/contractor after receipt and satisfactory installation (as certified by the concerned PI) of the store at the designated place in IITKGP.

4. PRICES

- 4.1 The rates quoted for the equipment shall be for free delivery and installation at **IITKGP-SRIC (designated Laboratories/Department/Centre/Schools)**
- 4.2 Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the price quoted by the supplier in his bid.
- 4.3 Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time.



- 4.4 In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take the benefit of decrease in these taxes/duties for the supplies made from the date of enactment of revised duties/taxes.
- 4.5 In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.
- 4.6 Any increase in taxes and others statutory duties/levies after the expiry of scheduled delivery date or award of contract/work order shall be to the supplier account. However, benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier.

50. CHANGES IN PURCHASE ORDERS

- 5.1 SRIC, IIT KGP may, at any time, by a written order given to a Supplier/ Agency, make changes within the general scope of the contract related to terms & references, enlarging the scope, analysis or specifications.
- 5.3 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the Supplier/Agency for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

51. Liquidated Damage Clause

The Liquidated Damages shall be levied, for delay in supply beyond the contractual delivery date at the rate 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price of the stores the delivery of which is delayed, for each month or part of a month.

52. As per Ministry of Finance, Deptt. of Expenditure, Public Procurement Division Order (Public Procurement No.1) issued from file No.6/18/2019-PPD dated 23rd July, 2020 regarding Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 2017, it is directed that any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority i.e. the Deptt. for Promotion of Industry and Internal Trade (DPIIT). The said order will not apply to bidders from those countries (even sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (updated lists of the countries are given in the Ministry of External Affairs) “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participated in a procurement process.

“Bidders from a country which shares a land border with India” for the purpose of this Order means:

- i. An entity incorporated, established or registered in such a country; or
- ii. A subsidiary of an entity incorporated, established or registered in such a country; or



- iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- iv. An entity whose beneficial owner is situated in such a country; or
- v. An Indian (or other) agent of such an entity; or
- vi. A natural person who is the citizen of such a country; or
- vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

The beneficial owner for the purpose of above will be as under: -

- 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercise control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of share or capital or profit of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management of policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- 2. In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

An agent is a person employed to do any act for another, or to represent another in dealings with the third person.

For Works contracts, including Turnkey contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

A certificate shall be submitted by bidders in the tender documents regarding their compliance with the said order. If the certificate submitted by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law. **Section XIII** (For Goods/ Services contracts)/ **Section XIV** (For Works contracts, including Turnkey contracts)

53. It is mandatory for bidders to quote items having local content more than 20%. Refer revised Public Procurement (Preference to Make in India), Order 2017 P-45021/2/2017-B.E-II dated 04.06.2020 issued by DPIIT, Ministry of Commerce and Industry, Govt. of India. (Submit duly filled Section-XI for the same)

54. **FORCE MAJEURE**



- 54.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, or hostility, acts of the public enemy, civil commotion, sabotage , fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of SRIC, IIT KGP as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.
- 54.2 Provided, also that if the contract is terminated under this clause, SRIC, IIT KGP shall be at liberty to take over from the contractor at a price to be fixed by SRIC, IIT KGP, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the contractor at the time of such termination or such portion thereof as SRIC, IIT KGP may deem fit, except such materials, bought out components and stores as the contractor may with the concurrence of SRIC, IIT KGP elect to retain.

55. TERMINATION FOR DEFAULT

- 10.1 SRIC, IIT KGP may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier/ Agency, terminate this contract in whole or in part,
- (d) If the Supplier/ Agency fails to deliver satisfactorily any or all of the goods & services within the time period (s) specified in the contract, or any extension thereof granted by IIT KGP-SRIC.
- (e) If the Supplier/ Agency fails to perform any other obligation(s) under the Contract; and
- (f) If the Supplier/ Agency, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as SRIC, IIT KGP may authorize in writing) after receipt of the default notice from SRIC, IIT KGP.
- 10.2 In the event SRIC, IIT KGP terminates the contract in whole or in part to SRIC, IIT KGP may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the Supplier/Agency shall be liable to SRIC, IIT KGP for any excess cost for such similar supplies. However, the Supplier/Agency shall continue the performance of the contract to the extent not terminated.

11. REJECTION:

In the event that any of the stores supplied by the Contractor is found defective in material or workmanship or otherwise not in conformity with the requirements of the Contract specifications, the purchaser shall either reject the stores or request the Contractor, in writing, to rectify the same. The Contractor, on receipt of such notification, shall either rectify or replace the defective stores free of cost to the purchaser. If the Contractor fails to do so, the purchaser may at his option either –



- (d) replace or rectify such defective stores and recover the extra cost so involved from the Contractor, or
 - (e) terminate the Contract for default as provided under clause 8 above, or
 - (f) acquire the defective stores at a reduced price considered equitable under the circumstances.
- The provision of this article shall not prejudice the Purchaser's rights

12. REPLACEMENT:

If the stores or any portion thereof is damaged or lost during transit, the Purchaser shall give notice to the Contractor setting forth particulars of such stores damaged or lost during transit. The replacement of such stores shall be effected by the Contractor within a reasonable time to avoid unnecessary delay in the intended usage of the Stores. In case the purchaser agrees, the price towards replacement items shall be paid by the purchaser on the basis of original price quoted in the tender or as reasonably worked out from the tender.

13. TERMINATION FOR INSOLVENCY

SRIC, IIT KGP may at any time terminate the Contract by giving written notice to the Supplier/ Agency, without compensation to the Supplier/ Agency. If the Supplier/ Agency becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SRIC, IIT KGP.

SECTION - IV

Special conditions of the Contract: -

1. The special conditions of the contract shall supplement the 'Instructions to the Bidders' as contained in Section II & "General Conditions of the Contract" as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III.
2. If the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.
4. Any clarification issued by purchaser in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
5. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid as per bid declaration form.
6. The bidder has to arrange demonstration of the product to be supplied at his own cost.
7. The Agency shall be responsible for compliance of all applicable laws, codes, statutory Regulations & established practice as required for performance of services under this contract. Whether now in force or which may hereinafter come in force during the currency of the contract and or extension thereof.
8. Bids with false declarations regarding Local contents shall be rejected as responsive, in addition to punitive actions under the MII orders and for violating the Code of Integrity as per the Tender Document.
9. **Invoices should be in the name of The Dean (R&D), IIT Kharagpur, Kharagpur-721302, Dist: Paschim Medinipur, West Bengal, India.**



Tender No. :-

Date with Company Seal

SECTION – V

DETAILED TECHNICAL SPECIFICATIONS

Name of the Equipment

Quantity – 01 No.

**(Techno-Commercial Terms and Conditions to be submitted by the vendor/firm
on its official letter head)**

Techno-Commercial Terms & Conditions:

- | | |
|--------------------------------|--|
| 19. Prices (quoted in INR) : | FOR IIT Kharagpur |
| 20. Payment : | Should be clearly mentioned, as per payment terms |
| 21. Validity of the quotation: | |
| 22. Delivery Period : | |
| 23. Warranty : | Comprehensive onsite warranty for three (03) year |
| 24. Order to be placed to | M/s. _____

_____ |

Signature _____
Name _____
Designation _____
Seal of the firm/organization

Indian Institute of Technology Kharagpur invites online Bids (Technical bid and Commercial bid) from all domestic manufacturer having registered office in India and experienced OEM (Original Equipment Manufacturer) OR OEM Authorized Dealer

A complete set of tender documents may be Download by prospective bidder free of cost from the website <http://eprocure.gov.in/eprocure/app>. Bidder has to make payment of requisite fees (i.e. Tender fees, if any and EMD) in the form of D.D*/Pay Order*/Insurance Surety bonds/Fixed Deposit Receipt*/Bank Guarantee /Banker's Cheque from any of the commercial bank or payment online (RTGS/NEFT) in an acceptable form only.



Tender No. :-

Date with Company Seal

SECTION – VI
TECHNICAL BIDS

Specification of the equipment / item (in detail) to be purchased

Details of Technical Specifications	Whether complied with YES/NO	If yes, please attach Tech literature of the equipment duly printed & clearly specify page No of Bulletin which specifically confirm this	If no, attach deviation statement	Remarks (if any)

Note: Please indicate the page numbers where documents uploaded /attached. The entire tender document should be serially page numbered including enclosures.

- N.B.: - 1. All the bidders are requested to provide true statement in the columns. Concealing of facts will liable to be rejected the tender completely. No communication will be made in this regard.
2. Category of classification of the goods in its packing as per IATA definition inclusive of nature of sensitivity and volume of cargo.
3. Separate page, if required may be used for the stated information with same format.

Signature of Tenderer with office seal



SECTION - VII

Price BID DECLARATION

No. IIT/SRIC/Dept. Code/Project Code/PI(Short)/25-26/EQ-

Date: ___/___/___

To

Prof./Dr. Name of the PI,

Name of the Department

Indian Institute of Technology Kharagpur

P.O.: Kharagpur, Dist: Medinipur (West)

Kharagpur - 721302

Dear Sir,

Having examined the conditions of contract and specifications including addenda Nos. (If any) the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide as per tender terms and conditions in conformity with the supply of the equipment, conditions of contract and specifications for the sum shown as per Section V, Section VI and price as per BOQ.xls format under Financial Cover and made part of this Bid.

We undertake, if our Bid is accepted, to commence deliveries within schedule time frame and to complete delivery of all the supplies specified in the contract within as per schedule calculated from the date of issue of your purchase order/RO.

If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for(3-5%) of the cost of equipment.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid, you may receive.

We have applied and have submitted required bid security as per clause 8, section II of tender document.

Dated this day of 2025

Name and Signature

In the capacity of

Duly authorized to sign the bid for and on behalf of



Tender No. :-

Date with Company Seal

SECTION - VIII

PERFORMANCE SECURITY GUARANTEE BOND

In consideration of Indian Institute of Technology Kharagpur, (SRIC) (herein after called the “SRIC, IIT KGP”} 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 _____ for the supply of _____ (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 SRIC, IIT KGP 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.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demanded from SRIC, IIT KGP stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by SRIC, IIT KGP 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 supply as per schedule V & parameters for failure of compliance of intellectuels 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 SRIC, IIT KGP 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 _____.

3. We undertake to pay to SRIC, IIT KGP 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.

4. 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 SRIC, IIT KGP 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 equipment(s) expire.

5. We (name of the bank) _____ further agree with SRIC, IIT KGP that SRIC, IIT KGP 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 SRIC, IIT KGP 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 SRIC, IIT KGP 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.

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

Dated the _____ day of _____ for _____

(Indicate the name of bank)



SECTION - IX

Bid Security/EMD Details Proforma

Date: ___/___/___

Tender No. IIT/SRIC/Dept. Code/Project Code/PI(Short)/25-26/EQ-

The EMD of **Rs.....** has been deposited in the Bank Account Number 95562200002545, Name of the Bank: Canara Bank, Branch: SRIC IIT Kharagpur, IFSC Code : CNRBo019556 . Details are given below.

For Online only (RTGS/NEFT)

Name of the Transferor Bank Account with Branch	Amount	Date of Transfer	UTR / Transaction No

For Offline only (in favour of the IIT KHARAGPUR and Payable at KHARAGPUR)

Name of the Bank	Amount	Date of Issue	Number of D.D*/Pay Order*/Insurance Surety bonds/Fixed Deposit Receipt*/Bank Guarantee /Banker's Cheque

Note: Scan copy of D.D*/Pay Order*/Insurance Surety bonds/Fixed Deposit Receipt*/Bank Guarantee /Banker's Cheque to be attached in the tender documents.

Note:

In case of MSME where the EMD is Exempted, IIT Kharagpur will give exemption for submission of Tender Fee and EMD to the bidders, who are registered with MSME or Central Purchase Organization or start-ups as recognized by DIPP as per revised rule 170 of GFR-2017 only. However, proper and valid documents in this regard must be submitted by the bidders in support of their claim.

Certificate for MSME etc. should be uploaded, failing which bid will be rejected.

In case the bid is submitted as an Indian arm of a foreign bidder and the eligibility criteria conditions were met through foreign company, then the EMD exemption cannot be claimed under the MSME status of India arm/subsidiary. Thus a bidder who solely on its own, fulfils each eligibility criteria condition as per the tender terms and conditions and who are having MSE status, can claim EMD exemption/tender fee.

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



**PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/UNSUCCESSFUL BIDDER
RTGS/National Electronic Fund Transfer (NEFT) Mandate Form**

1.	Name of the Bidder	
2.	Permanent Account No (PAN)	
3.	Particulars of Bank Account	
	w) Name of the Bank	
	x) Name of the Branch	
	y) Branch Code	
	z) Address	
	aa) City Name	
	bb) Telephone No	
	cc) NEFT/ RTGS	
	dd) IFSC / Swift Code	
	ee) 9 Digit MICR Code appearing on the cheque book	
	ff) Type of Account	
	gg) Account No.	
4.	Email ID of the Bidder	



Bid Security Self Declaration Form

Date: ___/___/___

Tender No. IIT/SRIC/Dept. Code/Project Code/PI(Short)/25-26/EQ-

To

The Dean (R&D)

Indian Institute of Technology Kharagpur
Sponsored Research and Industrial Consultancy
P.O.: Kharagpur, Dist: Medinipur (West)
Kharagpur - 721302

I/We The undersigned, declare that:

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

- e) 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
- f) 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 Security 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



Tender No. :-

Date with Company Seal

SECTION X
UNDERTAKING

I hereby undertake and declare that the agency M/S..... have not been black listed by any Government Organizations, autonomous bodies, Department of Government of India and Department of Government of West Bengal and any others State Government in India.

Signature of the Authorized Persons.....

Name & Seal of the Company

Date:

Place:



Tender No. :-

Date with Company Seal

SECTION XI

Self-Certificate for Local Content

D. *We [name of manufacturer] hereby confirm in respect of quoted item(s) that Local Content is equal to or more than 50% and come under ‘Class-I Local Supplier’ Category. The percentage of local content is_____. As being ‘Class-I Local Supplier’, we are eligible for Purchase Preference under ‘Make in India’ Policy vide GoI Order no. P- 45021/2/2017-PP (B.E.-II) dated 16th September, 2020. The stated local content shall not include the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.

OR

*We [name of manufacturer] hereby confirm in respect of quoted item(s) that Local Content is more than 20% but less than 50% and come under ‘Class-II Local Supplier’ Category. The percentage of local content is_____. The stated local content shall not include the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition

* Strike out whichever is not applicable

E. The details of the location(s) at which the local value addition made is/are as under:

- 1.....
- 2.....

- 3.....

F. Country of Origin _____

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Date:

Seal & Signature of the
Bidder

Note: Clarification for local content calculation as per OM No. P-45021/102/2019/BE-II-Part (1) (E-50310), dated March 4, 2021 of Government of India, Ministry of Commerce and Industry, Department of Promotion of Industry and Internal Trade, Public Procurement Section.



Tender No. :-

Date with Company Seal

SECTION XII

ORIGINAL EQUIPMENT MANUFACTURER (OEM) Manufacturing authorisation form (MAF) (*On Letter Head of Manufacturer*)

To

The Dean (R&D)
Indian Institute of Technology Kharagpur
Sponsored Research and Industrial
Consultancy
P.O.: Kharagpur, Dist: Medinipur (West)
Kharagpur - 721302

Dear Sir,

We manufactures of original equipment at (.....address of factory.....) do hereby authorize M/s (Name and address of Agent) to submit a bid, negotiate and receive the order against your tender enquiry.

M/s. is authorized to bid and conclude the contract in regard to this business.

We hereby extend our full guarantee and warranty as per clause of the terms and conditions NIT for the goods and services offered by the above firm.

Yours Faithfully,

(Name)

(Name & Seal of Manufactures)

Note: -

- 1. In cases of agents quoting in offshore procurements**, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. **One manufacturer can authorize only one agent/dealer**

2. The letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The same should be included by the bidder in its techno-commercial unpriced bid.

