

 INDIAN INSTITUTE OF TECHNOLOGY PALAKKAD	<b>Indian Institute of Technology Palakkad</b> भारतीयप्रौद्योगिकीसंस्थानपालक्काड 678 557 <b>STORES &amp; PURCHASE SECTION</b> Email: <a href="mailto:purchase@iitpkd.ac.in">purchase@iitpkd.ac.in</a> Telephone: 04923-226586/87 GSTIN: 32AAAAI9910J1ZR
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**Tender No. IITPKD/MECH/PK/058/2020-21**

**Date of Publication: 08-01-2021**

**Date/Time of Closing: 28-01-2021, 1500 hrs**

Indian Institute of Technology Palakkad Invites Tender under Two-bid system for the:

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF EDDY CURRENT DYNAMOMETER**

Conforming to the specifications as in **Annexure-I**.

Tender Documents may be downloaded from the e-Wizard Portal <https://mhrd.euniwizarde.com/>. Aspiring Bidders who have not enrolled / registered in e-Wizard should enroll / register before participating through the website <https://mhrd.euniwizarde.com/>. Bidders are advised to go through instructions provided at **“Procedure for Submission of E-tender”**. [Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Wizard Portal”].

Bidders can access tender documents on the website. For searching in the site, kindly go to Live Tenders option, Click “Advance Search” and select Department as ‘IIT Palakkad’. Thereafter, Click on “Search” button to view all IIT Palakkad tenders. Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <https://mhrd.euniwizarde.com/> as per the timeline below.

**No manual bids will be accepted. All tender documents including Pre-qualification, Techno-Commercial, Technical and Financial bids should be submitted in the e-Wizard portal.**

S. No.	Events	Date and Time
1	<b>Publication of the Tender Document</b>	<b>08-01-2021</b>
1	<b>Last Date/Time for submission of ONLINE Bids</b>	<b>28-01-2021, 1500 hours</b>
3	<b>Opening of Technical Bids</b>	<b>28-01-2021, 1515 hours</b>

## TERMS AND CONDITIONS

<b>1</b>	<b>GENERAL</b>	<p>(a) The responsibility of submission of the bids on or before the last date shall rest with the tenderer. The institute will hold no responsibility for the non-receipt of the bids or the bids received after the date/time specified. Any bid received by IITPKD after the bid submission deadline prescribed by IITPKD, shall be rejected and returned unopened to the Bidder.</p> <p>(b) Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid is an offence under the Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.</p> <p>(c) Each bidder shall submit only one bid, either by himself or as a partner in a joint venture or as a member of the consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids (of both the individual and the partnership/consortium/joint venture) are liable to be rejected.</p> <p>(d) The bidder shall bear all costs associated with the preparation and submission of his bid and IITPKD shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.</p> <p>(e) <b>IITPKD will respond to any request for clarification or modification of the Tender Document that are received up to TWO DAYS prior to the deadline for submission of bids prescribed by IITPKD. For this purpose, the prospective bidder(s) requiring clarification in the Tender Document shall notify IITPKD through the ONLINE Portal ONLY. Any such clarification, together with all the details on which the clarification had been sought, will be published in the ONLINE Portal ONLY. Deviations, if any, observed by the Institute in the submitted bids, from the Terms and Conditions of the Tender Document will not be accepted by the Institute.</b></p> <p>(f) Except for any such clarification by the Institute, which is expressly stated to be an addendum to the tender document issued by the Registrar, IIT Palakkad, no written or oral communication, presentation or explanation by any other employee of any of the Sections/Departments of the Institute, shall be taken to bind or fetter the Institute.</p>
<b>2</b>	<b>AMENDMENTS IN THE TENDER DOCUMENT</b>	<p>(a) At any time prior to the deadline for submission of bids, IITPKD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by way of amendment(s).</p> <p>(b) Amendments will be intimated through the e-Wizard Portal and the bidders shall ensure that the amendments are carried out in the bid before submission. The amendments will not be published in newspapers. Bidders should regularly visit e-Wizard Portal to keep themselves updated.</p> <p>(c) No extension in the bid due date/ time shall be considered on account of delay in receipt of any document by mail. Further, it will be assumed that the Bidder has taken into account, such amendments, while submitting the bid.</p>

