



भारतीय प्रौद्योगिकी संस्थान इंदौर
Indian Institute of Technology Indore
सिमरोल, खंडवा रोड़ इंदौर – 453552
Simrol, Khandwa Road, Indore- 453552

STANDARD ONLINE (E-PROCUREMENT MODE)

BIDDING DOCUMENTS

Annual Maintenance Contract for period of three years including supply of Helium in returnable container for NMR at IIT Indore

Materials Management Section
IIT Indore
Workshop Building, Simrol
Khandwa Road, Indore- 453552
Tel.: 0732- 4306949/958, Email: mms@iiti.ac.in
Website: www.iiti.ac.in,



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सिमरोल, खंडवा रोड़ इंदौर – 453552

Indian Institute of Technology Indore
Simrol, Khandwa Road, Indore- 453552

Tel.: 07324-306958
Email: mms@iiti.ac.in

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Section-1

Check-list for Bid Submission

The bidders must fill up this check list, and ensure the submission of the following:

(i) Documents (signed and stamped), (ii) Attachments, certificates, letters to be uploaded etc.

			(Yes /No)
Online submission: _____			
Upload No. 1 _____	Following documents (signed + stamped) to be up-loaded		
	(a)	Covering letteras per prescribed format – Annexure-I	
	(b)	Copies of GST No., PAN No, Sales Tax & income Tax registration	
	(c)	Not-blacklisted certificate.....as per prescribed format – Annexure II	
Upload No.2 _____		Submit Technical specs of your product (un-priced)	

Notice Inviting Tender (E-procure mode)

INDIAN INSTITUTE OF TECHNOLOGY INDORE
MADHYA PRADESH -453552

Dy. Registrar, IIT Indore, invites Online **Open Tender** through **Two bid system** (Technical & Price bid) from OEM, or their authorized agents for the item/items listed below:

Details of Items	Annual Maintenance Contract including supply of Helium in returnable container for NMR at IIT Indore for period of three years
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The complete bid document can be downloaded from the IIT Indore website: www.iiti.ac.in, or from the Central Public Procurement portal: www.eprocure.gov.in.

Physical submission of bids shall not be accepted

A)	Date of commencement of e-tender document and availability on the website: www.iiti.ac.in & http://eprocure.gov.in/eprocure/app	29-05-2018 Time 04:00 PM
B)	Last date and time for submission of bids online	07-06-2018 Time 4:00 PM
C)	Date and time for opening Technical bids	08-06-2018 Time 04:00 PM
D)	Address for Communication,	Indian Institute of Technology, Indore, Khandwa Road, Simrol Campus, Indore 453552 M.P.

Dy. Registrar (MM)

Schedule

Name of Organization	Indian Institute of Technology, Indore
Tender Type (Open/Limited/EOI/Auction/Single)	Open
Tender Category (Services/Goods/works)	Services
Type/Form of Contract (Work/Service/ Buy)	AMC
Product category (Service)	AMC & Supply of Liquid Helium
Currency Allowed	Indian rupees
Tender Fee	NIL
EMD	Rs. 50,000.00 (Rupees Fifty Thousand Only) Online mode only http://deposit.iiti.ac.in/mms/
No. of Covers (1/2/3/4)	02
Bid Validity days (180/120/90/60/30) (From last date of opening of tender)	90 days
Last date for bid submission & EMD	07-06-2018, 4:00 PM
Date of opening the technical bids	08-06-2018, 4:00 PM
Address for Communication	Dy. Registrar(MM) Simrol Campus, IIT Indore 453552
Contact No.	07324-306958/949
Email Address	mms@iiti.ac.in , kinny@iiti.ac.in

Section 2

Instructions for Online Bid Submission:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app>

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the **(CPP)** Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid digital signature certificate **(DSC)** should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others.
- 6) Bidder then logs in to the site through the secured log-in by entering their userID / password and the password of the DSC / eToken.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective My Tenders" folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.