Tender No. :-

Date with Company Seal



SECTION XII

<On Organization Letter Head>

(For Goods/ Services Contracts)

CERTIFICATE

I have read the clause related to insertion of Rule 144 (xi) in the General Financial Rules 2017 vide O.M No.F.7/10/2021-PPD(1) dated 23rd February, 2023 (Public Procurement No.4) and any amendment made thereafter of the Ministry of Finance regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that this bidder is not from such a country.

OR (whichever is applicable)

I have read the clause related to insertion of Rule 144 (xi) in the General Financial Rules 2017 vide O.M No.F.7/10/2021-PPD(1) dated 23rd February, 2023 (Public Procurement No.4) and any amendment made thereafter of the Ministry of Finance regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that this bidder is from _____ (Name of Country) and has been registered with the Competent Authority. I also certify that this bidder fulfills all the requirements in this regard and is eligible to be considered. (Copy/ evidence of valid registration by the Competent Authority is to be attached)

AND

I have read the clause regarding restriction on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent Authority

OR (whichever is applicable)

I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement.

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Signature of Bidder/ Agent

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____



Tender No. :-

Date with Company Seal

SECTION XIV

<On Organization Letter Head>

(For Works Contracts, including Turnkey contracts)

CERTIFICATE

I have read the clause related to insertion of Rule 144 (xi) in the General Financial Rules 2017 vide O.M No.F.7/10/2021-PPD(1) dated 23rd February, 2023 (Public Procurement No.4) and any amendment made thereafter of the Ministry of Finance regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to supplier/contractors from such countries and hereby certify that this bidder is not from such a country and will not sub-contract any work to a supplier/contractor from such countries unless such supplier/contractor is registered with the Competent Authority.

OR (whichever is applicable)

I have read the clause related to insertion of Rule 144 (xi) in the General Financial Rules 2017 vide O.M No.F.7/10/2021-PPD(1) dated 23rd February, 2023 (Public Procurement No.4) and any amendment made thereafter of the Ministry of Finance regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to supplier/contractors from such countries and hereby certify that this bidder is from

_____ (Name of Country) and has been registered with the Competent Authority and will not sub-contract any work to a supplier/contractor from such countries unless such supplier/contractor is registered with the Competent Authority. I also certify that this bidder fulfills all the requirements in this regard and is eligible to be considered. (Copy/ evidence of valid registration by the Competent Authority is to be attached

AND

I have read the clause regarding restriction on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent Authority

OR (whichever is applicable)

I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement.

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Signature of Bidder/ Agent

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____



Tender No. :-

Date with Company Seal

SECTION XV

Integrity Pact

(To be signed on Plain Paper)

(To be submitted as part of Technical bid)

Tender Document No. Tend No./

.....;

Tender Title:

.....
This Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of
_____ 202____ at _____, India.

BETWEEN

Procuring Organisation, Indian Institute of Technology Kharagpur , set up by the Act of Parliament called “Institute of Technology Act 1961” and having its Office at Kharagpur Po: Kharagpur, Pin-721302 through Dean (R&D), for and on behalf of Director , Indian Institute of Technology Kharagpur (hereinafter called the “The Principal”, which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/ s. _____ (hereinafter called the “The Bidder/ Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

‘The Principal’ intends to award, under laid down organizational procedures, contract/s for _____, ‘The Principal’ values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s).

In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the ‘The Principal’

(1) ‘The Principal’ commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal shall exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition, can initiate disciplinary actions.

Section 2 - Commitments of the ‘Bidder/ Contractor’



(1) The ‘Bidder/ Contractor’ commit themselves to take all measures necessary to prevent corruption. The ‘Bidder/ Contractor’ commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The ‘Bidder/ Contractor’ shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal’s employees involved in the tender process or the execution of the contract, or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The ‘Bidder/ Contractor’ shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.

c. The ‘Bidder/ Contractor’ shall not commit any offence under the relevant IPC/ PC Act; further, the ‘Bidder/ Contractor’ shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

d. The ‘Bidder/ Contractor’ of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder/ Contractor. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed in Appendix to this agreement.

e. The ‘Bidder/ Contractor’ shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.

f. Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The ‘Bidder/ Contractor’ shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the ‘Bidder/ Contractor’, before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the ‘Bidder/ Contractor’ from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the ‘Bidder/ Contractor’ from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from ‘Bidder/ Contractor’ the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

(1) Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.



(2) If Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process, or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders/ Contractors/ Subcontractors

(1) In the case of Sub-contracting, the Principal Contractor shall take responsibility for the adoption of the Integrity Pact by the Sub-contractor.

(2) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

(1) The Principal appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/ she reports to the Head of the Procuring Organisation.

(3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal, including that provided by the contractor. The contractor shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Procuring Organisation and recuse himself/ herself from that case.

(5) The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the contractor. The parties offer the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

(7) The Monitor shall submit a written report to the Head of the Procuring Organisation within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to Head of the Procuring Organisation, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Head of the Procuring Organisation has not, within the reasonable time, taken visible action to proceed against such offence or reported



it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Head of the Procuring Organisation.

Section 10 - Other provisions

(1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., Kharagpur/ Medinipur.

(2) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.

(3) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.

(5) Issues like Warranty/ Guarantee etc., shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.

For and on behalf of the Principal

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of 'Bidder/ Contractor'

(Name of the Officer and Designation)

(Office Seal)

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)



Tender No. :-

Date with Company Seal

SECTION XVI
TENDER DOCUMENT FOR PURCHASE OF (Name of the Equipment)

TENDER NO. IIT/SRIC/Dept. Code/Project Code/PI(Short)/25-26/EQ-

CHECKLIST FOR THE TENDERER

***Supportive Documents must enclose for fulfilling Eligibility criteria, to be submitted by the Tenderer**

Name and Address of the Tenderer:	List of Equipment Quoted
Bid Security Self Declaration Format	Yes/ No

01	Minimum Five (5) years' experience in the field of supply of laboratory equipment	Yes/No
02	Average Annual Turnover of at least 0,00,000 INR (Min 50% of estimated value) during last 3 financial years i.e. 2022-23, 2023-24 and 2024-25 is required	
03	A bid form at a prescribed Format	
04	Bid Security/EMD Details Proforma	
05	Audited Financial Statement for last three financial years (i.e. 2022-23, 2023-24 and 2024-25)	
06	Copy of IT Return Acknowledgement for the preceding three financial years (i.e. 2021-22, 2022-23 and 2023-24)	
07	Registration Certificate/Certificate of incorporation, if any	
08	Must have supplied similar equipment to laboratories of State or Central Government Institutions or reputed Educational or Research Institution and proof of such supplies should be produced	
09	GST Registration Certificate	
10	Copy of PAN./CIN No. of the Company	
11	Authorized dealer Certificate from Manufacturer	
12	Lists of clients with reference in minimum five firms with name, designation and contact details	
13	Brief on supply of laboratory equipment handled during last five years	
14	List of offices/branches in India, with address and contact details	
15	Contact Person Mobile No. & Land Line	
16	Self-Certificate for Local Content	
17	OEM Authorization	
18	Integrity Pact	
19	Solvency Certificate	



20	(For Goods/ Services Contracts) Certificate - Bidder Not from/ from Country sharing Land border with India & Registration of Bidder with Competent Authority	
21	(For Works Contracts, including Turnkey Contracts) Certificate – Bidder Not from/ from Country sharing Land border with India, Registration of Bidder with Competent Authority & not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority	

Signature of the Tenderer

Date:
Company Seal

Date with



19. Annexure-4

Global Tender Enquiry Document (GTE)

for

Purchase of _____ (Name of the Equipment)

***For & On Behalf of
SRIC IIT KHARAGPUR***

On E-Tender Basis

Tender No. IIT/SRIC/Dept. Code/Project Code/PI(Short)/25-26/EQ-

Sponsored Research and Industrial Consultancy (SRIC)

Indian Institute of Technology Kharagpur

Kharagpur - 721302

Email: _____ (PI's Institute Email ID)

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SECTION – I

No. IIT/SRIC/Dept. Code/Project Code/PI(Short)/25-26/EQ-

Date: ____/____/____

Invitation for Bids / Global Notice Inviting Tender (E-Procurement Mode)

Indian Institute of Technology Kharagpur set up by the Act of parliament called The Institutes 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. On behalf of Sponsored Research and Industrial Consultancy, INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR (IIT KGP), the Director, acting through the Dean (R&D) invites e-tender from established and reliable manufacturers, who fulfil the criteria mentioned in the tender documents for Supply of (Name of the Equipment). The list of equipment and their specifications are given in Section V.

Complete Tender Documents can be downloaded from the website "<https://eprocure.gov.in/eprocure/app>" from **00 May, 2025 to 00 June, 2025 upto 12:00 HRS.** IIT KGP -SRIC shall open the **Technical Bids Electronically** on the specified date and time at **IIT KHARAGPUR (SRIC).**

Interested eligible manufacturer 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 Earnest Money (EMD) of **Rs. (Rupees) (2% of Estimated cost)** shall be deposited in the form of D.D*/Pay Order*/Insurance Surety bonds/Fixed Deposit Receipt*/Bank Guarantee /Banker's Cheque from any of the commercial bank or payment online (RTGS/NEFT) in an acceptable form.

Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

The Competent Authority, 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.

Dated: ____/____/____

Dean (R&D)



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.

Sl. No.	Information	Details
01.	Tender Number and Date	 Date: _____
02.	EMD Amount (Will be accepted only through D.D*/Pay Order*/Insurance Surety bonds/Fixed Deposit Receipt*/Bank Guarantee /Banker's Cheque or payment online (RTGS/NEFT)). IIT Kharagpur-SRIC Bank details are as under: Name of the Bank A/C: ESD Account A/C No.: 95562200002545 Name of the Bank: Canara Bank Branch: SRIC IIT Kharagpur IFSC Code : CNRBo019556 Swift Code : CNRBINBBBBFD	INR 00,000/-
03.	Last date for submission of written queries for clarifications to the email id:	7 days before Last Date for Submission PI@iitkgp.ac.in (Institute email id)
04.	Date of Release of response to clarifications on www.iitkgp.ac.in	_____
05.	Last date for submission of Tender (Online only)	_____ (Min 28 days) (12:00 HRS)
06.	Contact details	Name of PI Name of Dept. INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR PO: KHARAGPUR, DIST: MEDINIPUR (WEST) WEST BENGAL, INDIA - 721302
07	The date and time for opening of Technical Bid	 (12:00 HRS)



SECTION - II **INSTRUCTIONS TO BIDDERS**

1. All offers in the prescribed format, should be submitted online before the time and date fixed for the receipt of offers as set forth in the tender papers. Offers received after the stipulated time and date will be summarily rejected.
2. The suppliers while claiming the payment will furnish the following certificate to the paying authorities. "We hereby declare that additional set offs/input tax credit to the tune of Rs. has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted".
3. Even for contracts where GST is payable, this input tax credit may become admissible to the supplies where the supplier happens to be located in the state in which GST has been implemented.
4. Any Indian Agent/Associate/Channel partner etc of Foreign Supplier cannot represent two suppliers or quote on their behalf.
5. In case the date of tender opening falls on a Gazetted holidays or is subsequently declared as such, the tenders will be opened on the next working day at the fixed time.
6. Tenderer should indicate their specific agreement to the following terms & conditions while submitting their offer:
 - (v) **Payment terms:** To accept payment terms as indicated in Section-II (clause 28) of Bid documents.
 - (vi) **Performance Bank guarantee:** PBG of(3-5%) of the total value (including all taxes) of PO value as per Section-III General Terms and Conditions (clause 18) of Bid document.
 - (vii) **Liquidated Damage:** To accept LD clause as detailed in Section-III General Terms and Conditions (clause 15) of Bid document.
 - (viii) Warranty period as per Section-IV (clause 8) of Special Conditions of Contracts.
7. In case Tenderer himself is not manufacturer of the item, they must attach valid tender specific authorization certificate and proforma quotation from their principal.
8. When payment is made through letter of credit, LC opening charges will be on IIT Kharagpur-SRIC. Unless otherwise indicated the payment will be negotiated against documents as below
 - (viii) Supplier's detailed invoice showing quantity, description/part no of the material as per contract, rates and total price of the materials delivered on FOB/FCA.
 - (ix) Manufacturer's work test certificate issued by manufacturers.
 - (x) One copy of the packing list indicating contents of the materials Box wise, marking, net weight, gross weight and over all dimension.
 - (xi) A certificate showing the country of origin of materials supplied.
 - (xii) Certificate along with a copy of email stating that the original shipping documents have been forwarded to the port consignee in India by first class airmail. Also copies of shipping documents viz Airway bill/bill of lading, country of origin, invoice, packing list have been sent to their agencies as per terms and conditions of this contract. Documentary proof in the form of email/postal/courier receipt should accompany the certificate.
- (xiii) Purchaser has been advised of the closing particulars of shipment by e-mail.
- (xiv) Certificate that the firm shall comply with the warranty obligation under this contract pursuant to the warranty.
9. All information in the offer must be in English. Information in any other language must be accompanied by its authenticated translation in English; failure to comply with this may render the offer liable to be rejected. In the event of any discrepancy between an offer in a language other than English and its English translation, the English translation will prevail.
10. The equipment/Spares offered should be in accordance with the specifications / stipulated drawings in "DETAILED TECHNICAL SPECIFICATIONS (Section-V)". Details of variations from the specifications / drawings, if any, should be clearly indicated and in such an event, a certificate from the users must be



furnished to the effect that the product offered is and alternative acceptable to the users in the country of origin and in one or more other countries. The names of users in those foreign countries should also be indicated.

11. AGENTS AND SERVICE FACILITIES IN INDIA

- 11.1 IIT Kharagpur, SRIC would prefer to deal with manufacturer of stores directly and not with agent, brokers & middlemen. Manufacturers are, therefore, encouraged to quote against the tender. Foreign firms quoting directly against the enquiry and who want Indian Agent/Associates and/or servicing facilities in India should indicate in their offer the name of their Indian Agents/Associates or the representatives they have for servicing in India, they should quote on FOB/FCA price.
- 11.2 The following particulars are also required to be furnished by Tenderers failing which their offers are liable to be ignored:-
- (v) The precise relationship between the foreign manufacturers/principals and their Indian Agent/Associates,
 - (vi) The mutual interest which the manufacturers/principals and the Indian Agents/Associates have in the business of each other.
 - (vii) Indian Agent's Income-tax payment account number;
 - (viii) All services to be rendered by the Agent/Associate whether of general nature or in relation to the particular contract and the facilities/infrastructure available with them for the same.

12. In a tender, either the Indian agent on behalf the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
13. If an agent submits bid on behalf of the Principal OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
14. The agent is official representative of Manufacturer/Principal/Bidder. Accordingly, Manufacturer/Principal/Bidder shall be fully responsible for the conduct of their appointed agent. This may please be noted.