3	<b>COMPOSITION OF THE TENDER DOCUMENT</b>	<p>(a) The Tender Document comprises of:</p> <p>Instruction to the bidders including terms and conditions</p> <ol style="list-style-type: none"> <li>1) Technical Specifications (Annexure-I)</li> <li>2) Pre-qualification Criteria (Annexure-II)</li> <li>3) Techno-Commercial Parameters (Annexure-III)</li> <li>4) Bid Security Declaration Form (Annexure-IV)</li> <li>5) Commercial Bid (Annexure-V)</li> <li>6) Compliance Statement (Annexure-VI)</li> <li>7) Format of Performance Security (Annexure-VII)</li> <li>8) Declaration (Annexure-VIII)</li> <li>9) Fall Clause Notice Certificate (Annexure-IX)</li> <li>10) Format for Self-Declaration under Preference to Make in India (Annexure-X)</li> <li>11) Procedure for Submission of E-Tender (Annexure-XI)</li> </ol> <p>(b) The bidder is expected to examine all instructions, forms, terms and conditions in the Tender Document. In the event of discovery of any missing pages, the bidder shall inform the same to the Section/ Department concerned. Failure to furnish the information required by the Tender Document or submission of a tender not substantially responsive to the Tender Document in every respect will be at the bidder's risk and may result in rejection of the bid.</p> <p>(c) The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Document.</p>
4	<b>LANGUAGE/FORMAT/SIGNING OF THE BID</b>	<p>(a) The bid prepared by the Bidder and all correspondence and documents related to the tender exchanged by the Bidder and IITPKD shall be in English and the Contract shall be construed and interpreted in accordance with that language. If any of the brochures, leaflets or communication is prepared in any language other than English, a translation of such document, correspondence or communication shall also be provided at the cost and risk of the bidder. The translation so provided shall prevail in matters of interpretation. The bidder, with respect to such documents, correspondence and communications, shall bear the costs and risks of such translation.</p> <p>(b) The documents comprising the bid shall be typed or written in indelible ink and all the pages shall be signed by the bidder or a person or persons authorized by the bidder. All the pages of the bid shall be numbered and except for unamendable printed, shall be signed by the person or persons authorized.</p> <p>(c) The bid shall not contain any internalization, erasures, overwriting, except to correct errors made by the bidder, in which case the person or persons signing the bid shall initial such corrections with date.</p>
5	<b>DOCUMENTS COMPRISING THE BID</b>	<p>(a) The Technical and Commercial Bids shall be submitted <b>ONLINE</b> through the portal mentioned as Cover One and Cover Two.</p> <p>(b) Bids submitted in any mode other than ONLINE will be rejected outright.</p> <p>(c) Documents establishing the conformity of the terms and conditions of the Tender Document shall be provided along with the bid. The offer/bids should be sent only for a system or that is available in the market and supplied to a number of customers. A list of customers in India and abroad with details must accompany the quotations.</p>

