

## “Supply and Installation of Portable Emission Gas Analyzer Setup”



Indian Institute of Technology Bhilai (IIT Bhilai)  
GEC Campus, Old Dhamtari Road, Sejbahar, Raipur, Chhattisgarh, India – 492015  
[www.iitbhilai.ac.in](http://www.iitbhilai.ac.in)

### NOTICE INVITING TENDER

#### FOR

#### **“Supply and Installation of Portable Emission Gas Analyzer Setup”**

Indian Institute of Technology Bhilai (IIT Bhilai), an autonomous body under the Ministry of Human Resource Development, Govt of India invites e-bid for “Supply and Installation of Portable Emission Gas Analyzer Setup”. Tender Documents may be downloaded from Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)). Bidders are advised to submit duly filled bids as per the following schedule given along with a Tender document fee of Rs. 500/- (non-refundable) through SBI i-collect link.

Invitation for Bids (IFB) No & date	<b>IITBh/Goods/Mech/2019-20/207 Dtd. 30.01.2020</b>
Place of Supply etc.	Indian Institute of Technology Bhilai GEC Campus, Old Dhamtari Road, Sejbahar, Raipur-492015, Chhattisgarh
Pre-bid Meeting date	February 07, 2020, 1100 Hrs Any query (including technical) related to pre-bid meeting, mail should be reached on or before 07/02/2020 10.00 AM
Bid Submission Start date	February 14, 2020, 1100 Hrs
Last Date of Submission of Bids	March 02, 2020, 1500 Hrs
Date of Opening of Technical Bids	March 03, 2020, 1530 Hrs
Tender Fee & EMD	Tender Fee - Rs. 500/- & EMD - Rs. 18,000/- to be payable through SBI i-collect Link <a href="https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=646425">https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=646425</a> Step1. Click Check Box to proceed for payment. Step2. Select S and P Tender Fee and EMD. Step3. Fill all Details and Submit (This online payment receipt may be provided in the on line Technical e-bid)
Place of Opening of Technical Bids	Indian Institute of Technology Bhilai, GEC Campus, Old Dhamtari Road, Sejbahar, Raipur 492015, Chhattisgarh.
Contact information	Deputy Registrar (Administration) Indian Institute of Technology Bhilai, GEC Campus, Old Dhamtari Road, Sejbahar, Raipur 492015, Chhattisgarh, Phone: +91-771-2973622, Email: <a href="mailto:sp@iitbhilai.ac.in">sp@iitbhilai.ac.in</a> For technical enquiries: Email: <a href="mailto:ramanandp@iitbhilai.ac.in">ramanandp@iitbhilai.ac.in</a>

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### **CALL INSTRUCTIONS FOR ONLINE BID SUBMISSION**

Department of Expenditure has issued the directive to publish the tender document on the Central Public Procurement Portal <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. Below mentioned instructions are meant to guide the bidders for registration on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. For more information bidders may visit the CPP Portal <http://eprocure.gov.in/eprocure/app>.

#### **Registration Process**

- 1) Bidders to enrol on the e-Procurement module of the portal <http://eprocure.gov.in/eprocure/app> by clicking on the link “Click here to Enrol”. Enrolment on the CPP Portal is free of charge.
- 2) The bidders to choose a unique username and assign a password for their accounts. 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.
- 3) Bidders to register upon enrolment their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- 4) Only one valid 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 which may lead to misuse. *Foreign bidders are advised to refer “DSC details for Foreign Bidders” for Digital Signature requirements on the portal.*
- 5) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.

#### **Tender Documents Search**

- 1) Various built in options are available in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
- 2) 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.
- 3) 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.
- 4) 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.

#### **Bid Preparation**

- 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.
- 3) 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.

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- 4) 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**.
- 5) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **Bid Submission**

- 1) Bidder to 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 to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder to select the payment option as “Off-line” to pay the tender fee/ EMD wherever applicable and enter details of the instrument.
- 4) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.
- 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, which cannot be viewed by unauthorized persons until the time of bid opening.
- 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 **0120-4200462, 0120-4001002, 0120-4001005**.

#### **General Instructions to The Bidders**

- The tenders will be received online through portal <https://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
- Possession of 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

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available in the web site <https://eprocure.gov.in/eprocure/app> under the link ‘Information about DSC’.

Tenderers are advised to follow the instructions provided in the ‘Instructions to the Tenderers for the e-Submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>.

**LIST OF DOCUMENTS TO BE UPLOADED IN E-PROCUREMENT PORTAL**

- 1) Bidder should take into account notifications, corrigendum published, if any 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. Any deviations from these may lead to rejection of the bid.
- 3) The two-bid system will be followed for this tender. In this system, online offer should be submitted under **TWO-BID System** in two separate e-packets i.e. **“Technical eBid” and “Commercial eBid”**.

**Online Envelope No. 1: "Technical Bid" shall contain (Pdf format only)**

- 1) Scanned copy of Payment Advice (with DU number) for **Tender Fee of Rs. 500/- (Rupees Five hundred only)** and **EMD of Rs. 18,000/- (Rupees Eighteen Thousand only)**

**Payment Instructions:**

Tender fee and EMD should be paid through SBI i-collect Link given below:

<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=646425>

Step1. Click Check Box to proceed for payment.