15. QUALIFICATION CRITERIA

The invitation of bids is open to all manufacturer / authorized agents / Associates, who fulfil the criteria as specified below:

- 15.1 The tenderer shall provide satisfactory evidence acceptable to the Purchaser to show that-
- (vii) The tenderer must be a licensed manufacturer or it's authorized Indian Agent. They may authorise their agent as per proforma of Manufacturer authorization form as given in the tender enquiry document to quote and enter into a contractual obligation.
 - (viii) The Manufacturer should have supplied and installed in last Five years from the date of Tender Opening, at least 25% of the quoted quantity (rounded off to next whole number) of the similar equipment meeting major parameters of technical specification which is functioning satisfactorily.
 - (ix) However, in case quoted quantity is one, the Manufacturer should have supplied and installed at least one quantity of the similar equipment meeting major parameters of technical specification which is functioning satisfactorily in last Five years from the date of Tender Opening
 - (x) The Tenderer quoting as authorized representative of the manufacturer meeting the above criteria 15.1 (ii) or (iii) should have executed at least one contract in the last five years from the date of tender opening of similar equipment meeting major parameters of Technical specification which is functioning satisfactorily, anywhere in India of the same manufacturer.
 - (xi) Tenderer has adequate plant and manufacturing capacity to manufacture and supply the items offered within the delivery schedule offered by him;
 - (xii) Tenderer has established quality control system and organization to ensure that there is adequate control at all stages of the manufacturing process.
- 15.2 For purposes of para-15.1. the tenderers should additionally submit-
- (iii) In support of 15 (ii), 15 (iii) & 15 (iv), the Tenderer shall furnish Performance statement in the enclosed in Section XIV.



The Manufacturer/Indian Agent as Tenderer shall furnish Satisfactory Performance Certificate/Installation Reports in respect of above, along with the tender.

- (iv) a statement indicating details of equipment employed and quality control measures adopted as in Section XV.

15.3 Tender shall submit audited balance sheets for the last three years. Annual Turnover statements should be certified by Chartered Accountant/ Certified Public Accountants or equivalent bearing their membership Number.

15.4 The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre-determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.

16. As per Ministry of Finance, Deptt. of Expenditure, Public Procurement Division Order (Public Procurement No.4) issued from file No.F.7/10/2021-PPD(1) dated 23rd February, 2023 and any amendment made thereafter regarding Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 2017, it is directed that any bidder from a country which shares a land border with India and any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority i.e. the Deptt. for Promotion of Industry and Internal Trade (DPIIT). The said order will not apply to bidders from those countries (even sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (updated lists of the countries are given in the Ministry of External Affairs)

“Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC) Comprehensive Maintenance Contract (CMC), consumables for closed system from OEMs or their authorized agent, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participated in a procurement process.

“Bidders from a country which shares a land border with India” for the purpose of this Order means:

- i. An entity incorporated, established or registered in such a country; or
- ii. A subsidiary of an entity incorporated, established or registered in such a country; or
- iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- iv. An entity whose beneficial owner is situated in such a country; or
- v. An Indian (or other) agent of such an entity; or
- vi. A natural person who is the citizen of such a country; or
- vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

The beneficial owner for the purpose of above will be as under:-

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercise control through other means.

Explanation-

- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of share or capital or profit of the company;
- b. “Control” shall include the right to appoint majority of the directors or to control the management of policy decisions including by virtue of their shareholding or management rights or shareholders’ agreements or voting agreements;



2. In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

An agent is a person employed to do any act for another, or to represent another in dealings with the third person.

For Works contracts, including Turnkey contracts, the successful bidder shall not be allowed to sub-contract works to any supplier/contractor from a country which shares a land border with India unless such supplier/contractor is registered with the Competent Authority.

A certificate shall be submitted by bidders in the tender documents regarding their compliance with the said order. If the certificate submitted by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law. **Section XII** (For Goods/ Services contracts)/ **Section XIII** (For Works contracts, including Turnkey contracts)

Note: “We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money”

- 16.1 In addition to the above, information regarding his capacity/capability, if required by the purchaser shall be promptly furnished by the tenderer.
- 16.2 Tenderer not submitting the requisite information may note that his offer is liable to be ignored.

17. 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.

18. BID DOCUMENTS

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.

H. PREPARATION OF BIDS

Bidder should take into account any corrigendum published on the tender document through CPP Portal and the Institute's web site i.e. (www.iitkgp.ac.in) before submitting their bids.

19. DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall comprise the following components (these will also be used for determining the eligibility criteria)



- 19.1 Documentary evidence established in accordance with the eligibility criteria explained above that the bidder is eligible to bid and is qualified to perform the contract if the bid is accepted.
- 19.2 A bid form and price schedule completed in accordance with the guideline.
- 19.3 Bidder shall furnish a clause-by-clause compliance to the requirements and commercial conditions demonstrating responsiveness to terms and conditions. A bid without clause-by-clause compliance of terms and conditions shall not be considered.
- 19.4 Email id and phone number of the contact person of the firm.

20. BID FORM

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

21. BID SECURITY

- 21.1 The bidder shall furnish, as part of his bid, a bid security/EMD as per Format specified in Section IX.
- 21.2 IIT Kharagpur will give exemption for submission of Tender Fee and EMD to the bidders, who are registered with MSME or Central Purchase Organization or startups as recognized by DIPP as per revised rule 170 of GFR-2017 only. However, proper and valid documents in this regard must be submitted by the bidders in support of their claim.
- 21.3 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.

22. PERIOD OF VALIDITY OF BIDS

- 22.1 Bid shall remain valid for 150 days after the date of opening of bids prescribed by IIT KGP-SRIC. A bid valid for a shorter period shall be rejected by IIT KGP-SRIC as non-responsive.
- 22.2 In exceptional circumstances, IIT KGP-SRIC may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The Bid Security/EMD Details Proforma as per Section-IX shall also be suitably extended. A bidder accepting the request and granting extension will not be permitted to modify his bid.

23. LOCAL CONDITIONS

It will be imperative on each tenderer to fully acquaint himself of all the local conditions and factors which would have any effect on the performance of the contract and cost of the stores. In his own interest, the foreign tenderer should familiarise himself with the Income Tax act. 1961, the Companies Act. 1956, the Customs Act. 1962 and related Laws in force in India. The purchaser shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price, or time schedule of delivery of stores shall be entertained after the offer is accepted by the purchaser.

24. PRICE BASIS AND INDEMNITY

- 24.1 Prices indicated in the BOQ.xls Format under Financial Cover shall be entered in the following manner:
- 24.2 **PRICE BIDS FOR INDIAN FIRMS:** The bidder shall give FOR destination price, inclusive of all Levies & Taxes for equipment for IIT KGP-SRIC in INR only.



- 24.3 **PRICE BIDS FOR FOREIGN FIRMS:** In case of imports, the price should be quoted on FOB/FCA origin Seaport/Airport Basis only.

At any circumstances, it is the responsibility of the foreign supplier to handover the material to our forwarder at the origin airport after completing all the inland clearing. No Ex- Works consignment will be entertained.

Note: -Comparison of prices will be done ONLY on the bids submitted for the Main Equipment and anything asked as 'Optional' in the specs is not to be included for overall comparison.

- 24.4 The prices should be stated only in one currency and should be either in the currency of the manufacturer's country or an equivalent amount in the currency of the country of the tenderer. However, if the goods offered are manufactured in more than one country, the tenderer may state the bid price in the currency of the country of origin in which he wishes to be paid. Alternatively, tenderer may, at his option, state the entire bid price in U.S. Dollars.
- 24.5 The tenderers should quote their lowest possible price. Quotations should be made only for units specified in the "DETAILED TECHNICAL SPECIFICATIONS (Section-V)".
- 24.6 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 24.7 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.
- 24.8 Bidders desiring to offer discount shall modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free service, etc, into account".

25. INSURANCE

Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

- (c) In case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from ware house to ware house (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee. If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

- (d) In case of orders placed on FOB/FCA basis, the purchaser shall arrange for Insurance.

26. SPARE PARTS

- 26.1 If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:
- c) The spare parts as selected by the Purchaser/Consignee to be purchased from the supplier, subject to the condition that such purchase of the spare parts



shall not relieve the supplier of any contractual obligation including warranty obligations; and

- d) In case the production of the spare parts is discontinued:
 - (iv) Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
 - (v) Immediately following such discontinuation, providing the Purchaser/Consignee, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/Consignee.

26.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser/Consignee promptly on receipt of order from the Purchaser/Consignee.

27. INCIDENTAL SERVICES

- 27.1 Subject to the stipulation, if any, in the SCC, List of Requirements and the Technical Specification, the supplier shall be required to perform the following services.
- v) Installation & commissioning, Supervision and Demonstration of the goods
 - vi) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
 - vii) Training of Consignee's, Staff, operators etc. for operating and maintaining the goods
 - viii) Supplying required number of operation & maintenance manual for the goods

28. EVALUATION OF BIDS

28.1 The technical bids will be evaluated in two steps

The bids will be examined based on eligibility criteria stipulated at Section-II to shortlist the eligible bidders.

The technical bids of only the short listed eligible bidders shall be evaluated based on technical specifications stipulated.

The bidders whose technical bid is found to meet both the requirements as specified above will qualify for opening of the financial bid.

The duly constituted Tender Evaluation Committee (TEC) shall evaluate the bids. The TEC shall be empowered to take appropriate decisions on minor deviations, if any.

28.2 Comparison of Bids

Only the short-listed bids from the bid evaluation shall be considered for commercial / financial comparison. The Financial bids will be evaluated on the basis of prices quoted.

The contract will be awarded to lowest evaluated bidder



- 28.2.1 For purpose of the evaluation and comparison of offers, all prices shall be converted to Indian Rupees at the exchange rate for each of the currencies in which such prices are expressed, on the date of opening of tenders
- 28.2.2 For commercial comparison, import cost of 35% will be added to the FOB/FCA price and the lowest bidder will be identified from BOQ.xls under financial cover.
- 28.2.3 Bidder selected will be offered contract as per Section-II of the Tender Document.
- 28.2.4 SRIC-IIT KGP reserves the right to offer the contract to a qualified bidder.
- 28.2.5 SRIC-IIT KGP's decision in regard to evaluation & selection shall be FINAL and binding on the Agency and same shall not be challenged by the agency before the Court.
- 28.2.6 Discounts with conditions attached such as discounts having linkages to quantity, early payment, early Receipt Notes etc. will not be considered for evaluation purpose. Thus discounted rates, linked to quantities and prompt payment etc., will be ignored for determining inter-se price ranking position. If a firm quotes different rates for different quantity slabs, the highest of the rates so quoted will only be taken for determining the inter-se price ranking position.

Though the rates without considering discounts with conditions attached and highest of the rates of different quantity slabs shall only be considered for evaluation purpose, IIT Kharagpur-SRIC may avail the discounted/lowest of the slab rates, if otherwise firm's offer is found to be acceptable.

29. PAYMENT TERMS

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner

C) Payment for Domestic Goods or Foreign Origin Located Within India.

Payment shall be made in Indian Rupees as specified in the contract in the following manner: 100% payment would be made against 'Final Acceptance Certificate' as per Section XVI of goods to be issued by the consignees' subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. Final acceptance certificate will be released by the consignee on completion of installation, commissioning, training, successful running of equipment (at least 2-3 weeks) and handing over the equipment to the consignee.

D) Payment for Imported Goods

Payment for foreign currency shall be made in the currency as specified in the contract in the following manner:

On Shipment:

80% of the net FOB/FCA price of the goods shipped shall be paid through irrevocable Letter of Credit (LC)/Cash Against Shipping Documents (CAD)/Against delivery/after satisfactory installation by Swift T.T.

Letter of Credit (LC) will be established in favour of foreign Supplier after the submission of performance security. The letter of credit (LC) will be established on the exchange rates



as applicable on the date of establishment. LC will be opened for 80% FOB/FCA value. 100% of the LC amount shall be released on presentation of complete and clear shipping documents and the remaining 20% by Swift T.T. of the Purchase Order value shall be released after satisfactory installation, commissioning and performance of the equipment at IIT Kharagpur post satisfactory certification by respective Principal Investigator (End User). Irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:

- (xi) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (xii) Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill, marked freight pre-paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (xiii) Four Copies of packing list identifying contents of each package;
- (xiv) Insurance Certificate as per terms of the tender clause and documents also to be submitted for payment of LC confirming that dispatch documents have already been sent to all concerned as per the contract within 24 hours;
- (xv) Manufacturer's/Supplier's warranty certificate;
- (xvi) Inspection certificate issued by the nominated inspection agency, if applicable as per contract;
- (xvii) Manufacturer's own factory inspection report and
- (xviii) Certificate of origin by the chamber of commerce of the concerned country;
- (xix) Inspection Certificate for the despatched equipment issued by recognized/ reputed agency
- (xx) Dispatch Clearance Certificate issued by IIT Kharagpur – SRIC

b) On Acceptance:

Balance payment of 20% of net FOB/FCA price of goods would be made against 'Final Acceptance Certificate' as per Section XVI to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any. Final acceptance certificate will be released by the consignee on completion of installation, commissioning, training, successful running of equipment (at least 2-3 weeks) and handing over the equipment to the consignee.

30. PACKING

- 30.1 The items tendered will have to undergo arduous transportation before reaching the destination and will have to be stored and handled in tropical climate conditions (including monsoons) before they are put to the actual use. it is therefore, imperative that packing for every items is decided by taking into consideration, inter - alia, the above vital factors, so as to eliminate damage/deterioration of items in transit/transhipment/handling or during storage.
- 30.2 The specification of the packing proposed shall be indicated.
- 30.3 The packing advices should bring out the weight, dimensions and size of each bundle/package. Where it is not possible to give weight of the bundles/packages, the supplier must indicate the volume to the bundles/packages, the number pieces per bundle/package, number of bundles/packages, and total weight of the items supplied.



- 30.4 Where the materials are shipped in bundles/packages the pieces in each bundle/package should be of uniform sizes to facilitate quick acceptance and payment. The number of pieces in each bundle/package should also be the same.

31. ACCEPTANCE OF TENDER

The Purchaser reserve the right to accept a tender for a part or whole of the quantity offered, reject any tender without assigning any reason and may not accept the lowest or any tender.

32. EFFECT AND VALIDITY OF OFFER

- 32.1 The submission of any offer connected with these specifications and documents shall constitute an agreement that the tenderer shall have no cause of action or claim against the purchaser for rejection of his offer. The purchaser shall always be at liberty to reject or accept any offer or offers at his sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the purchaser.
- 32.2 The offer shall be kept valid for a minimum period of one hundred and fifty (150) calendar days from the date of opening of tenders.
- 32.3 Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award is made by the purchaser to the tenderer. While the offers are under consideration, tenderers and/or their representatives or other interested parties are advised to refrain from contacting the purchaser by any means. If necessary, the purchaser may obtain clarifications on the offers by requesting for such information from any or all the tenderers, either in writing or through personal contact, as may be considered necessary. Tenderers are not permitted to change the substance of their offers after the offers have been opened.
- 32.4 The purchaser may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing (email). If the bidder agrees to the extension request, the validity of bid guarantee provided shall also be suitably extended. A bidder may refuse the request without forfeiting its bid guarantee. A bidder granting the request will not be permitted to modify its tender.

SUBMISSION OF BIDS

33. Information for Bidder on e-Procurement

- 33.1 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'.
- 33.2 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>]
- 33.3 It is mandatory for the bidders to get their firm/company registered with e-procurement portal <https://eprocure.gov.in/eprocure/app> to have user ID & password.



- 33.4 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.
- 33.5 Bidders may download and refer the “Instructions for Online Bid Submission” from (<https://eprocure.gov.in/eprocure/app;jsessionid=A8B54EEC72D86DF9AA9D9B2DDACDAB8D.eprocgep4?page=BiddersManualKit&service=page>).
- 33.6 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 Global NIT 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”.
- 33.7 Bill of Quantities with rates duly filled in are to be submitted in the format provided online in the name of “Financial Bid”.
- 33.8 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.
- 33.9 The bidders are advised to submit their e-bids well before the e-bid due date. IIT KHARAGPUR shall not be responsible for any delay in submission of e-bids for any reason including server and technical problems.
- 33.10 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.
- 33.11 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 colored (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.
- 33.12 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.
- 33.13 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.
- 33.14 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.



33.15 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.