		<p>Quotations for a prototype machine will not be accepted.</p> <p>(d) Original catalogue (not any photocopy) of the quoted model duly signed by the principals must accompany the quotation in the Technical bid. No prices should ever be included in the Technical bid.</p> <p>(e) Compliance or Confirmation report with reference to the specifications and other terms and conditions should also be obtained from the principal.</p> <p>(f) Information related to the agency/bidder such as photocopies of the Registration/PAN/GST/TIN shall be furnished.</p> <p>(g) The technical bid should consist of all technical details along with commercial terms and conditions. <b>No prices should be included in the technical bid. Mentioning of Prices in the Technical Bid shall lead to DISQUALIFICATION.</b></p> <p>(h) Bidders who are bidding for this tender shall,</p> <ol style="list-style-type: none"> <li>1) Should have implemented at least <b>THREE</b> orders of <b>EDDY CURRENT DYNAMOMETER</b> during previous THREE financial years (2017-18, 2018-19, 2019-20) to any of the reputed firms/Institutions in India. Copies of the most recent purchase orders and certificates of successful implementation must be included. Copies of financial statements or evidence of turnover must be furnished</li> <li>2) Have an Average Annual Turnover of <b>Rs. 25,00,000/- (RUPEES TWENTY FIVE LAKH ONLY)</b> during each of the last <b>THREE</b> financial years (2017-18, 2018-19, 2019-20). The bidder shall enclose the audited statements of the indicated financial years, which should have been certified by a Chartered Accountant or a Competent Authority.</li> </ol> <p>(i) Digitally signed Tender Document should be submitted in Cover One.</p>
6	<b>EARNEST MONEY DEPOSIT (EMD)</b>	<p>(a) The bidder shall furnish, as part of the technical bid, <b>Bid Security Declaration Form</b> as per the <b>Annexure-IV</b>.</p> <p><b>(a) Bids not accompanied by Bid Security Declaration Form shall be DISQUALIFIED.</b></p>
7	<b>PERFORMANCE SECURITY</b>	<p>(a) The performance security shall be submitted within <b>FIFTEEN DAYS</b> of receipt of the material by the IITPKD. The successful bidder shall furnish the Performance Security equal to <b>3%</b> of the order / contract value (excluding the value of annual maintenance charges). The Performance Security shall be valid all along the warranty period and shall extend upto sixty (60) days after the date of completion of warranty period. It shall be ensured by the successful bidder that the validity of the Performance Security submitted is extended depending on the date of commencement of the Warranty.</p> <p>(b) The performance security shall be a bank guarantee (in the format as provided in Annexure-VII of the bidding documents) issued by the Indian Scheduled bank acceptable to the IITPKD or a Demand Draft favoring, INDIAN INSTITUTE OF TECHNOLOGY PALAKKAD payable at PALAKKAD.</p> <p>(c) The performance security shall automatically become null and void once all the obligations of the Supplier under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The performance security shall be</p>

		<p>returned to the Supplier not later than fifteen (15) days after its expiration.</p> <p>(d) Failure of the successful Bidder to comply with the requirements shall constitute enough grounds for the annulment of the award and forfeiture of the EMD, in which event the IITPKD may make the award to the next lowest evaluated bid submitted by a qualified Bidder or call for new bids.</p>
8	<b>BID PRICES AND CURRENCY</b>	<p>(a) Prices must be quoted separately for each equipment/items identified.</p> <p>(b) Price quoted for equipment/items must include all costs associated with packing, transportation, insurance, delivery of equipment/items, taxes (separately), loading and unloading on DOOR DELIVERY basis to the institute including its installation, commissioning, integration and validation.</p> <p>(c) Prices quoted by the bidder shall be fixed during the validity of the bid.</p> <p><b>(d) Prices of the equipment/items shall be quoted in Indian Rupees (INR) only.</b></p>
9	<b>CONFORMITY OF THE TENDER DOCUMENT</b>	<p>(a) The Bidder shall furnish, as part of its bid, documents establishing the conformity of the equipment/items that the Bidder proposes to supply under the Contract to the requirements of IITPKD, as given in the Tender Document.</p> <p>(b) The documentary evidence of conformity of the equipment/items to the Tender Document may be in the form of written descriptions supported by literature/diagrams/certifications, including:</p> <ol style="list-style-type: none"> <li>i. A detailed description of the essential technical, functional and performance characteristics of the equipment/items that the Bidder is proposing to supply;</li> <li>ii. Technical details of the major subsystems/components of the equipment/items;</li> </ol>
10	<b>PERIOD OF VALIDITY OF BIDS</b>	<p>(a) Bids shall remain valid for a period of <b>180 DAYS</b> after the date of the deadline for submission of bids prescribed by IITPKD.</p> <p>(b) If the deadline is extended due to unforeseen circumstances, the bid validity shall be deemed to have extended accordingly.</p>
11	<b>MODIFICATION AND WITHDRAWAL OF BIDS</b>  <b>PURCHASER'S RIGHT TO ACCEPT/REJECT BIDS</b>	<p>(a) The Bidder may modify or withdraw the bid after submission only through ONLINE mode, within the period of deadline for submission of bids.</p> <p>(b) No bids can be modified subsequent to the deadline for submission of Bids.</p> <p>(c) No bids can be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's EMD.</p> <p>(d) IITPKD reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.</p> <p>(e) IITPKD reserves the right to negotiate with the Bidder whose bid has been evaluated as the lowest quote.</p>
12	<b>OPENING, EXAMINATION, CLARIFICATION AND EVALAUTION OF BIDS</b>	<p>(a) The Technical bids will be opened on the prescribed date and time as mentioned in the Bid document in ONLINE mode.</p> <p>(b) IITPKD will evaluate the technical bids. Those bids, whose technical bids fulfill the technical requirements and responsive to the tender</p>