Step2. Select S and P Tender Fee and EMD.

Step3. Fill all Details and Submit

(This online payment receipt may be provided in the on line Technical e-bid).

- 2) A scanned copy of Authorization letter with proper seal and signature of the authorised person (with name, designation, email id & contact no.), as per the format attached at Annexure – C.
- 3) A scanned copy of Certificate of Incorporation, Partnership Deed/ Memorandum and Articles of Association/ any other equivalent document showing date and place of incorporation, as applicable.
- 4) A scanned copy of the commercial bid without prices (prices blocked) and copy of commercial terms & conditions (in details) as included in the commercial bid. IIT Bhilai reserves the right to reject the bid in case of discrepancy observed in the un-priced commercial bid and the actual commercial bid.
- 5) A scanned copy of audited balance sheet or the certificate from a Chartered Accountant for the financial year 2018-19, 2017-18 and 2016-17 indicating the annual sales turnover of the bidder. Bidder firm should not have suffered any financial loss for more than one year during the last three years, ending on ‘The Relevant Date’.
- 6) The detailed technical specification, make, model, part number & compliance of each item offered supported by the printed catalogue/ leaflet published by the Principal Manufacturer.
- 7) Undertaking to the effect that a Performance Guarantee of 10% of the order value will be submitted in case IIT Bhilai decides to place the Purchase Order.
- 8) Undertaking to the effect that the terms and conditions, clauses etc. stipulated in this tender are acceptable.

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- 9) Other documents necessary in support of eligibility criteria (as per Section-II - Instructions to Bidders-ITB), product catalogues, brochures etc.

*IIT Bhilai reserves the right to reject the bid if any of the above listed document/s is not submitted.*

**Online Envelope 2: “Commercial Bid” shall contain**

- 1) The Commercial Bid should be filled properly in the .xls uploaded in eProcurement portal
- 2) In case bidder requires any clarifications/ information, they may write to [sp@iitbhilai.ac.in](mailto:sp@iitbhilai.ac.in).
- 3) Commercial bids of the technically qualified bidders only will be opened, in the eProcurement portal.
- 4) Commercial bids must be offered in the format attached.
- 5) The applicable exact rates of Taxes will be added as per the format attached.
- 6) In case of any mistake or error in calculations or any discrepancy in price quoted in word and figures, the LOWEST amount will be considered for comparison. If this lowest price is not acceptable to the bidder, their bid will be rejected. In this case, IIT Bhilai reserves the right to forfeit their EMD.
- 7) IIT Bhilai reserves the right to place part orders.

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### **SECTION-I: INSTRUCTIONS TO BIDDERS (ITB)**

#### **1. Locations for the Supply, Installation & Warranty Services**

The entire products as described in Schedule of Requirements at **Section - V** must be supplied, installed & supported at Indian Institute of Technology, Bhilai.

#### **2. All the items covered in the Schedule of Requirements at Section – V must be supplied and installed within 6-8 weeks from the date of placement of purchase order.**

#### **3. Amendment to Bidding Documents**

3.1 At any time prior to the deadline for submission of bids, IIT Bhilai may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.

3.2 The amendments to the tender documents, if any, will be notified by release of Corrigendum Notice on institute website against this tender. The amendments/modifications will be binding on the bidders.

3.3 IIT Bhilai at its discretion may extend the deadline for the submission of bids if it thinks necessary to do so or if the bid document undergoes changes during the bidding period, in order to give prospective bidders time to take into consideration the amendments while preparing their bids.

#### **4. Preparation of Bids**

Bidder should avoid, as far as possible, corrections, overwriting, erasures or postscripts in the bid documents. In case however, any corrections, overwriting, erasures or postscripts have to be made in the bids, they should be supported by dated signatures of the same authorized person signing the bid documents. However, bidder shall not be entitled to amend/ add/ delete/ correct the clauses mentioned in the entire tender document.

#### **5. Forfeiture of EMD**

5.1 In case of the bidder whose offer is accepted, the EMD will be returned on submission of Security Deposit. However, if the return of EMD is delayed for any reason, no interest/ penalty shall be payable to the bidder.

5.2 The successful bidder, on award of contract/ order, must send the contract/ order acceptance in writing, within 15 days of award of contract/ order, failing which the EMD will be forfeited and the order will be cancelled.

5.3 If the bidder withdraws the bid during the period of bid validity specified in the tender.

#### **6. Period of validity of bids**

6.1 Bids shall be valid for minimum 180 days from the date of submission. A bid valid for a shorter period shall stand rejected.

6.2 IIT Bhilai may ask for the bidder’s consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such request without forfeiting the EMD/ BG. A bidder agreeing to the request for extension will not be permitted to modify his bid.

#### **7. Deadline for Submission of Bids – online only**

7.1 The Bid documents shall be neatly arranged. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. *The conditional bid will be summarily rejected.*

7.2 Bids must be received by IIT Bhilai before the due date and time at the address specified in the tender document.

7.3 IIT Bhilai may extend this deadline for submission of bids by amending the bid

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documents and the same shall be suitably notified on its website.