33.16 Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

34. MISCELLANEOUS

- 34.1 In case tenderer himself is not the manufacturer of the item, valid authorization, certificate as per Section XI must be submitted along with offer otherwise offer is liable to be rejected.
- 34.2 Proforma quotation of principal is to be attached with the offer.
- 34.3 Tenderer must clearly indicate make & model no. of item offered and also submit detailed specification. Leaflets/catalogues marking the offered model, specifically, failing which the offer is likely to be ignored without any further reference to firm.
- 34.4 The tenderer must give details of supply of the quoted item in past with full particulars. The details of machinery & plants etc. must also be furnished along with the offer.
- 34.5 Firms must give specific comments/confirmation to each and every aspect to specification and clearly indicate compliance/non-compliance. In absence of their, offer will be taken as incomplete & the same may be passed over without any further reference to you.
- 34.6 Tenderers/suppliers while quoting in the tender as well as submitting their invoice/bill they should indicate the freight charges separately from the price of the goods.



SECTION - III

GENERAL TERMS AND CONDITIONS:

36. DEFINITIONS

Throughout these conditions and in the specifications, the terms:-

- (ix) "**The Purchaser**" means the Director IIT Kharagpur, acting through the Dean (R&D). IIT Kharagpur, Po: Kharagpur, Dist: Medinipur (West), Pin: 721302 (West Bengal), INDIA, unless the context Otherwise provides.
- (x) "**The Inspecting Officer**" means the person, firm or department or Project Investigator or his or her nominee as Nominated by the Purchaser to inspect the stores on his behalf and the Deputies of the Inspecting Officer so nominated.
- (xi) "**The Supplier/contractor**" means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the Supplier/contractor's successors (approved by the Purchaser), representatives, heirs, executors and administrators, as the case may be, unless excluded by the terms of the contract.
- (xii) "**Contract**" means and includes the bid invitation, instructions to tenderers, general conditions of contract, acceptance of tender including advance acceptance of tender, special conditions of contract, particulars and other conditions specified in the acceptance of tender, the agreement entered into between the Purchaser and the supplier/contractor including all attachments and Appendices thereto and all documents incorporated by reference therein and also includes a repeal order, which has been accepted or acted upon by the supplier/contractor and a formal agreement, if executed.
- (xiii) "**Performance Security**" means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (xiv) "**Specification**" means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xv) "**Inspection**" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xvi) "**Day**" means calendar day.

37. EXECUTIONS

The whole contract is to be executed in the most approved, substantial and workmanlike manner, to the entire satisfaction of the purchaser or his nominee, who, both personally and by his deputies, shall have full power, at every stage of progress, to inspect the stores at such times as he may deem fit and to reject any of the stores, which he may disapprove, and his decision thereon, and on any question of the true intent the meaning of the specifications shall be final and conclusive.

38. RESPONSIBILITY OF THE SUPPLIER/CONTRACTOR FOR EXECUTING CONTRACT

Risk in the Stores: The supplier/contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The Stores and every constituents part thereof, whether in possession or control of the supplier/contractor, his servants or a carrier, or in the joint possession of the supplier/contractor, his servants and the purchaser, his servants, shall remain in every respect at the risk



of the supplier/contractor until their actual delivery to the consignee at the stipulated place or destination or where so provided in the acceptance of tender, until their delivery to a person specified in the "Schedule of Requirements", as interim consignee for the purpose of dispatch to the ultimate consignee. The supplier/contractor shall be responsible for all loss, destruction, damage or deterioration of or to the stores from any cause what-soever while the stores after approval by the inspector are awaiting dispatch or delivery or are in the course of transit from the supplier/contractor to the consignee, or the interim consignee as the case may be. The supplier/contractor alone shall be entitled and responsible to make claim against respective authority like any carrier in respect of non-delivery, short delivery, misdelivery, loss, destruction damage or deterioration of the goods entrusted to such carrier by the supplier/contractor for transmission to the consignee or the interim consignee as the case may be

39. INDEMNITY

The supplier/contractor shall at all times indemnify the purchaser against all claims which may be made in respect of the said work for infringement of any right protected by patent registration design or trade mark; provided always that in the event of any claim in respect of an alleged breach of a patent registered or trade mark being made against the purchaser he shall notify the supplier/contractor of the same and the supplier/contractor shall be at liberty, but at his own expense, to conduct negotiations for settlement of any litigation that may arise therefrom.

40. PRICE TENDER

40.1(i) Prices are to be quoted in the attached Price Bid format online

(ii) The price should be quoted for the accounting unit indicated on the website

The bidder shall not submit hard copy of financial bid otherwise his tender shall be straightway rejected. Also, uploading the price bid in prequalification bid or technical bid will result in rejection of the tender.

Note: It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.

40.2 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

41. TRANSFER AND SUBLetting

The supplier/contractor shall not sublet (otherwise than that which may be customary in the trade concerned), transfer assign or otherwise part with directly or indirectly to any person or persons, whatever is in this contract, or any part thereof without the previous written permission of the purchaser or his nominee.

42. DRAWINGS

If any figure of a drawing differ from those obtained by scaling the drawings, the figured dimensions shall be taken as correct.

43. ALTERATIONS

The purchaser or his nominee may require such alteration to be made on the work during its progress as he deems necessary. Should these alterations be such that either party to the contract considers an



alteration in price justified, such alteration shall not be carried out until amended price have been submitted by the supplier/contractor and accepted by the purchaser. Should the supplier/contractor proceed to manufacture such stores without obtaining the consent in writing of the purchaser to an amended price, he shall be deemed to have agreed to supply the stores at price as may be considered reasonable by the purchaser.

44. PROGRESS REPORT

The supplier/contractor shall render such reports as to the progress of the contract and in such form as may be called by the purchaser or his nominee. The submission and acceptance of those reports shall not prejudice the rights of the purchaser in this Contract in any manner.

45. DELIVERY

10.1. Delivery in FOB/FCA contract: The stores shall be delivered by the supplier/contractor free on board such vessels in such port or ports named in the quotation, as the purchaser or his nominee may require.

10.2 Such number of inspection certificates, advice notices, packing accounts and invoices, as may be required by the purchaser or his nominee, shall be furnished by the supplier/contractor at his own cost.

10.3 Freight for the conveyance of the stores or any part thereof will be engaged by the purchaser or his nominee, who will give due notice to the supplier/contractor about availability of vessels. Should the stores or any part thereof be not delivered within 7 days of the receipt of such notice by the supplier/contractor, the supplier/contractor will be liable for all payments and expenses that the purchaser incur or be put to, by reason of such non-delivery including dead and extra freight demurrage of vessels and any other charges incurred by the purchaser whatsoever.

46. CUSTOMS DRAWBACK

If, by reason of a customs notification published after the placing of the contract, the stores to be supplied shall become, on export, subject to customs drawback in respect of duty paid on them or on the materials used in their manufacture the supplier/contractor shall recover the amount of the drawback and the contract price of the stores shall be reduced by the amount so recovered.

47. PACKING

12.1 The supplier/contractor will be held responsible for the stores being sufficiently and properly packed so as to ensure their being free from any loss or injury on arrival at their destination.

12.2 Where materials are to be supplied in bundles, the gross weight should not exceed as per rule for shipments to Indian Port/Air Port.

48. SUPPLY OF DRAWINGS, TRACINGS AND SPECIFICATIONS

Any drawings, tracings or descriptions specified shall, unless otherwise directed, be furnished by the supplier/contractor with the first consignment of the work to which they relate and no payment whatsoever will be made until such drawings, tracings or descriptions have been furnished to the satisfaction of the purchaser.

49. DELIVERY PERIOD / DELAY IN SUPPLIER'S PERFORMANCE:

49.1 Timely delivery is required in terms of the condition of contract. The purchaser attaches the utmost importance to timely deliveries and requests the manufacturers to take note of the liquidated damages and risk purchase conditions as are applicable in case of delays in supplies.



- 49.2 Subject to the provision under General Terms and Conditions clause 15, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
- (iv) imposition of liquidated damages,
 - (v) forfeiture of its performance security and
 - (vi) termination of the contract for default.
- 49.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/ Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 49.4 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser/Consignee for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

- 49.5 Passing of Property
- 49.5.1 The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the conditions of the contract
 - 49.5.2 Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.
 - 49.5.3 Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser.

50. LIQUIDATED DAMAGES

In the event of the supplier/contractor's failure to have stores ready for delivery by the time or times respectively specified in the letter of acceptance or contract, the purchaser may withhold any payment until the whole of the stores have been fully supplied or delivered and may deduct or recover from the supplier/contractor as Liquidated Damages. The Liquidated Damages shall be levied, for delay in supply beyond the contractual delivery date at the rate 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per General Terms and Conditions 17.

Provided, however that if the delay shall have arisen from any cause which the purchaser may admit as reasonable ground for further time, the purchaser may, at his discretion, allow such additional time as he may consider to have required by the circumstances of the case and shall forego the whole or such part, as he considers reasonable of his claim for such loss or damage as aforesaid.

51. DEFAULT AND RISK PURCHASE

- 51.1 Should the supplier/contractor fail to have the stores ready for delivery by the time or times agreed upon as aforesaid, or should the supplier/contractor in any manner otherwise fail to perform the contract, the purchaser shall have power to declare the contract at an end at the risk and cost of the supplier/contractor as provided in every way. In such a case, the supplier/contractor shall be liable



for any expenses, losses or damages which the purchaser may be put to incur or sustain by reason of or in connection with the supplier/contractor's default.

- 51.2 In the event of risk purchase being made against the contract the supplier/contractor will be liable to pay to the purchaser extra expenditure incurred i.e. in procuring the same or similar stores and/or equipment the difference between the rate quoted by the lowest acceptable tenderer against the tender and that at which the risk purchase contract is concluded, provided it is done within nine (9) months from the date of breach of the contract.
- 51.3 The cancellation of the contract may be either whole or part of the contract at purchaser's option. In the event of the purchaser terminating this contract in whole or in part, he may procure upon such terms and in such manner as he deems appropriate, supplies or services similar to those so terminated, if risk purchase is not rendered possible for any reason in which event the contract shall be liable to the purchaser for any excess costs for such similar supplies/or services. However, the supplier/contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

52. FORCE MAJEURE

In event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as insurrection, restraint imposed by the Govt., act of legislative or other authority; war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or acts of God the supplier/contractor shall within two weeks from the commencement thereof, notify the same in writing to the purchaser with reasonable evidence there of. If the force majeure condition (s) mentioned above will be in force for a period of 180 days or more at any times the purchaser shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days notice to the supplier/contractor in writing. In case of such termination no damages shall be claimed by either party against the other save and except those which had occurred under any other clause of this contract prior to such termination.

53. PERFORMANCE SECURITY

- 53.1 The successful bidder shall be required to deposit(3-5%) of the total value (including all taxes) of the order as performance security, within 14 days of issue of Purchase Order /letter of intent in the form of D.D*/Pay Order*/Fixed Deposit Receipt*/ Bank Guarantee (performance security bond prescribed in Section VIII) from commercial bank drawn in favour of "IIT Kharagpur, payable at Kharagpur" and the bank guarantee shall remain valid for 60 days beyond the date of completion of all contractual obligation of supplier including warranty obligation for the equipment/goods.
- 53.2 The amount of performance security so withheld will be discharged after the warranty period is over.
- 53.3 If the supplier/contractor fails or neglects any of the bid obligations under the contract it shall be lawful for IITKGP-SRIC to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure.
- 53.4 The proceedings of performance security shall be payable to IITKGP-SRIC as compensation for any loss resulting from Supplier/Agency's failure to complete its obligation under the contract.
- 53.5 The performance security bond shall be extended suitably in the event of extension of period of contract or till all obligations under the contract has been satisfied.
- 53.6 Performance Security will not be carrying any interest.

54. INSPECTION

- 54.1 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination. Inspection will be carried out by the purchaser or



his nominee. The cost of inspection will be on purchaser's account subject to other provisions herein contained.

- 54.2 In final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract.
- 54.3 Principal/ Foreign supplier shall also have the equipment inspected by recognised/ reputed agency prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.
- 54.4 Third Party Inspection to include only Physical & Relevant records Inspection of the Ordered Goods. However, Dispatch Clearance Certificate is issued without prejudice to the Purchaser's right to accept/reject the Ordered Goods after it's arrival at site/destination, if not found in accordance with the Purchase Order during the installation and testing at site and during the performance guarantee period. This dispatch clearance certificate will not absolve manufacturer from his responsibility to ensure that the Ordered Goods supplied are totally in accordance with the Purchase Order/Notification of Award.
- 54.5 The stores (both Indian & Import origin goods) should be dispatched only after the equipment inspected by recognized/reputed agency to dispatch prior to dispatch at the supplier's cost and furnish necessary Certificate from the said agency in support of their claim.

To enable IIT Kharagpur- SRIC to issue Dispatch Clearance Certificate, supplier/manufacture is to furnish following documents:

- 8. Copy of supplier's invoice showing contract number, goods description, quantity, unit price & total amount.
- 9. Country of Origin Certificate
- 10. Quality & Quantity Certificate
- 11. Packing List with Complete contents.
- 12. Internal Factory Inspection Report
- 13. Warranty Certificate
- 14. Inspection certificate for the dispatched equipment issued by recognized/reputed prior to dispatch

All such Certificates/Reports as mentioned above shall be addressed as:

The Dean (R&D), Indian Institute of Technology Kharagpur, PO: Kharagpur, Dist Medinipur (West), West Bengal, India-721302.

After scrutiny, if the documents found in order, Dispatch Clearance Certificate shall be issued to the supplier.

No goods (both Indians & Import origin goods) shall be dispatched before issue of Dispatch Clearance Certificate by IIT Kharagpur - SRIC.

54.6 Inspection Notes

On the stores being found acceptable by the Inspecting Officer, he shall furnish the supplier/contractor with necessary copies of the Inspection Notes duly completed, for being attached to the supplier/contractor's bill in support thereof.

55. INSPECTING OFFICER-POWERS OF REJECTION

- 20.3 The Inspecting Officer shall have the power-



- (v) Before any stores or Part thereof are submitted for inspection, to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacturing.
- (vi) To reject any stores submitted as not being in accordance with the particulars.
- (vii) To reject the whole of the instalment tendered for inspection, if after inspection of such portion thereof, as he may in his discretion think fit, he is satisfied that the same is unsatisfactory.
- (viii) To mark the rejected stores with a rejection mark. so that they may be easily identified if re-submitted.

20.4 The Inspecting Officer's decision as regards the rejection shall be final and binding on the supplier/contractor.

56. CONSEQUENCE OF REJECTION

56.1 If on the stores being rejected by the Inspecting Officer of consignee at the destination, the supplier/contractor fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to-

- (iii) Request the supplier/contractor to replace the rejected stores forthwith but in any event not later than a period of 30 days from the date of rejection, and the supplier/contractor shall bear all the cost of such replacement, including freight, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or on any other account.
- (iv) Purchase or authorize the purchase of stores rejected or stores of a similar description (when stores exactly complying with the particulars are not, in the opinion of the purchaser which shall be final, readily available) without notice to the supplier/contractor, at his risk and cost and without affecting the supplier/contractor's liability as regards to the supply of any further instalment due under the contract, or

Cancel the contract and purchase or authorize the purchase of the stores or stores of a similar description (when stores exactly complying with the particulars are not in the opinion of the purchaser which shall be final readily available) at the risk and cost of the supplier/contractor

56.2 Where, under a contract, the price payable is fixed on FOB/ FCA port of export or F.O.R. (station of dispatch) the supplier/contractor shall, if the stores are rejected at the destination by the consignee, be liable in addition to his other liabilities including refund of price recoverable in respect of the stores so rejected, to reimburse to the purchaser, the freight and all other expenses incurred by the purchaser in this respect.