		<p>requirements will be considered. Those bids which found to be either non-responsive, not satisfying the technical requirements or both will not be considered and will be rejected.</p> <p>(c) The Price bids of the successful bidders on the basis of evaluation as mentioned in will be considered for the next stage for opening.</p> <p>(d) IITPKD will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required security has been furnished, whether the documents have been properly signed and whether the bids are generally in order.</p> <p>(e) Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If a Bidder does not accept the correction of errors, the bid will be rejected and its EMD may be forfeited.</p> <p>(f) IITPKD may waive any minor non-conformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p>(g) Prior to the detailed evaluation, IITPKD will determine whether each bid is complete and is substantially responsive to the Tender Document. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Tender Document without material deviations, exceptions, objections, conditionality or reservations. A material deviation, exception, objection, conditionality, or reservation is:</p> <ol style="list-style-type: none"> <li>i. One that limits in any substantial way the scope, quality, or performance of the equipment/items; OR</li> <li>ii. One that limits, in any substantial way that is inconsistent with the Tender Document, IITPKD's rights or the successful Bidder's obligations under the Contract: and</li> <li>iii. One that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.</li> </ol> <p>(h) If a bid is not substantially responsive, it shall be rejected by IITPKD and may not subsequently be made responsive by the Bidder by correction of the non-conformity. IITPKD's determination of bid responsiveness will be based on the contents of the bid itself and any written clarifications submitted by the Bidder.</p> <p>(i) During the bid evaluation, the IITPKD may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be through ONLINE mode ONLY and no change in the price or substance of the bid shall be sought, offered or permitted.</p> <p>(j) IITPKD will evaluate the bids that have been determined to be substantially responsive.</p> <p>(k) From the time of bid opening to the time of Contract award, if any Bidder wishes to contact IITPKD on any matter related to the bid, it shall do so through ONLINE mode ONLY.</p> <p>(l) If a Bidder tries to directly influence IITPKD or otherwise interfere in the bid evaluation process and the Contract award decision, his bid shall</p>
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		<p>be rejected.</p> <p>(m) <b>Preference to Make in India:</b> In procurement goods or works which are covered under by para 3(b) of the extant Public Procurement (Preference to Make in India) Order 2017 dated 04 June 2020 and which are divisible in nature, the “Class-I Local Supplier” shall get purchase preference over “Class-II Local Supplier” as well as “Non-Local Supplier” as per following procedure:</p> <p>1.1 Among all qualified bids, the lowest bid will be termed as L1. If L1 is “Class-I Local Supplier”, the contract for full quantity will be awarded to L1.</p> <p>2.1 If L1 bid is not a “Class-I Local Supplier”, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the “Class-I Local Supplier” will be invited to match L1 price for the remaining 50% quantity subject to the Class-I Local Supplier’s quoted price falling within the margin of L1 + 20%, and contract for that quantity shall be awarded to such “Class-I Local Supplier” subject to matching the L1 price. In case such lowest eligible “Class-I Local Supplier” fails to match L1 price or accepts less than the offered quantity, the next higher “Class-I Local Supplier” within the margin of L1 + 20% shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such quantity may be ordered on the L1 bidder.</p> <p>In procurement goods or works which are covered under by para 3(b) of the extant Public Procurement (Preference to Make in India) Order 2017 dated 04 June 2020 and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the “Class-I Local Supplier” shall get purchase preference over “Class-II Local Supplier” as well as “Non-Local Supplier” as per following procedure:</p> <p>1.1 Among all qualified bids, the lowest bid will be termed as L1. If L1 is “Class-I Local Supplier”, the contract will be awarded to L1.</p> <p>2.1 If L1 is not a “Class-I Local Supplier”, the lowest bidder among the Class-I Local Supplier, will be invited to match the L1 price subject to Class-I Local Supplier’s quoted price falling within the margin of L1 + 20%, the contract shall be awarded to such Class-I Supplier subject to matching the L1 price.</p> <p>3.1 In case such lowest eligible Class-I Local Supplier fails to match the L1 price, the “Class-I Local Supplier” with the next higher bid within the margin of L1 + 20% shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the of Class-I Local Supplier within the margin of L1 + 20%, the contract may be awarded to the L1 bidder.</p> <p>(n) Class-II Local Supplier will not get purchase preference.</p>
13	<b>SUPPLIER’S RESPONSIBILITIES</b>	<p>(a) The Supplier’s obligations involve:</p> <ol style="list-style-type: none"> <li>i. Supply of equipment/items given in Tender Document.</li> <li>ii. Making operational, the equipment/items (installation, commissioning, testing and validation of the equipment/items).</li> <li>iii. Development of test methods and applications.</li> <li>iv. Supply of Material (instruction/operation/maintenance manuals including drawings and application notes) and any other</li> </ol>