7.4 IIT Bhilai shall not be responsible and liable for **the delay in receiving the bid** for whatsoever reason.

### **8. Bid Opening & Evaluation of Bids**

8.1 The technical bids will be evaluated in two steps.

a. The bids of eligible bidders only will be evaluated based on eligibility criteria mentioned at Section III of the tender document.

b. The technical bids of only the short listed eligible bidders shall be evaluated based on technical specifications stipulated at Section – V

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

8.3 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.

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

### **9. Comparison of Bids**

9.1 Only the short-listed bids from the technical evaluation shall be considered for commercial comparison.

9.2 The bids shall be evaluated on the basis of the total prices including all taxes and duties.

9.3 The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and CIF/CIP basis respectively. However, the CIF/CIP prices quoted by any foreign bidder shall be loaded further with 15% of the CIF/CIP value towards customs duty, IGST and other statutory levies, custom clearance, inland transportation, currency fluctuation etc.

9.4 For the purpose of comparison of prices on equal basis, the prices quoted in foreign currency (if any) by bidders shall be converted to equivalent Indian Rupees. The exchange rate as on the date of opening of commercial bids shall be considered for the purpose of comparison.

### **10. Purchase Order**

10.1 IIT Bhilai shall issue purchase order to the eligible bidder whose technical bid has been accepted and determined as the lowest evaluated commercial bid based on the Grand Total calculated of all items + taxes etc. of the Commercial Bids. However, IIT Bhilai reserves the right and has sole discretion to reject the lowest evaluated bid.

10.2 If more than one bidder happens to quote the same lowest price, IIT Bhilai reserves the right to decide the criteria and further process for awarding the contract, decision of IIT Bhilai shall be final for awarding the contract.

### **11. End User Certificate (if applicable)**

IIT Bhilai can provide end user certificate in advance in order to save on time/ delivery period. However, this does not mean that the order shall be placed on the same bidder. The bidder may submit the format of end user certificate at the earliest, preferably along with the technical bid.

### **12. Purchaser's Right to amend / cancel**

12.1 IIT Bhilai reserves the right to amend the eligibility criteria, commercial terms &

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conditions, Scope of Supply, technical specifications etc.

- 12.2 IIT Bhilai reserves the right to cancel the entire tender without assigning any reasons thereof.
- 12.3 IIT Bhilai reserves right to place part orders.

**13. Corrupt or Fraudulent Practices**

- 13.1 It is expected that the bidders who wish to bid for this project have highest standards of ethics.
- 13.2 IIT Bhilai will reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.
- 13.3 IIT Bhilai may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the award / execution of contract.

**14. Interpretation of the clauses in the Tender Document / Contract Document**

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Tender Document, the interpretation of the clauses by Director, IIT Bhilai shall be final and binding on all parties.

**15. Relocation of the equipment from transit campus to Permanent Campus**

The bidder has to stand guarantee for the relocation of the equipment once the permanent campus of IIT Bhilai gets ready for shifting. This is the bidder's responsibility to dismantle the set up in temporary campus and reinstall it to our Kutelabhata Campus approx. 45 km away. The dismounting, packing, insurance, transport, material handling system support, unpacking, re-installation and commissioning of the system with test running and its conformity must be carried out by the bidder with free of cost. IIT Bhilai is likely to be shifted to its permanent campus within 05 years.

**16. Unloading of the Equipment**

The bidder should arrange to unload all the materials (equipment and other related accessories etc) to the installation site at IIT Bhilai.

**\*\*\*(END OF SECTION I)\*\*\***



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**SECTION-II: ADDITIONAL INSTRUCTIONS TO BIDDERS (AITBs)**

- (a) The Competent Authority reserves the right to reject any or all bids, amend/withdraw any terms and conditions in the Tender document or to cancel the Tender at any stage without assigning any reason.

**\*\*\*(END OF SECTION II)\*\*\***

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### **SECTION-III: ELIGIBILITY AND QUALIFICATION CRITERIA**

1. The bidder must be OEM or representative of the foreign concern in India
  - a) In a tender, either the Indian agent on behalf of the principal/ OEM itself can bid but both cannot bid simultaneously for the same item/ product in the same tender.
  - b) If an agent submits bid on behalf of the principal/OEM, the same agent shall not submit a bid on behalf of another principle/ OEM in the same tender for the same item/ product. There must be an authorization letter for this tender reference issued by principle/ OEM in firm of the agent.
2. The bidder should have been supplied similar equipment to well-known research institutes including IITs/NITs/CFTIs/CSIR labs/National labs of India or well-known organizations for emission measurements. A minimal of 3 installations in India should be available and this will be essential qualification criteria. The complete list along with the contact details of the customers must be provided. Feedback from the users will be sought by the IIT Bhilai, if felt necessary.
3. Annual Turnover of the bidding firm must be Rs. 50,00,000/- or more.
4. A certificate (Affidavit) to be signed by MD / CEO of the company that they haven't been debarred or blacklisted for any services, supplies or products dealing in, by any organizations or educational Institute/ University or state/ central government and no criminal case/legal proceeding or industrial dispute is pending or contemplated against them.
5. Committee also reserves the right to modify the stipulated eligibility criteria at any time during the tenure of procurement.
6. The committee reserves the right to reject the technical bid if the above condition is not satisfied. If in the view of bidder, any exemption/ relaxation is applicable to them from any of the eligibility requirements, under any Rules/ process/ Guidelines/ Directives of Government of India, bidder may submit their claim for the applicable exemption/ relaxation, quoting the valid Rule/ process/ Guidelines/ Directives. In this case the bidder must submit necessary and sufficient documents along with the technical bid, in support of his claim. The applicability of exemptions and /or validity of documents submitted by the bidders will be evaluated by the bid evaluation committee during technical evaluation of bids.