56.3 Rejected Stores

On rejection of any stores submitted for inspection at a place other than the premises of the supplier/contractor, such stores shall be removed by the supplier/contractor at his own cost, subject as hereinafter stipulated, within 21 days of the date in intimation of such, rejection. If the concerned communication is addressed and posted to the supplier/contractor at the address mentioned in the schedule, it will be deemed to have been served on him at the time when such communication would in course of ordinary post reach the supplier/contractor. Provided further that the inspector may call upon the supplier/contractor to remove dangerous, infected or perishable stores within 48 hours of the receipt of such communication and the decision of the inspector in this behalf shall be final in all respects. Provided further that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected stores till the price paid for such stores is refunded by the supplier/contractor and that such retention shall not in any circumstances be deemed to be the acceptance of the stores or waiver of rejection thereof.

- 56.4 All rejected stores shall in any event and circumstances remain and always be at the risk of the supplier/contractor, immediately on such rejection. If such stores are not removed by the supplier/contractor within the period aforementioned, the inspector may remove the rejected stores and either return the same to the supplier/contractor at his risk and cost by such mode of transport as the purchaser of the Inspector may decide, or dispose off such stores at the supplier/contractor's risk and on his account and retain such portion of the proceeds, if any, from such disposal, as may be necessary to recover any expense incurred in connection with such disposal (or any price refundable as a consequence of such rejection) The Purchaser shall in addition, be entitled to recover from the supplier/contractor, the handling and storage charges for the period during which the rejected store are not removed/disposed off in accordance with the provision thereof.

57. Termination for default

- 57.1 The Purchaser/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee as per terms and conditions.
- 57.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 23.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.
- 57.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

58. Termination for insolvency

If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser/Consignee.

59. Modification of contract

- 59.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:



- (g) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
- (h) Mode of packing,
- (i) Incidental services to be provided by the supplier
- (j) Mode of despatch,
- (k) Place of delivery, and
- (l) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

59.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Purchaser/Consignee, the supplier shall convey its views to the Purchaser/Consignee within twenty-one days from the date of the supplier's receipt of the Purchaser's/Consignee's amendment / modification of the contract.

60. EXPORT LICENCE

If required, the supplier/contractor shall apply to the appropriate Government Authority of the exporting country for the grant of the requisite Export License within seven days of the receipt of contract.

61. IMPORT LICENCE (In case of Indigenous Bidders)

The successful tenders will have to apply to the proper Government Authority for grant of requisite import license (if any) for such items as required within 14 days of the advance letter of acceptance/telegraphic acceptance and the purchaser will only render such assistance as considered necessary.

62. LAWS GOVERNING THE CONTRACT

- 62.1 This contract shall be governed by the laws of India for the time being in force.
- 62.2 Irrespective of the place of delivery the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place in India from where the contract has been issued.

63. Resolution of disputes

- 63.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 63.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India
- 63.3 In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration to be appointed by IIT Kharagpur.

64. JURISDICTION of COURT

The courts of the place from where the contract has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.



65. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

66. Withholding and Lien in respect of sums claimed

Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim. It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the case may be, and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

67. SECRECY

- 67.1 The supplier/contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, have full knowledge of the Official Secrets Act and any regulations framed there under.
- 67.2 Any information obtained in the course of the execution of the contract by the supplier/contractor his servants or agent or any person so employed as to any matter whatsoever which would or might be directly or indirectly of use to any enemy of India, must be treated as secret and shall not at any time be communicated to any person.
- 67.3 Any breach of the aforesaid conditions shall entitle the purchaser to cancel the contract and to purchase or authorize the purchase of the stores at the risk and cost of the supplier/contractor in accordance with the clause-17 of the General Conditions of Contract. In the event of such cancellation, the stores or parts manufactured in the execution of the contract shall be taken by the purchaser at such price as he considers fair and reasonable and the decision of the purchaser to such price shall be final and binding on the supplier/contractor.

68. QUANTITY VARIATION

Unless otherwise indicated the purchaser reserves the right to vary the quantity mentioned in the "Schedule of requirement" by + 30%. It shall also be binding on the supplier/contractor to accept the increased quantity within stipulated delivery period/extended delivery period if any, irrespective of the fact whether originally contracted quantity has been shipped/dispatched or not.

69. WTC

The Works Test Certificate, if required to be submitted as per contract should be submitted as per Section XV.

70. GENERAL

- 70.1 Bidders/Tenderers must ensure that the condition laid down for submission of offers detailed in the preceding paras, are completely and correctly fulfilled.
- 70.2 Tenders which are not complete in all details as stipulated above may be summarily rejected.

SECTION - IV SPECIAL CONDITIONS OF CONTRACT

The following special conditions shall apply to contracts for the supply of plant and machinery and manufactured equipment. But where they differ from the General Conditions, the Special Conditions shall over-ride the General Conditions.



11. DEFINITIONS

(a) The term "Work" means all the work specified or set forth and required if any by the said specifications, drawings and "Schedule of Requirements", hereto annexed or to be implied therefrom or incidental thereto, or to be hereafter specified or required in such explanatory instructions and drawings (being in conformity with the said original specification (s), drawing (s) and "Schedule of Requirements" and also in such additional instructions and drawing supplied by the purchaser from time to time, during the progress of the work hereby contracted for.

(b) The term "Test" shall mean such test or tests as are prescribed by the specification (s) to be made by the purchaser, or his nominee, after erection at site, before the plant is taken over by the purchaser.

12. PERFORMANCE OF WORK

The work shall be performed at the place or places specified in the tender or at such other place or places as may be approved by the purchaser.

13. SPECIFICATIONS

If the supplier/contractor shall have any doubt as to the meaning of any portion of the conditions of the specifications, drawings or plans, supplier/contractor shall (before submitting the tender) set forth the particulars thereof and submit them to the purchaser in writing in order that such doubts may be removed.

14. MISTAKES IN DRAWINGS

The Supplier/contractor shall be responsible for and shall pay for any alterations of the works due to any discrepancies, errors of omissions in the drawings or other particulars, whether they have been approved by the purchaser or not, provided that such discrepancies, errors or omissions are not due to inaccurate information or particulars furnished to the supplier/contractor on behalf of the purchaser. If any dimensions figured upon a drawing or plan differ from those obtained by scaling the drawing or plan the dimensions as figured upon the drawing or plan shall be taken as correct.

15. VARIATIONS

5.1. No alterations, amendments, omissions, additions, suspension, or variations of the work(hereinafter referred to as "variations") under the contract as shown by drawings or the specifications shall be made by the Supplier/contractor except as directed in writing by the Inspector, but the Inspector shall have full power, subject to the provision hereinafter contained from time to time, during the execution of the contract by notice in writing to instruct the Supplier/contractor to make such variation without prejudice to the contract, and the Supplier/contractor shall carry out such variations and be bound by the same conditions so far as applicable as though the said variation occurred in the specifications. If any suggested variation, would, in the opinion of the Supplier/contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the contract, he shall notify the Inspector thereof in writing and the Inspector shall decide forthwith, whether or not they shall be carried out. If the Inspector confirms his instruction, the Supplier/contractor's obligations and guarantees shall be modified to such an extent as may in the opinion of the Inspector, be justified. The difference of cost, if any, occasioned by any such variations shall be added to or deducted from the contract price as the case may require.

The amount of such difference, if any, shall be ascertained as determined in accordance with the rates specified in the schedule of prices, so far as the same may be applicable and where the rates are not contained in the said schedule or not applicable, they shall be settled by the Purchaser and Supplier/contractor jointly. But the Purchaser shall not become liable for the payment of any such variations, unless the instructions for the performance of the same have been given in writing by the Inspector.



5.2. In the event of the Inspector requiring any variations, such reasonable and proper notice shall be given to the Supplier/contractor, as will enable him to make his arrangements accordingly, and in cases where goods or materials are already prepared or any designs, drawings, or patterns made or work done is required to be altered a reasonable sum in respect thereof shall be allowed by the Purchaser, provided that no such variations shall, except with the consent in writing of the Supplier/contractor, be such as will involve an increase or decrease in the total price payable under the contract by more than 10 percent thereof.

5.3. In any case, in which the Supplier/contractor has received instructions from the Inspector for carrying out the work which either then or later, will, in the opinion of Supplier/contractor involve a claim for additional payment, the Supplier/contractor shall as soon as reasonably possible after receipt of the instructions aforesaid, advise the Inspector to that effect

16. OBLIGATION TO CARRY OUT INSPECTOR'S INSTRUCTIONS

The supplier/contractor shall also satisfy the Inspector that adequate provision has been made:-

- (i) to carry out his instructions fully and promptly;
- (ii) to ensure that parts required to be inspected before use are not used before inspections; and
- (vi) to prevent rejected parts being used in error. Where, parts rejected by the inspector have been rectified or altered, such parts shall be segregated for separate inspection and approval before being used in the work.

17. RESPONSIBILITY FOR COMPLETENESS

7.1 Any fittings or accessories which may not be specifically mentioned in the specifications but which are usual or necessary are to be provided by the Supplier/contractor without extra charge and the equipment must be complete in all details.

7.2. In all cases where the contract provides for tests on site, the Purchaser, except where otherwise specified shall provide free of charge such labour, materials, fuels, stores, apparatus and instruments as may be requisite from time to time and as may reasonably be demanded, efficiently to carry out such test of the plants, materials or workmanship etc. in accordance with the contract.

7.3. In the case of contracts requiring electricity for the completion of the works and for test on site, such electricity, when available, shall be supplied free to the supplier/contractor at the pressure of the ordinary supply. Unless otherwise specified, the purchaser will supply free of charge to the Supplier/contractor: -

- (a) Unskilled labour;
 - (b) Timber stores and lifting tackle necessary for the erection of the plant and all consumable stores including fuel and lubricating oils required during erection setting to work and testing of the plant. The Supplier/contractor shall also provide-
- (i) Skilled labour and
 - (ii) Tools and any other equipment which may be necessary

18. WARRANTY

18.1 The Supplier/contractor shall warrant that everything to be furnished hereunder shall be free from defects and faults in design material workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for goods of



the type ordered and in full conformity with the contract specifications and samples if any and shall if operable operate properly.

- 18.2 Unless otherwise is mentioned in tender Drg./Specific etc. the warranty shall survive inspection of, payment for and acceptance of the goods but shall expire 40 (Forty) months after the delivery at ultimate destination in India or 36 (Thirty six) months from the date of commissioning and proving test of equipment at ultimate destination in India, whichever shall be earlier, except in respect of complaints, defects and/or claims notified to the Supplier/contractor within 3 (three) months of expiry of such date.
- 18.3 The Supplier/contractor's liability in respect of any complaints defects and/or claims shall be limited to the furnishing and installation of replacement parts free of any charge or the repair of defective parts only to the extent that such replacement or repairs are attributable to or arise from faulty workmanship or material or design in the manufacture of the stores provided that the defects are brought to the notice of Supplier/contractor within 3 (three) months of their being first discovered during the guarantee period or 3 (three) months from the date of expiry of warranty period.
- 18.4 The Supplier/contractor shall if required replace or repair the goods or such portion thereof as is rejected by the Purchaser free of cost at the ultimate destination or at the option of the Purchaser, the Supplier/contractor shall pay to the Purchaser value thereof at the contract price or in the absence of such price, at price decided by the Purchaser and such other expenditure and damages as may arise by reason of the warranty failure. If the contractor fails to honor its warranty obligation as contained herein, the purchaser will have the right to recover the damages from other payments accrued or accruable to the firm.
- 18.5 All replacement and repairs that the Purchaser shall call upon the Supplier/contractor to deliver or perform under this warranty shall be delivered and performed by the Supplier/contractor within 2 (two) months from the date of being informed, promptly and satisfactorily.
- 18.6 Prompt clearance of the warranty replacement on arrival at Port/Airport shall be the responsibility of the supplier/contractor or his representatives after payment of Customs and other duties as applicable".
- 18.7 If the Supplier/contractor so desires, the replaced parts can be taken over by him or his representative in India for disposal as he deems fit at the time of replacement of goods/parts. No claim whatsoever shall lie on the purchaser for the replaced parts thereafter.
- 18.8 The warranty herein contained shall not apply to any material which shall have been repaired or altered by the Purchaser or on his behalf in any way without the consent of the Supplier/contractor so as to effect the strength performance of reliability or to any defects to any part due to misuse, negligence or accident.
- 18.9 The decision of the Purchaser in regard to supplier/contractor's liability and the amount, if any, payable under this warranty shall be final and conclusive

19. TAX PAID IDENTIFICATION NO:

Tenderers must quote their tax paid identification No. (TIN) in their quotation otherwise their quotation will not be entertained. TIN must also be quoted on the bills by the suppliers, failing which their payment may not be released:

20. DELIVERY SCHEDULE

- The supplier/contractor shall supply stores in accordance with the delivery schedule indicated in the "Schedule of Requirements" annexed.
12. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.



13. Any clarification issued by purchaser in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
14. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid as per bid declaration form.
15. The bidder has to arrange demonstration of the product to be supplied at his own cost.
16. The Agency shall be responsible for compliance of all applicable laws, codes, statutory Regulations & established practice as required for performance of services under this contract. Whether now in force or which may hereinafter come in force during the currency of the contract and or extension thereof.
17. Solvency Certificate: The applicant should furnish solvency certificate issued by the applicant's bankers.
18. **Invoices should be in the name of The Dean (R&D), IIT Kharagpur, Kharagpur-721302, Dist: Paschim Medinipur, West Bengal, India.**



Tender No. :-
Company Seal

Date with

SECTION – V

DETAILED TECHNICAL SPECIFICATIONS

Name of the Equipment

Quantity – 01 No.

(to be submitted by the vendor/firm on its official letter head)

Techno-Commercial Terms & Conditions:

25. Prices for Foreign Bidder : FOB/FCA
 26. Prices for Indian Bidder : FOR IIT Kharagpur
 27. Payment : Should be clearly mentioned, as per payment terms
 28. Validity of the quotation:
 29. Delivery Period :
 30. Warranty : Comprehensive onsite warranty for three (03) years
 31. Name of the Company with address in details to whom : M/s. _____
 order to be placed

32. Mode of Shipment (Air/Ship) :
 33. Port of Shipment :
 34. Country of Origin :
 35. Currency :
 36. Bank details of (Sl. No. 7) :

Signature _____
 Name _____
 Designation _____

Seal of the firm/organization

Indian Institute of Technology Kharagpur invites online Bids (Technical bid and Commercial bid) from all manufacturer and experienced OEM (Original Equipment Manufacturer) OR OEM Authorized Dealer

A complete set of tender documents may be Download by prospective bidder free of cost from the website <http://eprocure.gov.in/eprocure/app>. Bidder has to make payment of requisite fees (i.e. Tender fees, if any and EMD) in the form of D.D*/Pay Order*/Insurance Surety bonds/Fixed Deposit Receipt*/Bank Guarantee/Banker's Cheque from any of the commercial bank or payment online (RTGS/NEFT) in an acceptable form only.

Tender No. :-
Company Seal

Date with

SECTION - VI

PROFORMA FOR TECHNICAL BIDS



Specification of the equipment / item (in detail) to be purchased

Details of Technical Specifications	Whether complied with YES/NO	If yes, please attach Tech literature of the equipment duly printed & clearly specify page No of Bulletin which specifically confirm this	If no, attach deviation statement	Remarks (if any)

Note: Please indicate the page numbers where documents uploaded /attached. The entire tender document should be serially page numbered including enclosures.

- N.B.: - 1. All the bidders are requested to provide true statement in the columns. Concealing of facts will liable to be rejected the tender completely. No communication will be made in this regard.
2. Category of classification of the goods in its packing as per IATA definition inclusive of nature of sensitivity and volume of cargo.
3. Separate page, if required may be used for the stated information with same format.