		<p>documents specified in the Contract.</p> <p>(b) The Supplier shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items, services and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for installation, commissioning, integration and validation of equipment/items as if such work and/or items and materials were expressly mentioned in the Contract.</p> <p>(c) The Supplier shall comply with all laws in force in India. The laws will include all national, provincial, municipal or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless, the Purchaser from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature, arising or resulting from the violation of such laws by the Supplier.</p>
14	<b>TIME FOR SUPPLY, INSTALLATION, COMMISSIONING AND VALIDATION OF THE EQUIPMENTS/ITEMS</b>	<p>(a) The Supplier shall supply the equipment/items within the period specified in the tender document i.e. within FOUR weeks of signing the purchase order or within the period mutually agreed between IITPKD and supplier. All the equipment and accessories should be delivered at <b>“IIT Palakkad (Nila Campus), Kanjikode-Malampuzha Road, Pudusserry West, Kanjikode, Kerala-678 623”</b>.</p> <p>(b) The Supplier shall thereafter proceed with the installation, commissioning, integration and validation and demonstrate operational acceptance of the equipment/items within the period specified. The equipment/items shall be installed and commissioned by the successful bidder within 20 to 25 days from the date of its receipt.</p> <p>(c) The tenderer should indicate clearly the time required for delivery of the item. In case there is any deviation in the delivery schedule, liquidated damages clause will be enforced or penalty for the delayed supply period will be levied.</p> <p>(d) In the event of failure of supply of the item/equipment/items within the stipulated delivery schedule, IITPKD has all the right to purchase the item/equipment/items from other sources on the total risk of the Supplier under the risk purchase clause.</p>
15	<b>TERMS OF PAYMENT / TAX AND DUTIES</b>	<p>(a) No Advance payment will be made for purchase. 100% payment will be released after satisfactory delivery, acceptance, installation, commissioning, integration and validation of the equipment and against the installation report/certification provided jointly by the supplier (technical representative involved in the process of installation) and the faculty in-charge of the user department/facility.</p> <p>(b) Payment for annual maintenance contract (if any) after the warranty period shall be released at the end of six months/one year after the expiry of warranty period, subject to the GFR 2017/Government of India norms.</p> <p>(c) If any time before the delivery of the equipment, it is found that the same equipment had been offered to another party in India at a lower rate, payment shall be restricted to the extent of such lower rate and the Supplier shall be liable to pay the IITPKD the difference in two rates i.e. excess charged over such lower rate, if payment had been made by the IITPKD. The IITPKD will look into a reasonable past period to ensure</p>