**Note:** *The bidders should provide sufficient documentary evidence to support the eligibility Criteria. IIT Bhilai reserves the right to reject any bid not fulfilling the eligibility criteria.*

**\*\*\*(END OF SECTION III)\*\*\***

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### **SECTION-IV: GENERAL CONDITIONS OF CONTRACT (GCC)**

#### **1. Prices**

- 1.1 Prices inclusive of all taxes and duties.
- 1.2 For imported items, price may be quoted on both FOR IIT Bhilai and CIP/CIF basis.
- 1.3 Tenderer may bid on behalf of their principals abroad. In such case, the bidders must provide the details viz. name & address on whom the Supply Order/ Letter of Credit is to be placed/ established with bank/ account details etc. in their commercial bid. In such case the EMD and Performance Bank Guarantee must be provided by the bidder in INR.
- 1.4 If IIT Bhilai places import order in foreign currency directly on supplier abroad, the customs duty payable, if any after availing exemption under customs notification no. 51/96 (amended 24/2007) will be reimbursed at actual on submission of documentary proofs/ BoE etc. The Customs Duty Exemption certificate (CDE) will be issued in the name of supplier abroad and only if the order is placed in foreign currency.
- 1.5 The statutory taxes and duties applicable at the time of supply of material shall be applicable and will be reimbursed on submission of requisite documents/ proofs as the relevant Government Notification.
- 1.6 In case due to any error/ oversight, the GST/Customs Duty quoted by the bidder is less than the actual rate as per tariff, the bidder will not be permitted to rectify the error/oversight. The orders/ contract will be placed for the total amount including the (lower) rate/s quoted by the bidder, with reduced basic amount to the extent of difference in tax/duty amount, so that the total amount (basic + actual rate as per tariff), remains same (quoted basic + quoted rate). The difference amount payable, if any, between the quoted rate and actual rate as per tariff (without exemption) shall be borne by the bidder. The exemption certificate, if applicable, will be issued for the reduced basic amount only.
- 1.7 IIT Bhilai is eligible for concessional rate of GST i.e. @ 5% under the Notification NO. 45/2017, Central Tax (Rate), State Tax (Rate) and/or 47/2017, Integrated Tax (Rate), dated 14.11.2017 subject to applicability of the cited clause of GST on items based on directives of DSIR and is also eligible for concessional rate of custom duty. Necessary certificate will be issued on demand.

#### **2. Software Licenses**

The software licenses, if any, shall be required in the name of user. The licenses shall contain paper licenses and at least one set of media (CDs) – wherever applicable. All software licenses quoted should be of perpetual.

#### **3. Performance Bank Guarantee (PBG)**

The successful bidder has to submit performance security for an amount of 10% of the order value in the form of BG from any nationalized bank within 14 (Fourteen) days from the date of award of contract and should be valid for 60 days beyond the date of completion of all contractual obligation including warranty obligation. And it will be returned after 60 days beyond warranty period.

#### **4. Completeness Responsibility**

Notwithstanding the scope of work, engineering, supply and services stated in bid document, any equipment or material, engineering or technical services which might not be even specifically mentioned under the scope of supply of the bidder and which are not expressly excluded there from but which – in view of the bidder - are necessary for the performance of the equipment in accordance with the specifications are treated to be

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included in the bid and has to be performed by bidder. The items which are over & above the scope of supply specified in the Schedule of Requirements may be marked as “Optional Items”.

#### **5. Warranty**

All the equipment's and components supplied must have 1 (One) year covering all parts & labour starting from the date after the successful installation, during the warranty period, Bidder will have to undertake comprehensive maintenance of the entire hardware components, equipment, support and accessories supplied by the Bidder at the place of installation of the equipment. The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. The supplier further warrants that all Goods supplied under this contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the supplier. The warranty should be comprehensive on site, repair/replacement basis free of cost. The defects, if any, during the guarantee/warranty period are to be rectified free of charge by arranging free replacement wherever necessary. Goods requiring warranty replacements must be replaced on free of cost basis. Collecting of faulty Hardware from onsite and provisioning the replacement of Hardware under warranty at onsite shall be the responsibility of the supplier. IIT Bhilai reserves the right to invoke the Performance Bank Guarantee submitted by bidder, in case a) Supplied equipment & Software components fail to achieve the performance as stipulated in this document and / or b) The bidder fails to provide the warranty and other services in scheduled time frame, as stipulated in this document, penalty clauses mentioned under point 9 of this tender shall be applicable.