Signature of Tenderer with office seal



SECTION - VII
Price BID DECLARATION

No. IIT/SRIC/Dept. Code/Project Code/PI(Short)/25-26/EQ-

Date: ___/___/___

To

Prof./Dr. Name of the PI,

Name of the Department

Indian Institute of Technology Kharagpur

P.O.: Kharagpur, Dist: Medinipur (West)

Kharagpur - 721302

Dear Sir,

Having examined the conditions of contract and specifications including addenda Nos. (If any) the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide as per tender terms and conditions in conformity with the supply of the equipment, conditions of contract and specifications for the sum shown as per Section V, Section VI and price as per BOQ.xls format under Financial Cover and made part of this Bid.

We undertake, if our Bid is accepted, to commence deliveries within schedule time frame and to complete delivery of all the supplies specified in the contract within as per schedule calculated from the date of issue of your purchase order/RO.

If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for...(3-5%) of the cost of equipment.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid, you may receive.

We have applied and have submitted required bid security as per clause 8, section II of tender document.

Dated this day of 2025

Name and Signature

In the capacity of

Duly authorized to sign the bid for and on behalf of



Tender No. :-
Company Seal

Date with

SECTION - VIII

PERFORMANCE SECURITY GUARANTEE BOND

In consideration of Indian Institute of Technology Kharagpur, (SRIC) (herein after called the “SRIC, IIT KGP”) having agreed to exempt _____ (hereinafter called “the said supplier/contractor(s)’) from the demand under the terms and conditions of an agreement/(Purchase Order) No _____ dated _____ made between _____ and _____ for _____ for the supply of _____ (hereinafter called “the said agreement”), of security deposit for the due fulfilment by the said supplier/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 _____ (supplier/contractor(s)) do hereby undertake to pay to SRIC, IIT KGP 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 Supplier/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.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from SRIC, IIT KGP stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by SRIC, IIT KGP by reason of breach by the said supplier/contractor(s)’ of any of the terms or conditions contained in the said Agreement or by reason of the supplier/contractors(s)’ failure to perform the said Agreement or roll out the supply as per schedule V & parameters for failure of compliance of intellectuels 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 SRIC, IIT KGP 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 _____.

3. We undertake to pay to SRIC, IIT KGP any money so demanded notwithstanding any dispute or disputes raised by the supplier/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 supplier/contractor(s)/Supplier/ Agency(s) shall have no claim against us for making such payment.

4. 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 SRIC, IIT KGP 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 equipment(s) expire.

5. We (name of the bank) _____ further agree with SRIC, IIT KGP that SRIC, IIT KGP 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 supplier/contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by SRIC, IIT KGP against the said Supplier/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 Supplier/contractor(s) or for any forbearance, act or omission on the part of SRIC, IIT KGP or any indulgence by IIT KGP-SRIC to the said Supplier/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.

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

Dated the _____ day of _____ for _____

(Indicate the name of bank)



SECTION - IX

Bid Security/EMD Details Proforma

Date: ___/___/___

Tender No. IIT/SRIC/Dept. Code/Project Code/PI(Short)/25-26/EQ-

The EMD of **INR.....** has been deposited in the Bank Account Number 95562200002545, Name of the Bank: Canara Bank, Branch: SRIC IIT Kharagpur, IFSC Code : CNRBo019556 . Details are given below.

For Online only (RTGS/NEFT)

Name of the Transferor Bank Account with Branch	Amount	Date of Transfer	UTR / Transaction No

For Offline only (in favour of the IIT KHARAGPUR and Payable at KHARAGPUR)

Name of the Bank	Amount	Date of Issue	Number of D.D*/Pay Order*/Insurance Surety bonds/Fixed Deposit Receipt*/Bank Guarantee /Banker's Cheque

Note: Scan copy of D.D*/Pay Order*/Insurance Surety bonds/Fixed Deposit Receipt*/Bank Guarantee /Banker's Cheque to be attached in the tender documents.

Note:

In case of MSME where the EMD is Exempted, IIT Kharagpur will give exemption for submission of Tender Fee and EMD to the bidders, who are registered with MSME or Central Purchase Organization or start-ups as recognized by DIPP as per revised rule 170 of GFR-2017 only. However, proper and valid documents in this regard must be submitted by the bidders in support of their claim.

Certificate for MSME etc. should be uploaded, failing which bid will be rejected.

In case the bid is submitted as an Indian arm of a foreign bidder and the eligibility criteria conditions were met through foreign company, then the EMD exemption cannot be claimed under the MSME status of India arm/subsidiary. Thus a bidder who solely on its own, fulfils each eligibility criteria condition as per the tender terms and conditions and who are having MSE status, can claim EMD exemption/tender fee.

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



**PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/UNSUCCESSFUL BIDDER
RTGS/National Electronic Fund Transfer (NEFT) Mandate Form**

1.	Name of the Bidder	
2.	Permanent Account No (PAN)	
3.	Particulars of Bank Account	
	hh) Name of the Bank	
	ii) Name of the Branch	
	jj) Branch Code	
	kk) Address	
	ll) City Name	
	mm) Telephone No	
	nn) NEFT/ RTGS	
	oo) IFSC / Swift Code	
	pp) 9 Digit MICR Code appearing on the cheque book	
	qq) Type of Account	
	rr) Account No.	
4.	Email ID of the Bidder	



Bid Security Self Declaration Form

Date: ___/___/___

Tender No. IIT/SRIC/Dept. Code/Project Code/PI(Short)/25-26/EQ-

To

The Dean (R&D)

Indian Institute of Technology Kharagpur
Sponsored Research and Industrial Consultancy
P.O.: Kharagpur, Dist: Medinipur (West)
Kharagpur - 721302

I/We The undersigned, declare that:

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

- g) 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
- h) 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 Security 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



Tender No. :-

Date with Company Seal

SECTION X

UNDERTAKING

I hereby undertake and declare that the agency M/S..... have not been black listed by any Government Organizations, autonomous bodies, Department of Government of India and Department of Government of West Bengal and any others State Government in India.

Signature of the Authorized Persons.....

Name & Seal of the Company

Date:

Place:



Tender No. :-

Date with Company Seal

SECTION XI

ORIGINAL EQUIPMENT MANUFACTURER (OEM) Manufacturing authorisation form (MAF) (*On Letter Head of Manufacturer*)

To

The Dean (R&D)

Indian Institute of Technology Kharagpur

Sponsored Research and Industrial
Consultancy

P.O.: Kharagpur, Dist: Medinipur (West)

Kharagpur - 721302

Dear Sir,

We manufactures of original equipment at (.....address of factory.....) do hereby authorize M/s (*Name and address of Agent*) to submit a bid, negotiate and receive the order against your tender enquiry.

M/s. is authorized to bid and conclude the contract in regard to this business.

We hereby extend our full guarantee and warranty as per clause of the terms and conditions NIT for the goods and services offered by the above firm.

(Name of the Company with : M/s. _____
address in details to whom _____
order to be placed) _____

Yours Faithfully,

(Name)

(Name & Seal of Manufactures)

Note: -

- 1. In cases of agents quoting in offshore procurements**, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. **One manufacturer can authorize only one agent/dealer**

2. The letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The same should be included by the bidder in its techno-commercial unpriced bid.



Tender No. :-

Date with Company Seal

SECTION XII

<On Organization Letter Head>

(For Goods/ Services Contracts)

CERTIFICATE

I have read the clause related to insertion of Rule 144 (xi) in the General Financial Rules 2017 vide O.M No.F.7/10/2021-PPD(1) dated 23rd February, 2023 (Public Procurement No.4) and any amendment made thereafter of the Ministry of Finance regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that this bidder is not from such a country.

OR (whichever is applicable)

I have read the clause related to insertion of Rule 144 (xi) in the General Financial Rules 2017 vide O.M No.F.7/10/2021-PPD(1) dated 23rd February, 2023 (Public Procurement No.4) and any amendment made thereafter of the Ministry of Finance regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that this bidder is from _____ (Name of Country) and has been registered with the Competent Authority. I also certify that this bidder fulfills all the requirements in this regard and is eligible to be considered. (Copy/ evidence of valid registration by the Competent Authority is to be attached)

AND

I have read the clause regarding restriction on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent Authority

OR (whichever is applicable)

I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement.

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Signature of Bidder/ Agent

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____

Tender No. :-

Date with Company Seal



SECTION XIII

<On Organization Letter Head>

(For Works Contracts, including Turnkey contracts)

CERTIFICATE

I have read the clause related to insertion of Rule 144 (xi) in the General Financial Rules 2017 vide O.M No.F.7/10/2021-PPD(1) dated 23rd February, 2023 (Public Procurement No.4) and any amendment made thereafter of the Ministry of Finance regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to supplier/contractors from such countries and hereby certify that this bidder is not from such a country and will not sub-contract any work to a supplier/contractor from such countries unless such supplier/contractor is registered with the Competent Authority.

OR (whichever is applicable)

I have read the clause related to insertion of Rule 144 (xi) in the General Financial Rules 2017 vide O.M No.F.7/10/2021-PPD(1) dated 23rd February, 2023 (Public Procurement No.4) and any amendment made thereafter of the Ministry of Finance regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to supplier/contractors from such countries and hereby certify that this bidder is from _____ (Name of Country) and has been registered with the Competent Authority and will not sub-contract any work to a supplier/contractor from such countries unless such supplier/contractor is registered with the Competent Authority. I also certify that this bidder fulfills all the requirements in this regard and is eligible to be considered. (Copy/ evidence of valid registration by the Competent Authority is to be attached

AND

I have read the clause regarding restriction on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent Authority

OR (whichever is applicable)

I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement.

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Signature of Bidder/ Agent

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____



SECTION XIV
PROFORMA FOR PERFORMANCE STATEMENT
(For the period of last five years)

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Tenderer : _____

Name and address of the manufacturer : _____

Order placed by (full address of Purchaser / Consignee)	Order number and date	Description and quantity of ordered goods and services	Value of order (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the goods been functioning Satisfactorily (attach documentary proof)**
				As per contract	Actual		
1	2	3	4	5	6	7	8

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Signature and seal of the Tenderer

**** The documentary proof will be a certificate from the consignee/end user with cross-reference of order no. and date in the certificate authenticating the correctness of the information furnished.**



SECTION XV

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

Tender No..... Date of Opening..... Time Hours.....

Name of firm -----

Note: All details required only for the items tendered.

- 15.** Name & full address of the firm
- 16.** Telephone & Telex No. Office/Factory/Works
- 17.** Telegraphic address
- 18.** Location of the Manufacturing factory
- 19.** Details of Industrial License, wherever required as per statutory regulations.
- 20.** Details of plant & machinery erected and functioning in each Deptt.
(Monographs
 & description pamphlets be supplied if available).
- 21.** Details of the process of manufacture in the factory in brief.
- 22.** (i) Details & Stock of raw material held.
 (ii) For Indian Firm's if they are a small scale unit regd. with NSIC Ltd., they should furnish full particulars of items, registration, currency period and monetary limit etc.
- 23.** Production capacity of items (s) quoted for, with the existing plant & machinery
 - 23.1.** Normal
 - 23.2.** Maximum
- 24.** Details of arrangement for quality control of product such as laboratory, testing equipment etc.
- 25.** Details of staff.
 - 25.1.** Details of technical supervisory staff-in-charge of production & quality control.
 - 25.2.** Skilled labour Employed.
 - 25.3.** Unskilled labour employed.
 - 25.4.** Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of application.
- 26.** Whether stores are tested to any standard specification, if so, copies of original test certificates should be submitted in triplicate.
- 27.** Are you registered with the Director General of Supplies & Disposals, New Delhi, INDIA. If so, furnish full particulars of registration, period of currency etc.
- 28.** Are you a small Scale unit, registered with the National Small Industries Corporation Ltd., New Delhi, INDIA. If so, furnish full particulars of registration, currency period

Signature and seal of the Manufacturer/Tenderer



SECTION XVI

Proforma of Final Acceptance Certificate by the Consignee

No _____
Date _____

To _____
M/s _____

Subject: Certificate of commissioning of equipment/plant.

This is to certify that the equipment(s)/plant(s) as detailed below has/have been received in good conditions along with all the standard and special accessories and a set of spares (subject to remarks in Para no.02) in accordance with the contract/technical specifications. The same has been installed and commissioned.

- (i) Contract No _____ dated _____
(j) Description of the equipment(s)/plants: _____
(k) Equipment(s)/ plant(s) nos.: _____
(l) Quantity: _____
(m) Bill of Loading/Air Way Bill/Railway
Receipt/ Goods Consignment Note no _____ dated _____
(n) Name of the vessel/Transporters: _____
(o) Name of the Consignee: _____
(p) Date of commissioning and proving test: _____

Details of accessories/spares not yet supplied and recoveries to be made on that account.

Sl. No.	Description of Item	Quantity	Amount to be recovered No.
---------	---------------------	----------	----------------------------

The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).

The supplier has fulfilled its contractual obligations satisfactorily ## or

The supplier has failed to fulfil its contractual obligations with regard to the following: He has not adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specifications'.



He has not supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the period specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).

The supplier as specified in the contract has not done training of personnel.

The extent of delay for each of the activities to be performed by the supplier in terms of the contract is _____
The amount of recovery on account of non-supply of accessories and spares is given under Para no.02.
The amount of recovery on account of failure of the supplier to meet his contractual obligations is _____ (here indicate the amount).

Signature

Name

Designation with stamp

Explanatory notes for filling up the certificate:

v. He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.

vi. He has supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the time specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).

vii. Training of personnel has been done by the supplier as specified in the contract

viii. In the event of documents/drawings having not been supplied or installation and commissioning of the equipment(s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms.



SECTION XVII

Integrity Pact

(To be signed on Plain Paper)

(To be submitted as part of Technical bid)

Tender Document No. Tend No./

.....;

Tender Title:

.....
This Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of
_____ 202____ at _____, India.

BETWEEN

Procuring Organisation, Indian Institute of Technology Kharagpur , set up by the Act of Parliament called “Institute of Technology Act 1961” and having its Office at Kharagpur Po: Kharagpur, Pin-721302 through Dean (R&D), for and on behalf of Director , Indian Institute of Technology Kharagpur (hereinafter called the “The Principal”, which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/ s. _____ (hereinafter called the “The Bidder/ Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

‘The Principal’ intends to award, under laid down organizational procedures, contract/s for _____, ‘The Principal’ values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s).

In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the ‘The Principal’

(1) ‘The Principal’ commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal shall exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition, can initiate disciplinary actions.

Section 2 - Commitments of the ‘Bidder/ Contractor’

(1) The ‘Bidder/ Contractor’ commit themselves to take all measures necessary to prevent corruption. The ‘Bidder/ Contractor’ commit themselves to observe the following principles during participation in the tender process and during the contract execution.



- a. The ‘Bidder/ Contractor’ shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal’s employees involved in the tender process or the execution of the contract, or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The ‘Bidder/ Contractor’ shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.
- c. The ‘Bidder/ Contractor’ shall not commit any offence under the relevant IPC/ PC Act; further, the ‘Bidder/ Contractor’ shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
- d. The ‘Bidder/ Contractor’ of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder/ Contractor. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed in Appendix to this agreement.
- e. The ‘Bidder/ Contractor’ shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.

f. Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The ‘Bidder/ Contractor’ shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the ‘Bidder/ Contractor’, before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the ‘Bidder/ Contractor’ from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the ‘Bidder/ Contractor’ from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from ‘Bidder/ Contractor’ the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- (1) Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process, or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 - Equal treatment of all Bidders/ Contractors/ Subcontractors



- (1) In the case of Sub-contracting, the Principal Contractor shall take responsibility for the adoption of the Integrity Pact by the Sub-contractor.
- (2) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

(1) The Principal appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/ she reports to the Head of the Procuring Organisation.

(3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal, including that provided by the contractor. The contractor shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Procuring Organisation and recuse himself/ herself from that case.

(5) The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the contractor. The parties offer the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

(7) The Monitor shall submit a written report to the Head of the Procuring Organisation within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to Head of the Procuring Organisation, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Head of the Procuring Organisation has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration



This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Head of the Procuring Organisation.

Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., Kharagpur/ Medinipur.
- (2) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.
- (3) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.
- (5) Issues like Warranty/ Guarantee etc., shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.

For and on behalf of the Principal

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of 'Bidder/ Contractor

(Name of the Officer and Designation)

(Office Seal)

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)



SECTION XVIII

TENDER DOCUMENT FOR PURCHASE OF (Name of the Equipment)

TENDER NO. IIT/SRIC/Dept. Code/Project Code/PI(Short)/25-26/EQ-

CHECKLIST FOR THE TENDERER

***Supportive Documents must enclose for fulfilling Eligibility criteria, to be submitted by the Tenderer**

Name and Address of the Tenderer:		List of Equipment Quoted
Bid Security Self Declaration Format		Yes/ No
01	A bid form and price schedule at a prescribed Format/ Schedule	Yes/ No
02	Bid Security/EMD Details Proforma	
03	Registration Certificate/Certificate of incorporation, if any	
04	Must have supplied similar equipment to laboratories of State or Central Government Institutions or reputed Educational or Research Institution and proof of such supplies should be produced	
05	GST Registration Certificate (Applicable for Indian firms)	
06	Copy of PAN./CIN No. of the Company (Applicable for Indian firms)	
07	Authorized dealer Certificate from Manufacturer	
08	Lists of clients with reference in minimum five firms with name, designation and contact details	
09	Brief on supply of laboratory equipment handled during last five years	
10	List of offices/branches in India, with address and contact details, if any	
11	Contact Person Mobile No. & Land Line	
12	OEM Authorization	
13	Solvency Certificate	
14	(For Goods/ Services Contracts) Certificate - Bidder Not from/ from Country sharing Land border with India & Registration of Bidder with Competent Authority	
15	(For Works Contracts, including Turnkey Contracts) Certificate – Bidder Not from/ from Country sharing Land border with India, Registration of Bidder with Competent Authority & not sub-contract any work to a supplier/contractor from such countries unless such supplier/contractor is registered with the Competent Authority	
16	Integrity Pact	
17	Proforma for Performance Statement	
18	Proforma for Equipment and Quality Control	
19	Proforma of Final Acceptance Certificate by the Consignee	

Signature of the Tenderer

Date:
Seal

Date with Company



20. Annexure-5

Price Comparative Statement for

..... (Item's name)

Ref.: (Enquire No. and date)

Sl. No.	Vender - 1	Vender - 2	Vender - 3	Vender - 4
Base Price				
GST (.....%)				
Total				
Remarks				

Signature of Purchase Committee

*Signature
Name*

*Signature
Name*

*Signature
Name*



21. Annexure-6

FORM NO. 10F

[See sub-rule (1) of rule 21AB]

Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961

I..... *son/daughter of Shri..... in the capacity of (designation) do provide the following information, relevant to the previous year..... *in my case/in the case of for the purposes of sub-section (5) of *section 90/section 90A:—

Sl.No	Nature of information	:	Details #
(i)	Status (individual, company, firm etc.) of the assessee	:	
(ii)	Permanent Account Number or Aadhaar Number of the assessee if allotted	:	
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)	:	
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident	:	
(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	:	
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable	:	

2. I have obtained a certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A from the Government of (name of country or specified territory outside India)

Signature:

Name:

Address:

Permanent Account Number or Aadhaar Number



Verification

I do hereby declare that to the best of my knowledge and belief what is stated above is correct, complete and is truly stated.

Verified today the day of

.....

Signature of the person providing the information

Place:

Notes :

1. *Delete whichever is not applicable.
2. #Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A.



22. Annexure-7

INVOICE

Exporter: INDIA INSTITUTE OF TECHNOLOGY, KHAZAGPUR 721302, KOLKATA, INDIA		Invoice No.: IIT/BC/SCK/2012, Dated: May 11, 2012 Buyer's Order No. & Date Other Reference(s)		
Consignee: Department of Plastic and Hand Surgery (Attn: Dr. Justus Beier) University Hospital of Erlangen, Krankenhausstr 12 D-91054 Erlangen, Germany Telephone: ++49-9131/85-33277, Fax ++49-9131-8539327		Buyer (if other than consignee)		
Pre-carriage by	Place of Receipt by Precarrier	Country of Origin of Goods India	Country of Final DEST. Germany	
Vessel/Flight No. By Air	Port of Loading Kolkata	TERMS OF DELIVERY AND PAYMENT		
Port of Discharge Germany	Place of Delivery Germany			
Marks & Nos. / Container No.	No. & Kind Of Pkgs.	Description of Good	Quantity Pcs	Rate (Euro €)
	1	Dead cells in silk matrix	17 falcon tubes	10
		Antibody IgG1 (100 µl)	1 vial	
		Antibody MyoD(50 µl)	1 vial	
		Antibody MHC (50 µl)	1 vial	
		Silk biomaterials	2 packets	
		12 samples of dead cells on biomaterials	1 box (500 ml)	
		Fixed cells	3 boxes (180ml)	
		DNA/Primer: short sequences of rat TBP, myogenin, MyoD, MHC and MEF-2 (12 x 20 µl)	1 box (180ml)	
			Value for customs purpose only No Commercial Value	€ 10 Rs. 692.00
Amount in Words: Euro (€) Ten only (Rupees Six hundred and ninety two only – Exchange rate: 1€ = 69.16 INR) GROSS WT. (for one packet): 11.0 Kg.				
Dimension:- One packet.				
A.D.D CODE				
I.E.C. No.				
Banker:				
Declaration: We declare that this Invoice shows actual price of the goods described and all particulars true and correct.				
Signature & Date:				



Cons Rece & Acce

Shipment Certificate

Anjita Biswas
SRIC, 2ND FL., 301, ADMINISTRATIVE BUILDING, NALANDA COMPLEX, IIT KHARAGPUR,
INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR, WEST MIDNAPORE, WEST BENGAL,
PIN - 721302 - WEST MEDINIPUR, WEST BENGAL-721302

Contract No: GEMCR-AC-1-5116877458359331
Contract Date: 26-Jun-2025
PRC Date: 1 Aug-2025

CRAc No: GEMCR-AC-1-5116877458359331
CRAc Date: 25-Aug-2025

GeM Inv voice No: GEM-62064536
GeM Inv voice Date: 21-Aug-2025

Bill To

Shipped By

SICHT, IIT KHARAGPUR, WEST MIDNAPORE, WEST BENGAL, PIN - 721302, WEST MEDINIPUR, WEST BENGAL-721302, WEST MEDINIPUR, WEST BENGAL-721302

Type: Contract Government
Ministry: Ministry of Higher Education
Department: Department of Higher Education
Organization Name: Indian Institute of Technology (IIT)
Office Name: Eastern zone

NALGEN BIO PRIVATE LIMITED
NALGEN BIO PRIVATE LIMITED, KOLKATA, WEST BENGAL - 700068

Contract Item Details

#	Item Description	Model	Ordered Quantity	Unit	Price per Unit inclusive of all Duties and Taxes (in INR)
	Data Acquisition System-Advanced Digital Physiograph	PowerLab15T	1	pieces	1234590.0
Total Order Value (in INR)					1234590.0

CONSIGNMENT DETAILS

S.No	Supplied Qty(Nos.)	Item Description	Received Qty	Accepted Qty	Rejected Qty	Reason for rejected items	Price per Unit inclusive of all Duties and Taxes (in INR)
1	1	Data Aquisition System-Advanced Digital Physiograph	1	1	0		1234590.0
Total Received Order Value (in INR)							1234590.0

Note: This is a computer generated statement to generate e-bill by the buyer for payment.
Ink Signed Signatures are not required in System Generated Documents.



CHALLAN

Company Name: SRI C. I. T. ENGINEERS
Address: 2A, DEB LANE, C.I.T. ROAD, KOLKATA-700014
Ph no: 09830236815

Challan no: 52
Date: 11.09.2025
P.O no: 9
Date: 22.07.2025

G/ECF/SRIC/2025

State Code: W.B. (19)

PAN: AKUPS2099H
stome KHARAG
GSTIN: 19AKU H1Z8 JI0323G

Billing

Products Supplied Shipping Customer Name: Same as Billing

Cu r Name: SRIC, IIT. PUR

Address:

1.	KHARAGPUR - 721302 UV-VIS-NIR Monochromator GSTIN: 19AKU H1Z8 JI0323G NIR Standard Monochromator MODEL: HO-SP-M0 MAKE: HOLMARC	
Sl. No.	Product	Qty

IS

HSN:

FOR : *Devendra Sharma*
DEVENDRA SHARMA



CONVERGENT TECH INDIA PRIVATE LIMITED

No. 13/1, 7th Cross, Central Street, Kumara Park West, 5th Block, Bangalore - 560 020, India
Tel : +91-80-4600 9933 | E-mail sales@convergenttech.in www.convergenttech.in

INSTALLATION REPORT & PERFORMANCE CERTIFICATION

Please complete this report at the time of product installation and submit the completed form as outlined below.

Customer Information:

Customer PO No: 22 ST/SPT Date: 9/10/25

Organization: CDFL IIT-KHARAGPUR

Customer Name: DD.

Date of Installation: 03/11/2025

Equipment Details:-

No	Equipment Type	Model No	Equipment S/N
01	System Electrometer with blow	6514 E 1	67 973
02	USB-488B IEEE US to GPIB	UUSB- IEEE488B 8	0006856
	Kickstart FL-IVC License		

I, hereby certify that all materials and equipment's mentioned above have been delivered, and I am satisfied with the work done.

ERP, IIT KGP

Comments on Installation:-

Engineering Attended by:-

Engineer Signature: S

Convergent Technologies
IIT-Kharagpur



GEM CONSULTING PVT LTD

Contact No: 9674184385, 9706036146 E-mail: gmc.iitkgp@gmail.com
GSTIN: 19AAICN2350D1ZN PAN NO: AAICN2350D

Ref no: NB/2025-26/95

Date: 21-08-2025

WARRANTY CERTIFICATE

To,

Mr. [Redacted],
Assistant Professor, IIT Kharagpur

Indian Institute of Technology, Kharagpur-721302,
West Bengal

Reference No: GEM/2025/B/5993273, Dt 25.02.2025
Purchase Order Number & date: Contract No: GEMC-5993273, 26-Jun-2025
Name of item: Data Acquisition System - Advanced Digital Physiograph
Make: PowerLab 1ST ADI INSTRUMENTS NZ LTD
Country of Origin of Goods being offered Australia
Date of Installation: 21.08.2025

This certifies that the Goods supplied by us under the referenced tender will be covered by a 3 (Three) year warranty from the date of installation, against any manufacturing defects.

Please note:

The warranty applies solely to the main unit. Accessories, disposables, or any other ancillary items are not covered.

The warranty will be rendered null and void in instances of mishandling, misuse, negligence, or any unauthorized modifications.

Authorized Signatory



23. Annexure-8

Documents for Export Shipment

INVOICE

Exporter: INDIA INSTITUTE OF TECHNOLOGY, KHAZAGPUR 721302, KOLKATA, INDIA		Invoice No.: IIT/BC/SCK/2012, Dated: May 11, 2012 Buyer's Order No. & Date Other Reference(s)			
Consignee: Department of Plastic and Hand Surgery (Attn: Dr. Justus Beier) University Hospital of Erlangen, Krankenhausstr 12 D-91054 Erlangen, Germany Telephone: +49-9131/85-33277, Fax: +49-9131-8539327		Buyer (if other than consignee)			
Pre-carriage by	Place of Receipt by Pre-carrier	Country of Origin of Goods India	Country of Final DEST. Germany		
Vessel/Flight No. By Air	Port of Loading Kolkata	TERMS OF DELIVERY AND PAYMENT			
Port of Discharge Germany	Place of Delivery Germany				
Marks & Nos. / Container No.	No. & Kind Of Pkgs.	Description of Good	Quantity Pcs	Rate (Euro €)	Amount (Euro €)
	1	Dead cells in silk matrix Antibody IgG1 (100 µl) Antibody MyoD (50 µl) Antibody MHC (50 µl) Silk biomaterials 12 samples of dead cells on biomaterials Fixed cells DNA/Primer: short sequences of rat TBP, myogenin, MyoD, MHC and MEF-2 (12 x 20 µl)	17 falcon tubes 1 vial 1 vial 1 vial 2 packets 1 box (500 ml) 3 boxes (180ml) 1 box (180ml)	10	10
Value for customs purpose only No Commercial Value					€ 10 Rs. 692.00
Amount in Words: Euro (€) Ten only (Rupees Six hundred and ninety two only – Exchange rate: 1€ = 69.16 INR) GROSS WT. (for one packet): 11.0 Kg. Dimension:- One packet: A.D.CODE I.E.C. No. Banker: Declaration: We declare that this Invoice shows actual price of the goods described and all particulars true and correct. Signature & Date:					



PACKING LIST

Exporter: INDIAN INSTITUTE OF TECHNOLOGY, KHARAGPUR 721302, KOLKATA, INDIA		Invoice No.: IIT/BC/SCK/2012, Dated: May 11, 2012 Buyer's Order No. & Date Other Reference(s)		
Consignee: Department of Plastic and Hand Surgery (Attn: Dr. Justus Becker) University Hospital of Erlangen, Krankenhausstr 12 D-91054 Erlangen, Germany Telephone: ++49-9131/85-33277, Fax ++49-9131- 8539327		Buyer (if other than consignee)		
Pre-carriage by	Place of Receipt by Precarrier	Country of Origin of Goods India	Country of Final DEST. Germany	
Vessel/Flight No. By Air	Port of Loading Kolkata	TERMS OF DELIVERY AND PAYMENT		
Port of Discharge Germany	Place of Delivery Germany			
Marks & Nos. / Container No.	No. & Kind Of Pkgs.	Description of Good	Quantity Pcs	Rate (Euro €)
	I	Dead cells in silk matrix Antibody IgG1 (100 µl)	17 falcon tubes 1 vial	€ 10
		Antibody MyoD(50 µl)	1 vial	
		Antibody MHC (50 µl)	1 vial	
		Silk biomaterials	2 packets	
		12 samples of dead cells on biomaterials	1 box (500 ml)	
		Fixed cells	3 boxes (180ml)	
		DNA/Primer: short sequences of rat TBP, myogenin, MyoD, MHC and MEF-2 (12 x 20 µl)	1 box (180ml)	
Value for customs purpose only No Commercial Value				€ 10 Rs. 692.00
Amount in Words: Euro (€) Ten only (Rupees Six hundred and ninety two only – Exchange rate: 1€ = 69.16 INR) GROSS WT. (for one packet): 11.0 Kg.				
Dimension: - One packet: A.D CODE				
I.E.C. No.				
Banker:				
Declaration: We declare that this Packing List shows actual price of the goods described and all particulars true and correct.				
Signature & Date:				



No. IIT/SRIC/F/EQ-244/GG/IAI/RS/2015
Dated: June 15, 2023

To
The Manager
Canara Bank (e-Syndicate Bank)
FX Processing Centre
40, A&B Circus Avenue
Kolkata-700017

Through: Branch Manager
Canara Bank (e-Syndicate Bank)
IIT Kharagpur-721302

Sir / Madam,

We had earlier imported "Trillium 120Q (Serial No. 2244 – 1 No.)" from M/s Nanometrics c/o Cole International, 300 Legget Drive, Kanata, Ontario, Canada K2K 1Y5 vide our purchase order no. 351/IIT/SRIC/F/EQ-244/GG/IAI/RS/2015, dated, 25/08/2015 which was not functioning as per our research requirement. As per advice of the supplier i.e. M/s Nanometrics c/o Cole International, 300 Legget Drive, Kanata, Ontario, Canada K2K 1Y5 the said equipment has now to be sent to the following address for repairing and the same will be returned after repairing. Now the defected instrument is to be sent for repairing to the following address.