		<p>this.</p> <p>(d) The Supplier should ensure payment of all taxes, duties, levies and charges assessed by all municipal, state or national government authorities, in connection with the Goods and Services supplied under the Contract.</p>
<b>16</b>	<b>PRODUCT UPGRADES</b>	<p>The Supplier shall continue to support and maintain the version/model of the Equipment supplied by upgrading the software and the hardware as and when amendments are carried out in the existing version or the product is upgraded. Whereas upgrades to the software shall be supplied free of cost, the Supplier may charge for upgrade in hardware provided it is of major nature. An upgraded higher version of the instrument and software related with the instrument shall be supplied.</p>
<b>17</b>	<b>PENALTIES</b>	<p>(a) If the Supplier fails to complete any of the activities in accordance with the time specified for it, or any extension of time granted by IITPKD, the Supplier shall pay to IITPKD, penalties at the rate specified in the Tender Document.</p> <p>(b) IITPKD reserves the right to terminate the contract if the Supplier defaults on any of the time limits by more than FOUR weeks.</p>
<b>18</b>	<b>DEFECT LIABILITY</b>	<p>(a) The Supplier warrants that the equipment/items, including all sub-assemblies and components provided, shall be free from defects in the design, engineering/manufacturing, workmanship and performance that prevent the equipment/items and/or any of its sub-assemblies and components from fulfilling the equipment/items requirements or that limit in a material fashion the operation, reliability, accuracy, sensitivity and precision of the equipment/items, its sub-assemblies and components. Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.</p> <p>(b) The warranty period shall commence from the date of validation/installation of the equipment/items and shall extend for the length of time specified in the tender document supra.</p> <p>(c) If during the warranty period any defect found in the equipment/items, the Supplier shall promptly, at its sole cost, repair or otherwise make good such defects as well as any damage to the equipment/items caused by such defect. Any defective equipment/items, sub-assembly or component that has been replaced by the Supplier shall become the property of the Supplier and the new substituted/replaced equipment/items in good condition shall become the property of IITPKD.</p> <p>(d) Validation of the equipment/items shall be carried out by the Supplier each time a major repair is carried out in the equipment/items during the warranty period.</p> <p>(e) Response time for attending to defects shall be 24 to 48 hours, after they are reported to the Supplier or its designated service agent. If the equipment/items cannot be used for more than TWO working days by reason of such defect and/or making good of such defect, the warranty period for the equipment/items shall be extended by a period equal to the period during which the equipment/items could not be used by IITPKD because of such defect and/or making good of such defect.</p>
<b>19</b>	<b>INTELLECTUAL</b>	<p>(a) The Supplier hereby represents and warrants that the equipment/items</p>

	<p><b>PROPERTY RIGHTS, WARRANTY AND INDEMNITY</b></p>	<p>as supplied, installed and commissioned along with its application software and copying of manuals and other documents provided to IITPKD in accordance with the Contract does not and shall not infringe any Intellectual Property Rights held by any third party.</p> <p>(b) The Supplier shall indemnify and hold harmless IITPKD from and against any and/or all losses, liabilities and costs (including losses, liabilities and costs incurred in defending a claim alleging such a liability), that IITPKD may suffer because of any infringement or alleged infringement of any Intellectual Property Rights.</p> <p>(c) The offer should clearly specify the warranty or guarantee period for the machinery/equipment/items. Any extended warranty offered for the same shall be mentioned separately.</p> <p>(d) The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.</p> <p>(e) During the period of warranty any component or spare part is to be brought from abroad, all associated costs shall be borne by the supplier including the customs duty charges.</p> <p>(f) The defective material / goods originally imported will not be handed over to the supplier and the same will be re-exported to the place of the manufacturer at the cost of the supplier. In case, the manufacturer has the office in India the same may be handed over to them with an undertaking that they will re-export to their manufacturing facility within a reasonable time and submit the proof to that extent.</p> <p>(g) If having been notified, the Supplier fails to rectify the defect within a reasonable period of time; IITPKD may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which IITPKD may have against the Supplier under the Contract.</p> <p>(h) If the defective material / goods originally supplied indigenously, the same will be handed over to the supplier after replacement of the material under warranty period and not before the replacement.</p>
20	<p><b>UP-TIME GUARANTEE/ DOWNTIME PENALTY CLAUSE</b></p>	<p>(a) The Supplier should provide up-time guarantee of 95% [24 (hours) X 7 (days) X 365 (days)] basis during the warranty period.</p> <p>(b) The Supplier should provide up-time guarantee of 95% (24 hours/day basis) both during warranty. If downtime exceeds the 5% limit, extension of the warranty period will be twice the excess down time period.</p>
21	<p><b>LIQUIDATED DAMAGES</b></p>	<p>If a firm accepts an order and fails to execute the order, in full or part, as per the terms and conditions stipulated therein, it will be open to the Institute to recover liquidated damages from the firm at the rate of 1% of the value of the undelivered goods per month or part thereof, subject to a maximum of 5% of the value of the undelivered goods. It will also be open to the Institute alternatively, to arrange procurement of the required stores from any source, at the risk and expense of the firm, accepted and failed to execute the order according to stipulations agreed upon. This will also entail the removal of the defaulters' name from the approved/registered list of Suppliers.</p>
22	<p><b>EFFECT OF FORCE MAJEURE</b></p>	<p>(a) If the Supplier is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure,</p>