#### **6. Training:**

On-site installation and training by an experienced engineer should be provided for free of Cost. The Supplier should arrange for regular visit to the IIT Bhilai campus by its technical team and assist in maintenance of the item/equipment within warranty period and train the students and staff whenever necessary.

#### **7. Payments**

- 7.1. For foreign currency payments: 90% of the payment will be made through irrevocable Letter of Credit (LC) at site. 10% on successful installation, commissioning and acceptance by IIT Bhilai through **SWIFT**, any loss due to fluctuation in foreign exchange rates will be at beneficiary account. The LC operating charges inside India will be to IIT Bhilai account and those outside India will be to beneficiary account. The LC confirmation charges & LC amendment charges, if requested/ required, will be to beneficiary account.
- 7.2. For INR Payment by NEFT – 90% against delivery and submission of Performance Bank Guarantee and 10% against Installation, commissioning & acceptance by IIT Bhilai within 30 Days.
- 7.3. Payments towards AMC shall be paid at the end of each quarter.

#### **8. Ship to**

The Director,  
Indian Institute of Technology Bhilai,  
GEC Campus, Sejbahar, Raipur – 492 015 Chhattisgarh, INDIA

#### **9. Liquidated Damage**

IIT Bhilai reserves the right to levy penalty @ of 1 % of order value per week of delay in

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supply and /or installation, beyond the schedule as mentioned in this tender document subject to maximum of 10% of the order value. IIT Bhilai reserves the right to cancel the order in case the delay is more than 06 weeks. The delay in delivery and/or installation not attributed to supplier viz. delay in site preparation, delay in submission of required documents etc. and the conditions arising out of Force Majeure will not be considered for the purpose of calculating penalties.

#### **10. Force Majeure**

IIT Bhilai may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of a Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states / state agencies, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder’s premises or any other act beyond control of the bidder.

#### **11. Arbitration**

All disputes/clams of any kind arising out of supply, commissioning, acceptance, warranty maintenance etc. under this Contract, shall be referred by either party (IIT Bhilai or the bidder) after issuance of 30 days’ notice in writing to the other party clearly mentioning the nature of dispute to the Sole Arbitrator appointed by IIT Bhilai. The venue for arbitration shall be specified in the purchase order/agreement. The arbitration proceedings shall be conducting in English and as per the provisions of Indian Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.

#### **12. Jurisdiction**

The disputes, legal matters, court matters, if any shall be subject to Raipur jurisdiction only.

#### **13. Risk and Ownership**

Upon 90% of payment, IIT Bhilai shall become owners of goods ordered but all risks, responsibilities; liabilities thereof in all goods shall remain with selected bidder till delivery of all goods to all end users. Part deliveries shall not be treated as deliveries. Only full deliveries of all items ordered will be considered as delivery.

#### **14. Indemnity**

Selected bidder shall save, indemnify and hold harmless IIT Bhilai from any third-party Govt. Claims, losses penalties, if any, arising in connection with this Contract.

#### **15. Assignment**

Selected bidder/ Party shall not assign, delegate or otherwise deal with any of its rights or obligation under this Contract without prior written permission of IIT Bhilai.

#### **16. Severability**

If any provision of this Contract is determined to be invalid or unenforceable, it will be deemed to be modified to the minimum extent necessary to be valid and enforceable. If it cannot be so modified, it will be deleted and the deletion will not affect the validity or enforceability of any other provision.

**\*\*\*(END OF SECTION IV)\*\*\***

**“Supply and Installation of Portable Emission Gas Analyzer Setup”  
SECTION – V: SCHEDULE OF REQUIREMENTS**

S. No.	Description	Quantity
1.	<b>Portable Emission Gas Analyser Setup</b>	01
2.	<b>AMC for Three Years (Optional)</b>	

**Technical specifications of Portable Emission Gas Analyzer**

The proposed equipment should be capable to measure the exhaust emission components such as CO, CO<sub>2</sub>, HC, O<sub>2</sub>, NO, NO<sub>2</sub>, SO<sub>2</sub> and VOC. It should also provide other calculated values like excess air ratio value ( $\lambda$ ) etc. All the measurement modules must be coupled together in the single rack/device. Equipment should be mobile for the measurement purpose for the sampling like on-road engine exhaust measurement, combustion furnaces exhaust, coal power plant stack exhaust gas measurement, laboratory based various exhaust measurements etc.

**Technical Specifications for Portable Emission Gas Analyzer**

Parameter	Range	Resolution
O <sub>2</sub>	0-25% or higher	0.10% or better
CO	0-8000 ppm or higher	1 ppm or better
CO <sub>2</sub>	0-20% or higher	0.10% or better
NO	0-4000 ppm or higher	1 ppm or better
NO <sub>2</sub>	0-900 ppm or higher	1 ppm or better
SO <sub>2</sub>	0-4000 ppm or higher	1 ppm or better
HC	0-3% or higher	0.01% or better
VOC	0-180 ppm or higher	1 ppm or better
Excess Air	1-100 (Calculated)	0.01 or better

- Equipment must include a Gas Sampling Probe (250 mm or longer). Probe should be able to sustain 800°C or more exhaust temperature. It must include a 3m Hose line for carrying exhaust from probe to measurement equipment.
- It must include temperature sensors for Flue/Exhaust Gas & Air Temperature Measurement.
- Equipment must be able to operate with long life rechargeable batteries along with normal 220V electrical supply. Rechargeable batteries must be supplied with equipment. This provision for the on-site measurement where electrical power supply may not be available.