SUBMISSION OF BIDS

- 1) 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.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4) A standard bill of quantity (**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 white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other

cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected. OR In some cases Financial Bids can be submitted in PDF format as well (in lieu of BOQ).

- 5) 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.
- 6) 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.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) 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
- 9) Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

General Instructions to the Bidders

- 1) The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app> . In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
- 2) Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app> . Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".
- 3) Tenderer are advised to follow the instructions provided in the Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>

Section 3

Terms and conditions

1. **Due date:** The tender has to be submitted before the due date.
2. **Preparation of Bids:** The offer/bid should be submitted in **two bid system** (i.e. Technical bid and price bid separately) and should be submitted **Online**.
3. **Opening of the tender:** The online bid will be opened by a committee duly constituted for this purpose. Online bids (complete in all respect) received will be opened as Schedule” in presence of bidders representative if available,

Only one representative will be allowed to participate in the tender opening. The received bid will be **opened online first**, and it will be examined by a technical committee which will decide the suitability as per our specification and requirement.

The financial offer/bid will be opened only for the offer/bid which submits all the required necessary documents, and the quote for the desired spare part meets all our requirements as per the specification, and will be opened in the presence of the vendor’s representatives subsequently for further evaluation. The bidders if interested may participate on the tender opening Date and Time. The bidder should produce authorization letter from their company to participate in the tender opening.

4. **Acceptance/ Rejection of bids:** The Committee reserves the right to reject any or all offers without assigning any reason.

5. Eligibility criteria for the bidder:

- (i) Bidders should be the manufacturer / authorized dealer of OEM.

Letter of Authorization from Original equipment manufacturer (OEM) for the supply of the item specified in the tender, should be enclosed.

- (ii) 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.
- (iii) 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.
- (iv) If an agent submits the 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.

6. **Risk Purchase Clause:** In event of failure of supply of the item/equipment within the stipulated delivery schedule, the purchaser has all the right to purchase the item/equipment from the other source on the total risk of the supplier under risk purchase clause.
7. **Delivery and Documents:** Delivery of the goods should be made within a maximum of 01 week from the date of placement of purchase order and as per requirement.
8. **Prices:** In case of items supplied from indigenous sources, or from the stock of the authorized representative of the OEM company, applicable taxes should be included. IIT Indore is exempted from **Excise duty**, and shall provide the excise duty exemption certificate.
9. **Notices:** For the purpose of all notices, the following shall be the address of the Purchaser, And the goods have to be delivered to the following address.

User : Dr. Amit Kumar, Incharge NMR SIC IIT Indore.

10. **Applicable Law:** The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction.
11. **Taxes:** Suppliers shall be entirely responsible for all taxes, duties, license fees, Octroi, road permits, service tax etc., incurred until delivery of the contracted Goods to the Purchaser. However, GST in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order.
GST @ 5% as per Notification no. : 47/2017-Integrated Tax & 45/2017 Central Tax dated 14/11/2017
12. **Agency Commission:** IIT Indore will not entertain any agency commission payments.

13. **Payment terms** acceptable to the IIT Indore

- Payment can be done after certification of invoice from the user on monthly/ quarterly basis within 30 days.
- **PERFORMANCE SECURITY:** The firm has to submit a performance security of **10% of the total order value** to be submitted before release of final/part payment in the form bank guarantee valid for **14 months i.e. 2 months beyond the AMC period. Performance security is to be issued from an Indian scheduled bank**

14. Award Criteria

The Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

Purchaser's Right to vary Quantities at Time of Award

The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

Purchaser's Right to Accept Any Bid and to Reject any, or All Bids

The Purchaser 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 thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

15. Notification of Award

Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or fax or e-mail that the bid has been accepted by way of a Purchase Order.

Upon the successful Bidder's furnishing of performance security the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

16. Signing of Contract

At the same time as the Purchaser notifies the successful bidder that its bid has been accepted, the Purchaser will send the bidder the Contract Form (RC/Service/ Purchase order), and will expect an order Acknowledgement promptly.