		<p>then it shall notify the IITPKD in writing of the occurrence of such event and the circumstances of the event of Force Majeure within <b>FIFTEEN DAYS</b> after the occurrence of such event.</p> <p>(b) The Supplier, when affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its performance of the Contract and to fulfill its obligations under the Contract, but without prejudice to IITPKD's right to terminate the Contract.</p> <p>(c) No delay or non-performance by the Supplier caused by the occurrence of any event of Force Majeure shall:</p> <ol style="list-style-type: none"> <li>i. Constitute a default or breach of the Contract;</li> <li>ii. Give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance.</li> </ol> <p>(d) If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than <b>THIRTY DAYS</b> or an aggregate period of more than <b>SIXTY DAYS</b> on account of one or more events of Force Majeure, the IITPKD shall have the right to terminate the Contract by giving a notice to the Supplier.</p>
<b>23</b>	<b>EXTENSION OF TIME LIMITS FOR SUPPLY AND MAKING OPERATIONAL, THE EQUIPMENT</b>	<p>(a) The time limit for supply, installation &amp; commissioning, integration &amp; validation shall be extended if the supply is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:</p> <ol style="list-style-type: none"> <li>i. Any occurrence of Force Majeure;</li> <li>ii. Any other matter specifically mentioned in the Contract;</li> </ol> <p>(b) By such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Supplier.</p> <p>(c) The Supplier shall assist the institute in relocation/shifting of the equipment from the temporary campus to transit/permanent campus at free of cost and by utilizing their resources (for loading, unloading and transportation). Any such relocation/shifting shall be within THREE years from the date of installation of the equipment.</p>
<b>24</b>	<b>ASSIGNMENT</b>	<p>The Supplier shall not, without the prior written consent of the IITPKD, assign to any third party, the Contract or any part thereof.</p>
<b>25</b>	<b>GOVERNING LAW AND SETTLEMENT OF DISPUTES</b>	<p>(a) The Contract shall be governed by and interpreted in accordance with the laws of India.</p> <p>(b) Any dispute or claim arising out of/relating to this Contract of the breach, termination or the invalidity thereof, shall be settled by the Hon'ble Courts of Justice at Palakkad.</p> <p>(c) The page number should be marked in all pages serially (including all supporting documents enclosed with the tender document) and the declaration for the same shall be submitted by the bidder as in Annexure-VIII.</p> <p>(d) IITPKD reserves the right to accept or reject any or all the tenders in part or whole or may cancel the tender at its sole discretion without assigning any reason whatsoever. No further correspondence in this regard will be entertained.</p>