**“Supply and Installation of Portable Emission Gas Analyzer Setup”**

- It must be able to communicate with Laptop in order to save the continuous measurement data in real-time through an interface software. Software Package should be provided with Real-Time Graphing, Logging, and Recording.
- Equipment must include Calibration Report & Instruction Manual.
- Laptop should have minimum configuration of 8 GB RAM, 512 SSD, Intel i5/i7 Processor (or equivalent) and a Laser Printer.
- Equipment must contain moisture separator in the probe or hose line in order to avoid the escape of moisture content in the analyzer.
- Equipment must contain all kinds of consumables for at least 3 years from the date of installation at IIT Bhilai.
- **Warranty and AMC:**
  - (a) Warranty for 1 year from the date of installation and commissioning
  - (b) Offer for 3 years AMC after the warranty period clearly indicating the scope of the AMC must be quoted separately.
- **Packaging:** As per standard terms (Suitable for sea freight).
- **Inspection, installation, commissioning and training:**
  - (a) All the essential requirements ensuring ready to use set up at IIT Bhilai, transit campus.
  - (b) Installation should be done by a well-trained engineer of the company.
  - (c) Operation, service and maintenance training should be provided to at least five persons for a minimum of one days.
  - (d) Commissioning as per the test charts.
  - (e) Consumables required during training must be provided by the supplier.
  - (f) One set of maintenance and operating manuals in English (with a hard copy).

For any technical queries, you may contact at [ramanandp@iitbhilai.ac.in](mailto:ramanandp@iitbhilai.ac.in)

Authorized Signatory:  
(Signature of the Bidder, with Official Seal)

\*\*\* (END OF SECTION V) \*\*\*

**“Supply and Installation of Portable Emission Gas Analyzer Setup”**

**SECTION – VI PRICE BID**

PRICE BID -Schedule of price bid in the form of BOQ format:

1. Financial Proposal/Commercial bid format is provided as BoQ along with this tender document at <https://eprocure.gov.in/eprocure/app>
2. Bidders are advised to download this BoQ.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid.
3. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD shall be forfeited.
4. Bidder shall quote the actual GST rate applicable for the items/Setup.
5. Any element of cost, taxes, duties levies etc. not specifically indicated in the BOQ, shall not be paid by the purchaser. If GST amount is not quoted in the BOQ (Financial Bid), the total cost will be treated as inclusive of GST. No further communication will be entertained later or else the EMD will be forfeited.
6. The tender shall remain valid for acceptance for 180 days, from the date of tender opening.

**OTHER CONDITIONS FOR PRICE BIDS**

1. No unilateral revision in price will be admissible.
2. INCOTERMS (in case of imported item) should be clearly mentioned on the bid
3. Rates should be quoted in the accounting units (A/U) mentioned in this tender. Rates must be quoted clearly on free delivery basis at IIT Bhilai and total value is also indicated in words.
4. Any optional indicated in techno-commercial bids must be priced separately.
5. In case spares/accessories are applicable, their list and price should be clearly indicated separately.
6. The price must be stated for each item separately. The percentage of reduction, in the unit price should also be quoted, should an order to that extent be placed with you.
7. The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and CIF/CIP basis respectively. However, the CIF/CIP prices quoted by any foreign bidder shall be loaded further with 15% of the CIF/CIP value towards customs duty, IGST and other statutory levis, custom clearance, inland transportation, currency fluctuation etc.
- 8. The bids shall be evaluated on the basis of price quoted for Sl. No. 1 i.e. Portable Emission Gas Analyser Setup Plus Sl. No.2 in the Commercial bid. Price quoted for the items from Sl. No. 3,4,5 and 6 will not be considered for deciding the L1 Price.**
9. Any information related to essential accessories or optional accessories, should be mentioned in remarks column.

Signature of the Tenderer

Seal:

\*\*\*(END OF SECTION VI)\*\*\*



**“Supply and Installation of Portable Emission Gas Analyzer Setup”**

**SECTION –VII ANNEXURES (STANDARD FORMATS)**

**ANNEXURE A**

**TENDER ACCEPTANCE LETTER**

**(To be submitted on Company Letter Head)**

Date: \_\_\_\_\_

To,

**The Director  
Indian Institute of Technology Bhilai,  
GEC Campus Sejbahar,  
Raipur 492015 Chhattisgarh**

**SUB:** Acceptance of Terms & Conditions of Tender.

**Tender Reference No./ Date:**

**Name of Tender / Work:**

**Dear Sir,**

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: [www.iitbhilai.ac.in](http://www.iitbhilai.ac.in), <http://eprocure.gov.in/eprocure/app> as per your NIT / advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / We have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedules(s), etc.), which form part of the contract agreement and I / We shall abide hereby by the terms / conditions/ clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted / debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the fully said earnest money deposit absolutely.