~~351/IIT/SRIC/F/EQ-244/GG/IAI/RS/2015~~
~~300 Legget Drive,~~
~~Kanata, Ontario~~
~~Canada K2K 1Y5~~

As per requirement for the said purpose kindly provide foreign exchange waiver for this purpose. We are enclosing herewith the import documents, e.g. Import Bill of Entry, Import Invoice, Import Packing List, Import Airway Bill and Export Invoice cum Packing List, Purchase Order Copy, E-mail of declaration from vendor, for your perusal.

Thanking you.

Yours sincerely,

(~~Chaitanya~~)



NON- DANGEROUS GOODS DECLARATION

We hereby declare that the cargo booked vide Air Way bill contains venkos hydraulic rail bender (JIM CROW) does not contain any kind of dangerous goods such as liquid / gas / magnet or any other substance which can pose danger to the flight.

The cargo can be carried in PAX as well as Cargo aircraft.

Signatory Authority.



24. Annexure-9

CERTIFICATE FOR AVAILING CUSTOM DUTY EXEMPTION IN TERMS OF GOVERNMENT
NOTIFICATION NO 51/96-CUSTOMS DATED 23.07.1996 AND NOTIFICATION NO. 47/2017-
INTEGRATED TAX (RATE) DT. 14.11.2017 AND NOTIFICATION NO. 45/2017-CENTRAL TAX (RATE)
DT. 14.11.2017, NOTIFICATION NO. 45/2017-UNION TERRITORY TAX (RATE) DT. 14.11.2017, AS
AMENDED FROM TIME TO TIME.

1. Name of the Institute	INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR-721302
2. Registration No. of Department of Scientific & Industrial Research	TU/V/RG-CDE(344)/2021 DATED: AUGUST 31, 2021 Valid up to AUGUST 31, 2026.
3. Name of the Supplier	
4. Description of Items	
5. Purchase Order No. & Date	
6. Airway Bill No. & Date	MAWB No. HAWB No.
7. Invoice No. & Date	Invoice No. Date:
8. Invoice Value	
9. Purpose for which items are purchased	For Research Purpose only

Certified that the purchase of the above goods for which duty exemption is claimed are required for research/educational purpose and goods shall be used for that purpose only by the Institute and that the Institute is not engaged in any commercial activity.

Date: 21 November 2025
Place: IIT Kharagpur

(REGISTRAR)



गृहना का
अधिकार
RIGHT TO
INFORMATION

दूरभाष/TEL : 26962819, 26567373
(EPABX) : 26565694, 26562133
: 26565687, 26562144
: 26562134, 26562122
फैक्स/FAX : 26960629, 26529745
Website : <http://www.dsit.gov.in>



भारत सरकार
विज्ञान और प्रौद्योगिकी मंत्रालय
वैज्ञानिक और औद्योगिक अनुसंधान विभाग
टेक्नोलॉजी भवन, नया महाराजा थार्म,
नई दिल्ली - 110016

GOVERNMENT OF INDIA
MINISTRY OF SCIENCE AND TECHNOLOGY
Department of Scientific and Industrial Research
Technology Bhavan, New Mehrauli Road,
New Delhi - 110016

Dated: 31-08-2021



No. TU/V/RG-CDE (344)/2021

To,

The Director
Indian Institute of Technology, Kharagpur
Post Office I.I.T Kharagpur
Kharagpur – 721 302
West Bengal

Subject: Renewal of Registration of Public Funded Research Institutions or a University or an Indian Institute of Technology or Indian Institute of Science, Bangalore or a Regional Engg. College, other than a Hospital*, for purposes of availing Customs Duty exemption in terms of Notfn. No. 51/96-Customs dt. 23.07.1996, Notfn. No. 47/2017-Integrated Tax (Rate) dt. 14.11.2017 and Notfn. No. 45/2017- Central Tax (Rate) dt. 14.11.2017, Notfn. No. 45/2017-Union Territory Tax (Rate) dt. 14.11.2017, as amended from time to time.

With Reference: Your letter dated 13-07-2021 on the above subject, this is the certificate of registration.

CERTIFICATE OF REGISTRATION

This is to certify that **Indian Institute of Technology, Kharagpur, West Bengal** other than Hospital*, is registered with the Department of Scientific and Industrial Research (DSIR) for purposes of availing Customs Duty exemptions in terms of Notfn. No. 51/96- Customs dt. 23.07.1996, Notfn. No. 28/2003- Customs dt. 01.03.2003, Notfn. No. 43/2017- Customs dt. 30.06.2017 & Notfn. No. 47/2017- Integrated Tax (Rate) dt. 14.11.2017, Notfn. No. 10/2018- Integrated Tax (Rate) dt. 25.01.2018 and Notfn. No. 45/2017- Central Tax (Rate) dt. 14.11.2017, Notfn. No. 45/2017- Union Territory Tax (Rate) dt. 14.11.2017 & Notfn. No. 9/2018- Central Tax (Rate) dt. 25.01.2018, Notfn. No. 9/2018- Union Territory Tax (Rate) dt. 25.01.2018, as amended from time to time for research purposes only. This Registration is subject to terms and conditions mentioned overleaf.

This Registration is valid up to **31.08.2026**.

Please acknowledge the receipt.

Yours faithfully,

(Dr. P.K. Dutta)

Scientist - F'

** Certificate of registration is not valid for activities falling within the definition of "hospital" as per notification no. 51/96 – Customs dated 23-07-1996 issued by the Department of Revenue. The institutions are cautioned to go through the notification before availing duty exemptions under this notification*



ANNEXURE I

DECLARATION FORM

ORIGINAL
DUPLICATE

Note : This declaration shall not be required for goods imported as passengers' Baggage, goods imported for personal use upto value of Rs. 1000/-, Samples of no commercial value, or where the goods are subject to specific rate of duty.

1. Importer's Name and Address :

2. Supplier's Name and Address :

3. Name and address of the agent, if any :

4. Description of goods :

5. Country of Origin :

6. Port of Shipment

7. AWB/BL Number and date

8. IGM Number and date

9. Contact Number and Date

10. Nature of Transaction (Sale, Consignment, Hire, Gift, etc.)

11. Invoice Number and Date

12. Invoice value

13. Terms of payment

14. Currency of payment

15. Exchange rate

16. Terms of Delivery

17. Relationship between buyer and seller (Rule 2 (2))

18. If related, what is the basis of declared value

19. Conditions or Restrictions attached with the sale (Rule 4 (2))

20. Valuation Method applicable, (See Rule 4 to 8)

21. Cost and services not included in the invoice value (Rule 9)

(a) Brokerage and commissions

(b) Cost of container

(c) Packaging cost

(d) Cost of goods and services supplied by the buyer

(e) Royalties and licence fees

(f) Value of proceeds which accrue to seller

(g) Freight

(h) Insurance

(i) Loading, unloading, handling charges

(j) Landing charges

(k) Other payments, if any

22. Assessable Value in Rs.

23. Previous imports of identical / similar goods, if any

(a) Bill of Entry Number and Date

(b) IGM Number and date

24. Any other relevant information (Attach separate sheet, if necessary).

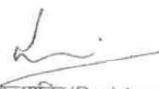
DECLARATION

1. I/We hereby declare that the information furnished above is true, complete and correct in every respect.
2. I/We also undertake to bring to the notice of proper office any particulars which subsequently come to my/our knowledge which will have a bearing on valuation.

Place

Date

FOR CUSTOMS HOUSE USE


Signature of Customs Registrar
भारतीय प्रौद्योगिकी संस्थान खड़गपुर
Indian Institute of Technology Kharagpur

1. Bill of Entry Number and Date
2. Valuation Method Applied (See Rules 4 to 8)
3. If declared value not accepted, brief reasons

4. Reference Number and date of any previous decisions / ruling
5. Value Assessed

A.O. Assistant Collector

- Notes : 1. Declaration form in duplicate duly signed by the importer should be attached with original Bill of entry.
2. In case Order-in-Original (Speaking Order) is required, Importer/CIA are requested to apply with in 30 days. Payment due on the account will be considered after 30 days.



Job No.

DECLARATION

(To be signed by an Importer)

Custom
House Agent

1. I/We declare that the contents of invoice(s) No. (s) dated of M/s. and of other documents relating to the goods covered by the said invoice(s) and presented herewith are true and correct in every respect.

OR

Without
Custom House
Agent

1. I/We declare to the best my/our knowledge and belief that the contents of this Bill of Entry for goods imported against Bill of Lading No. dated were in accordance with the invoice No. dated and other documents presented herewith are true and correct in every respect.

2. I/We declare that I/We have not received and do not know of any other document or information showing a different price, value, quantity or description of the said goods and that if at any time hereafter I/We discover any information showing a different state of facts, I/We will immediately make the same known to the Commissioner of Customs.

3. I/We declare that goods covered by the Bill of Entry have been imported on cut-right purchase consignment account

4. I/We am/are not connected with the suppliers/manufacturers as:—

- (a) Agent/Distributor/Incubator/Branch/Subsidiary/Concessionaire and
- (b) Collaborator entitled to the use of the trade mark, patent or design.
- (c) Otherwise than ordinary importers or buyers.

5. I/We declare that the method of invoicing has not changed since the date on which my/our books of accounts and/or agreement with the suppliers were examined previously by the Custom House(s).

N. B.— Strike out whichever is inapplicable

Signature _____
कलात्मक प्रौद्योगिकी संस्थान खड़गपुर
भारतीय प्रौद्योगिकी संस्थान खड़गपुर
Indian Institute of Technology Kharagpur



Government of India / भारत सरकार

Ministry of Commerce and Industry / वाणिज्य और उद्योग मंत्रालय

Directorate General of Foreign Trade / विदेश व्यापार महानिदेशालय

Office of the Additional Director General of Foreign Trade, Kolkata / अपर महानिदेशक, विदेश व्यापार का कार्यालय,
कोलकाता

4, Esplanade East, KOLKATA, WEST BENGAL, 700069 / 4, एस्प्लैनेड ईस्ट, कोलकाता, कोलकाता, पश्चिम बंगाल,
700069

Importer-Exporter Code

This is to certify that **INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR** is issued an Importer-Exporter Code (IEC) **AAAJI0323G** with details as follows -

IEC	AAAJI0323G
स्थाई खाता सं.(पैन) /PAN	AAAJI0323G
फर्म का नाम/Firm Name	INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR
निगम की प्रकृति /Nature of Concern	Other
जारी करने की तारीख/Date of Issue	17/07/2023
पता/Registered Address	IIT KHARAGPUR, KHARAGPUR, KHARAGPUR, MEDINIPUR WEST, WEST BENGAL, 721302
धारक का नाम / Name of the Signatory	Amit Jain
Director / Partner Details	Refer online at https://dgft.gov.in or scan the QR Code
शाखा/इकाई /Branch Details	Refer online at https://dgft.gov.in or scan the QR Code

Last Modified : 15/10/2025

File Number : KOLIECPAMEND00022635AM26



Note : This is a system-generated certificate. Authenticity / Updated details of the IEC can be checked at official DGFT website <https://dgft.gov.in> by entering the IEC and Firm Name under Services > View Any IEC Details. You can also authenticate the certificate by scanning the QR code.





Dilip Ghosh

From: Tapan Mahata [tmahata@eoffice.iitkgp.ac.in]
Sent: 13 July 2023 15:49
To: dilip
Subject: Fwd: AD CODE OF SRIC IIT KHARAGPUR BRANCH is 02400K3

----- On Jul 13, 2023, at 12:57 PM, KHARAGPUR SRIC IIT CAMPUS <cb19556@canarabank.com> wrote:

प्रिय महोदय/ महोदया Dear Sir/Madam

उपर्युक्त विषय के संदर्भ में, This has reference to the above subject.

The AD code of Canara Bank ,SRIC IIT Kharagpur Branch is 02400K3 .

Kindly mention this AD code in all future import and same to be mentioned in all BOE's.

सादर धन्यवाद / Thanks & regards

केनरा बैंक / Canara Bank

शाखा / Branch: एस.आर.आई.सी. आई.आई.टी. खड़गपुर / SRIC IIT Kharagpur

ईमेल/Email id: cb19556@canarabank.com

दूरभाष / Telephone :: 03222 – 220 881 मोब/Mob: 6292243478

"राजभाषा में काम करें, संविधान का सम्मान करें || संविधान का सम्मान, देश का सम्मान ||"

**जल वृक्ष की रक्षा, पर्यावरण की सुरक्षा /SAVE TREE- SAVE WATER, SAVE ENVIRONMENT.

{****बहुत ज़रूरी होने पर ही इस ई-मेल का प्रिंट लें /Please Print This E-Mail Only If It Is Necessary.}



"Azadi Ka Amrit Mahotsav"

DISCLAIMER: This email may contain privileged information and is intended solely for the addressee, and any disclosure of this information is strictly prohibited, and may be unlawful. If you have received this mail by mistake, please inform the sender immediately and delete this mail. Any information expressed in this mail does not necessarily reflect the views of CANARA BANK. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of the Bank. The recipient should check this email and any attachments for the presence of viruses. The sender declares that no liability can be cast upon the sender for any error or omissions in the contents of the message that arise, as a result of e-mail transmission and further declares that the sender cannot be made liable for any loss suffered by



Government of India

Form GST REG-06

[See Rule 10(1)]

Registration Certificate

Registration Number :19AAAJI0323G1ZM

1.	Legal Name	INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR			
2.	Trade Name, if any	INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR			
3.	Constitution of Business	Others			
4.	Address of Principal Place of Business	IIT MAIN BUILDING, IIT CAMPUS, IIT MAIN ROAD, IIT KHARAGPUR, West Medinipur, West Bengal, 721302			
5.	Date of Liability	01/07/2017			
6.	Period of Validity	From	01/07/2017	To	NA
7.	Type of Registration	Regular			
8.	Particulars of Approving Authority				
Signature					
Name _____					
Designation _____					
Jurisdictional Office _____					
9.	Date of issue of Certificate	26/09/2017			

Note: The registration certificate is required to be prominently displayed at all places of business in the State.

This is a system generated digitally signed Registration Certificate issued based on the deemed approval of the application for registration



Annexure B



राष्ट्रसेवा जयते

GSTIN

19AAAJI0323G1ZM

Legal Name

INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR

Trade Name, if any

INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR

Details of Person in Charge



Name

RAJARSHI BANERJEE

Designation/Status

ASSISTANT REGISTRAR

Resident of State

West Bengal



25. Annexure-10

Form for submitting bills for procurement for scientific purposes for non-GeM purchase upto 2 lakh

As per Government Notification No. F/20/42/2021-PPD dated 05/06/2025, (procurement up to ₹2,00,000/-) the following scientific equipment's and/or consumable purchases has been made through non-Government e-Marketplace (GeM) for research work only. A list of such procurements will be compiled and submitted to the concerned Administrative Ministry at the end of each Financial Year.

Further, in accordance with GFR Rule 154, it is certified that "I am personally satisfied that these goods purchased are of the requisite quality and specification and have been procured from a reliable supplier at a reasonable price." This self-certification is provided for the following bills :

Sl. No.	Items Description	Supplier's Name	Bill No. & Date	Amount
1.				
2.				
3.				
4.				
5.				

- Pls add additional columns if required. Kindly submit separate form for each project**

Kindly process the above mentioned bills against the below mentioned project code.

Thanking you

Yours Sincerely

(Signature)

Name of the PI :

EC :

Project Code :



26. Important links

1. Institute Stores & Purchase link

<https://apna.iitkgp.ac.in/web/hp-adm>

2. SRIC forms

<https://sric.iitkgp.ac.in/web4/sricforms>

3. General Financial Rules

<https://doe.gov.in/orders-circulars/31>

4. Government GeM portal

<https://gem.gov.in/>