17. Offer validity Period

The offer should hold good for a period of **90 days** from the closing date of the tender. Any offer falling short of the validity period is liable for rejection.

19. Erasures or Alterations

The offers containing unauthenticated erasures or alterations will not be considered. There should be no unauthenticated handwritten material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. IIT Indore may treat offers not adhering to these guidelines as unacceptable.

20. Modifications and Withdrawal of Offers

The vendor may modify or withdraw its offer after its submission, provided that written notice of the modification or withdrawal is received by IIT Indore, prior to the closing date and time prescribed for online submission of offers. No offer can be modified by the vendor, subsequent to the closing date and time for online submission of offers. In the event of withdrawal of the offer by successful bidders, the EMD will not be refunded by IIT Indore.

21. Preliminary Scrutiny

IIT Indore will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether the required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. IIT Indore may, at its discretion, waive any minor

nonconformity or any minor irregularity in an offer. This shall be binding on all vendors and IIT Indore reserves the right for such waivers.

22. Clarification of Offers

To assist in the scrutiny, evaluation and comparison of offers, IIT Indore may, at its discretion, can ask some or all vendors for clarifications on their offer. The request for such clarifications and the response will necessarily be in writing. If deemed necessary, the vendor is required to give a presentation/arrange a demo of the items offered, at the venue decided by IIT Indore.

23. IITI reserves the right to call for techno-commercial/price negotiations. The company should depute competent representative for such discussion/negotiations whenever called for and he shall be competent to take on the spot decisions.

24. IITI reserves the right to modify/alter/Insertion or deletion on any part of the tender document /NIT to ensure fulfillment of its material & service requirement at any stage.

25.Verification

IIT Indore reserves the right to verify any, or all statements made by the vendor in the tender document, and to inspect the vendor's facilities, if necessary, to establish to its satisfaction about the vendor's capacity to perform the job.

26. No Commitment to Accept late/incomplete bids

IIT Indore shall be under no obligation to accept any received bids, received late, or incomplete offers without assigning any reason whatsoever. IIT Indore will not be obliged to meet and have discussions with any vendor, and or to listen to any representations.

27.Short-listing of Vendors

IIT Indore will create a shortlist of technically qualifying vendors and the commercial offers of only these vendors will be opened. Technically qualified bidders will be invited, and the Commercial Offers of the short-listed vendors will be opened in their presence and the committee members. If there is a discrepancy between words and figures, the amount indicated in words will prevail.

28.Award Criteria The contract will be awarded based on the evaluation of technical bids, and the commercial bids of only the technically qualified vendors.

29. Delivery & Installation Period : IIT Indore would like to have the following time schedule for completion of the activities from the date of placement of orders.

Delivery: As per requirement

- a) The vendor shall be responsible for proper supply so as to avoid damage under normal conditions of transport by road or air and delivery of the material in good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the vendor shall be liable to make good such loss and shortage found at the checking / inspection of the material by the consignee. No extra cost on such account shall be admissible. Insurance coverage must be provided till the final destination – IIT Indore.
- b) Delivery to take place at the scheduled destinations as specified by the IIT Indore in its **Service Order**.

30.Completeness of the contract

The contract will be deemed as incomplete if any term in the final service order is not delivered/completed, or not taken care, and /or not operational, or not acceptable to the Indenter after acceptance testing / examination. In such an event, the supply and service will be termed as incomplete and it will not be accepted and the AMC period will not commence. The AMC period will commence only on acceptance (based on acceptance test) of equipment by the Indenter.

31.Liquidated Damages for delayed supply

If the vendor fails to deliver any or all of the equipment or does not perform the services within the time period(s) specified in the Contract, IIT Indore shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 0.5 percent of the price of the undelivered items the stipulated rate for each week or part thereof during which the delivery of such items may be delayed subject to a maximum limit of 10 percent of the stipulated price of the items so undelivered. Such penalty is to be deducted always from the bills of the firm OR to purchase elsewhere or from the Security Deposit on the account and risk of the vendor. Once the maximum of the damages above is reached, the Indenter/purchaser may consider termination of the Contract and delisting the vendor on the account and risk of the vendor.