Yours Faithfully,

Authorized Signatory:  
(Signature of the Bidder, with Official Seal)

**“Supply and Installation of Portable Emission Gas Analyzer Setup”**

**ANNEXURE B**

**AUTHORITY LETTER**

**AUTHORIZATION**

We \_\_\_\_\_(name of the bidder) hereby authorise Shri / Smt. \_\_\_\_\_ (name of the authorised person) to sign and submit the bid to IIT Bhilai against their Tender No. \_\_\_\_\_ dated \_\_\_\_\_. Shri / Smt. \_\_\_\_\_ (name) is also authorised to negotiate the terms and conditions pertaining to the said tender on behalf of M/s \_\_\_\_\_ (name of bidder). The specimen signature of Shri / Smt. \_\_\_\_\_ (name) is appended below.

Specimen Signature:

Name:

The undersigned is authorised to delegate the authority on behalf of M/s \_\_\_\_\_ (name of bidder), as stipulated above

For \_\_\_\_\_  
(name of bidder)

Signature & Company Seal:

Name:

Designation:

Email:

Mobile No.:

**“Supply and Installation of Portable Emission Gas Analyzer Setup”**

**ANNEXURE C**

**SUMMARY INFORMATION SHEET**

<b>Sr. No.</b>	<b>Information heading</b>	<b>Details</b>
1	Name of the Vendor	
2	Name of the person(s) to whom, all references shall be made, regarding this TENDER/PROJECT (Authorized Signatory)	
3	Address of the Contact Person	
4	Designation of the Contact Person	
5	Telephone number(s) of the Contact Person.	
6	Mobile number of the Contact Person	
7	Fax number of the Contact Person	
8	Email ID(s) of the Contact Person	
9	Annual Turnover (in Lakhs): Last three Years (In INR)	1) 2) 3)
10	Years of Operation (in Years):	
11	PAN Number	
12	GSTN	
13	Bank Name and Account No.	
14	IFS Code	

Authorized Signatory:  
(Signature of the Bidder, with Official Seal)

**“Supply and Installation of Portable Emission Gas Analyzer Setup”**

**ANNEXURE D**

**PROFORMA OF BANK GUARANTEE**

(on non-judicial paper of appropriate value)

To,

**The Director  
Indian Institute of Technology Bhilai,  
GEC Campus, Old Dhamtari Road  
Sejbahar, Raipur 492015 Chhattisgarh**

BANKS GUARANTEE NO:

DATE:

Dear Sir(S)

This has reference to the Purchase Order No.\_\_\_\_\_Dated\_\_\_\_\_been placed by Indian Institute of Technology Bhilai (IIT Bhilai), Raipur on M/s\_\_\_\_\_ (Name & Address of Bidder) for supply, installation, commissioning and warranty of\_\_\_\_\_ (description of items) at client’s site.

The conditions of this order provide that the Bidder shall,

1. Arrange to deliver the items listed in the said order to the consignee, as per details given in said order, and
2. Arrange to install and commission the items listed in said order at client’s site, to the entire satisfaction of IIT Bhilai and
3. Arrange for the comprehensive warranty service support towards the items supplied by Bidder on site as per the warranty clause in said purchase order.

M/s (Name of bidder) has accepted the said purchase order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the Supply Order No. \_\_\_\_\_M/s.\_\_(name of vendor) holds an account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

IIT Bhilai shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the suppliers obligations and / or liabilities under or in connection with the said contract or to vary the terms vis-a – vis the supplier or the said contract or to grant time and or indulgence to the supplier or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the supplier under the said contract and/or the remedies of IIT Bhilai under any security now, or hereafter held by IIT Bhilai and no such dealing(s) with the supplier or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of IIT Bhilai hereunder or of prejudicing right of IIT Bhilai against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid

**“Supply and Installation of Portable Emission Gas Analyzer Setup”**

and irrevocable for all claims of IIT Bhilai and liabilities of the supplier arising up to and until \_\_\_\_\_(date).

This undertaking guarantee shall be in addition to any other undertaking or guarantee or security whatsoever the that IIT BHILAI may now or at any time have in relation to its claims or the supplier’s obligations/ liabilities under and / or in connection with the said contract and IIT Bhilai shall have the full authority to take recourse to or enforce this undertaking guarantee in preference to the other undertaking or security(ies) at its sole discretion and no failure on the part of IIT Bhilai in enforcing or requiring enforcement of any other undertaking or security shall have the effect of releasing the bank from its full liability hereunder.