32.Order Cancellation

IIT Indore also reserves the right to cancel the order in the event of one, or more of the following circumstances:

Delay in delivery & services(AMC) beyond a period of **2 weeks** from the date of service order/RC

Serious discrepancy in supply / AMC noticed during the pre-dispatch inspection, if any.
Breach by the tenderer of any of the terms and conditions of the tender.

Any action by the vendor which is in breach of law or accepted practices in commercial Transactions.

If the Vendor goes into liquidation voluntarily or otherwise,
Lack of sufficient funds to purchase the products quoted by L1 (lowest bid)

33.Indemnity to Bank

The Vendor should furnish a photocopy of the Agreement with their Principals in respect of all products offered. Further, the vendor shall indemnify IIT Indore and keep indemnified against any loss or damage that the IIT Indore may sustain on account of any violation of patents, trademark etc., by the vendor in respect of the products supplied.

34. Force Majeure

The vendor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the vendor's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of IIT Indore in fires, floods and freight embargoes.

If a Force Majeure situation arises, the Vendor shall promptly notify IIT Indore in writing of such conditions and the cause thereof within twenty calendar days unless otherwise directed by IIT Indore in writing, the Vendor shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, IIT Indore and the vendor shall hold consultations with each other in an endeavor to find a solution to the problem. Not with-standing above, the decision of IIT Indore shall be final and binding on the vendor.

35. Resolution of Disputes

IIT Indore and the vendor shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, IIT Indore and the Vendor have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration. IIT Indore, shall appoint a Sole Arbitrator of the dispute who will not be related to the contract and whose decision shall be final and binding.

Section - 4

Specifications

Notice Inviting Tender

Annual Maintenance Contract including supply of Helium in returnable container for NMR at IIT Indore for period of three years.

At our site – Indian Institute Of Technology Indore, Khandwa Road, Simrol Campus, IIT Indore-453552

Interested suppliers and/ or manufacturers of liquid Helium are invited to submit their quotations for providing the following:

Annual Maintenance Contract including supply of Helium in returnable container for NMR at IIT Indore for period of three years

1. Filling up high purity liquid Helium into our Magnet (Supplied returnable container).
2. Specify Helium cost per Kg/liter + GST.

Specify your rates for Helium filling valid for a Three years period so as to establish a rate contract

Specify any discount offered to educational institution.

Our consumption is 200 ltrs per year and as per need.

Section 5

Annexure – I

Covering letter**(Format of the letter to be submitted by the Vendor on his LETTER-HEAD)**

Date:

To

Dy. Registrar (MM)
Khandwa Road,
Simrol Campus,
Indore 453552

Dear Sir,

Sub: Your tender for Supply ofas per specifications
in your Tender.

With reference to your tender, and after having examined and understood the instructions, terms and conditions specified in the tender, we hereby enclose our offer for the supply of the following items as detailed in your tender.

Item description	Make and Model offered	Tender Reference No.
Annual Maintenance Contract including supply of Helium in returnable container for NMR at IIT Indore for period of three years.		

We further confirm that the offer is in conformity with the terms and conditions as mentioned in your above referred letter and enclosures. We also understand that the IIT Indore is not bound to accept the offer either in part or in full and that the IIT Indore has right to reject the offer in full or in part without assigning any reasons whatsoever.

Yours faithfully,

Authorized Signatories

(Name & Designation, seal of the firm)

Date:

Annexure II

(Note: This letter should be on the Letter-Head of the manufacturing concern and should be signed by a competent person of the manufacturer)

CERTIFICATE FROM THE VENDOR STATING THAT THE COMPANY HAS

NOT BEEN BLACKLISTED BY ANY GOVERNMENT ORGANISATION

The Dy. Registrar (MM)
IIT Indore,
Simrol Campus

Dear Sir,

This is to certify that M/s _____ has not been black listed by any Government Organization before submission of the tender document.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Date:

For and on behalf of M/s _____