We\_\_\_\_(Name of Bank) hereby agree and irrevocably undertake and promise that if in your (IIT Bhilai’s) opinion any default is made by M/s\_(Name of bidder) in performing any of the terms and /or conditions of the agreement or if in your opinion they commit any breach of the contract or there is any demand by you against M/s\_\_\_\_(Name of bidder), then on notice to us by you, we shall on demand and without demur and without reference to M/s\_\_\_\_\_(Name of bidder), pay you, in any manner in which you may direct, the amount of Rs.\_\_\_\_\_/-

(Rupees \_\_\_\_\_ Only ) or such portion thereof as may be demanded by you not exceeding the said sum and as you may from time to time require. Our liability to pay is not dependent or conditional on your proceeding against M/s\_(Name of bidder) and we shall be liable & obligated to pay the aforesaid amount as and when demanded by you merely on an intimation being given by you and even before any legal proceedings, if any, are taken against M/s\_\_\_\_\_(Name of bidder)

The Bank hereby waives all rights at any time inconsistent with the terms of this undertaking guarantee and the obligations of the bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the supplier (whether or not pending before any arbitrator, Tribunal or Court) or any denial of liability by the supplier or any order or any order or communication whatsoever by the supplier stopping or preventing or purporting to stop or prevent payment by the Bank to IIT Bhilai hereunder.

The amount stated in any notice of demand addressed by IIT Bhilai to the Bank as claimed by IIT Bhilai from the supplier or as suffered or incurred by IIT Bhilai on the account of any losses or damages or costs, charges and/or expenses shall as between the Bank and IIT Bhilai be conclusive of the amount so claimed or liable to be paid to IIT Bhilai or suffered or incurred by IIT Bhilai, as the case may be and payable by the Bank to IIT Bhilai in terms hereof.

You (IIT Bhilai’s) shall full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said M/s\_(Name of bidder) and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s\_\_(name of bidder) which under law relating to the sureties would but for the provisions have the effect of releasing us.

You will have full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said M/s\_(Name of bidder) and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s\_\_(Name of bidder) which under law relating to the sureties would but for the provisions have the effect of releasing us.

**“Supply and Installation of Portable Emission Gas Analyzer Setup”**

Your right to recover the said sum of Rs. \_\_\_\_/- (Rupees\_\_only) from us in manner aforesaid will not be affected/ or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s\_\_\_\_\_(Name of bidder) and/ or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said M/s\_\_\_\_\_(Name of bidder) but shall in all respects and for all purposes be binding and operative until payment of all dues to IIT Bhilai in respect of such liability or liabilities.

Our liability under this guarantee is restricted to Rs.\_\_\_\_\_/-(Rupees\_\_\_\_\_Only). Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within six months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated.

Notwithstanding anything contained herein:

- a) Our liability under this guarantee shall not exceed Rs\_\_\_\_\_(in words)
- b) This bank guarantee shall be valid up to\_\_\_\_& unless a suit for action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after six months from the date of expiry of this Bank guarantee
- c) We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand or before \_\_\_\_\_
- d) The Bank guarantee will expire on (Min 14 months from the date of successful installations of the items in the order) \_\_\_\_\_Granted by the Bank

Email ID of the Bank for e-verification of PBG: \_\_\_\_\_

Signature of the authorized officer of the bank  
Name of the officer\_\_\_\_\_

Designation of the officer\_\_\_\_\_

Seal, name, email and address of the Bank and address of the Branch.

**ANNEXURE E**

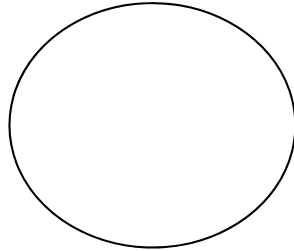
**PREVIOUS WORK ORDER DETAILS**

(To be submitted on Company Letter Head)

<b>Evaluation Criteria</b>	<b>Name of the Client</b>	<b>Order No. &amp; Date</b>	<b>Amount</b>	<b>Remark</b>
<b>List of Purchase Order / Work Order where the similar type of Work executed by you in any IITs/ CFTIs</b>	1.			<b>Supporting document are to be attached along with the Annexure-E</b>
	2.			
	3.			

Date:

Place:



Authorized Signatory

Seal

Name:

Designation:

Contact No:

“Supply and Installation of Portable Emission Gas Analyzer Setup”

**ANNEXURE F**

**TURNOVER DETAILS**

(To be submitted on Company Letter Head)

Evaluation Criteria			Remark
Bidder's Annual Turnover for last three financial years	Financial Year	Turnover in Rs.	
	2018-19		Supporting Documents are to be attached.
	2017-18		
	2016-17		

Authorized Signatory:  
(Signature of the Bidder, with Official Seal)



“Supply and Installation of Portable Emission Gas Analyzer Setup”

**ANNEXURE G**

**CHECK LIST - UNDERTAKING**

<b>S.NO</b>	<b>Document Description</b>	<b>Enclosed (Yes/No)</b>	<b>Page No.</b>	<b>Remarks</b>
1	Scanned copy of Tender fee payment advise of Rs. 500/- showing DU number clearly or MSME Exemption certificate.			
2	Scanned copy of EMD payment advice of Rs. 18,000/- or MSME Exemption certificate			
3	Scanned copy of OEM/ Authorized dealer certificate			
4	Details of 3 Similar or Equivalent setups installed			
5	Detailed Price bid			
6	Annual turnover details for last three years			
7	Scanned signed copies of Annexures from A to G, whichever is applicable			
8	Scanned copy of Technical Compliance			

I / We do hereby declare that all the above mentioned documents are enclosed as per the tender document.

Authorized Signatory:  
(Signature of the Bidder, with Official Seal)