## AWARD OF CONTRACT

<b>1</b>	<b>AWARD CRITERIA</b>	<ol style="list-style-type: none"><li>1. IITPKD will award the Contract to the Bidder whose bid has been determined to be substantially responsive and <b>as per the Order No. 45021/2/2017-PP(BE-II) dated 04-06-2020 from Department for Promotion of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce and Industry, Govt. of India.</b></li><li>2. The Institute reserves the right to buy different items/quantity from different bidders considering price of individual/group of equipment/items or any other factors as decided by the Committee. <u>The bidder should be a Class-I / Class-II Local Supplier meeting the requirement of minimum 20% Local Content in line with the Public Procurement (Preference to Make in India) Order 2017 No. P-45021/2/2017-PP (BE-II) dated 04 Jun 2020.</u></li><li>3. A Self-Declaration Certificate regarding “Class-I/Class-II Supplier” for the tendered items as per the Annexure-X is to be submitted.</li><li>4. ‘Local Content’ means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent (or) as defined by the concerned nodal ministry/department as applicable.</li><li>5. ‘Class-I local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under this order.</li><li>6. ‘Class-II local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this order.</li><li>7. ‘Non-local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this order.</li><li>8. Complaint redressal mechanism: In case a complaint received by the procuring agency or the concerned Ministry/Department against the claim of a bidder regarding local content/domestic value addition in an electronic product, the same shall be referred to STQC (Standardisation Testing and Quality Certification).</li><li>9. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in an electronic product to STQC. If no information is furnished by the bidder, such laboratories may take further necessary action, to establish the bonafides of the claim.</li></ol>
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		<p><b>10.</b> A complaint fee of Rs. 2 lakh or 1% of the tender estimated cost of product(s) being procured (subject to a maximum of Rs.5 lakh), whichever is higher, to be paid by Demand Draft to be deposited with STQC. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest. A mere complaint without submitting requisite fee shall not be considered under any circumstances.</p> <p><b>11.</b> False declarations will be in breach of the Code of Integrity under Rule 175 (1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.</p>
<b>2</b>	<b>AWARD OF PURCHASE ORDER</b>	<ol style="list-style-type: none"> <li>1. Prior to the expiration of the period of bid validity, IITPKD will issue the Letter of Intent / Purchase Order to the successful Bidder in writing.</li> <li>2. Any amendment(s) in the Purchase Order will be permitted within <b>SEVEN DAYS</b> of its issuance. No amendments will be permitted beyond this period.</li> <li>3. The Purchase Order will constitute the foundation of the Contract.</li> </ol>
<b>3</b>	<b>CONTRACT AGREEMENT</b>	<ol style="list-style-type: none"> <li>1. Within <b>SEVEN DAYS</b> of receipt of the Purchase Order, the successful Bidder shall sign and date its copy on each page and return it to the Purchaser.</li> <li>2. Copy of Purchase Order duly signed and dated by the successful Bidder on each page shall constitute the Contract Agreement.</li> </ol>
<b>4</b>	<b>CONTRACT DOCUMENTS / AMENDMENT TO CONTRACT</b>	<ol style="list-style-type: none"> <li>1. All documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.</li> <li>2. The order of precedence of the Contract documents shall be as follows: <ol style="list-style-type: none"> <li>(i) Contract Agreement/Purchase Order</li> <li>(ii) All Forms/Annexures</li> <li>(iii) equipment/items and their requirement</li> <li>(iv) Supplier's Bid</li> <li>(v) Tender Document</li> </ol> </li> <li>3. No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract and is signed by a duly authorized representative of each party to the Contract.</li> </ol>

**REGISTRAR**

**TECHNICAL SPECIFICATIONS OF EDDY CURRENT DYNAMOMETER, CONTROLLER AND  
DRIVELINE WITH ACCESSORIES FOR TESTING IC ENGINE**

<b>Specifications</b>	<b>Requirements</b>
<b>Dynamometer</b>	
Feature	An Eddy current dynamometer capable of testing engines with maximum power of 30 kW @ 6000 to 13000 rpm, and maximum torque of 50 Nm from 2500 rpm to 6000 rpm The dynamometer should have: The basic electro-mechanical unit mounted on trunnion bearings A gear-wheel mounted at non-driving end of the dynamometer to sense the dynamometer speed Mounting arrangement for magnetic pick-up and load-cell Temperature sensors to monitor loss plate temperature Maximum excitation current in the range of 5 to 10 A DC
Maximum Permissible Speed	>= 13000 RPM
Maximum Permissible Torque	55 to 65 Nm
Mass moment of inertia	<=0.03 kgm <sup>2</sup>
Cooling	Water cooled, Piping size: 3/4" (Inlet and outlet) Inlet Pressure requirement : 1.0 bar, flow requirement : <=50 lpm Inlet water temperature and quality: 30 to 35 °C, slightly alkaline (pH 7.0 to 8.5) Pressure switch for low-water pressure alarm at water inlet, Flow switch for low-water flow alarm at water inlet, Pressure gauge (0 to 2 bar range) for water-inlet pressure indication
Rotational Direction	Clockwise and Counter-Clockwise
Torque Measurement Accuracy	<= ±0.5% F.S. Torque
RPM Control Accuracy	± 2 RPM or better
Torque Measurement	Load cell principle: A Strain Gauge 'S' type high accuracy, fatigue rated load cell of suitable capacity. The output of the load cell should be given to a digital torque indicator/ load to show torque in N-m / load in kgf.
Calibration kit	Should include calibration arm pan counter weight and set of standard masses for checking calibration up to load of 10 kgf.
<b>Drive line</b>	
Feature	One shaft suitable for coupling with engines as specified in the dynamometer requirement: Flexible couplings, pedestal assembly, alignment fixture and shaft guard. Shaft guard should have removable cover and quick release mechanism.
<b>Cabinet</b>	
Type of cabinet	19" rack
Safety	Necessary safety features complying to relevant standards to be provided
<b>Dynamometer controller with torque and speed indication panel</b>	
Feature	Controller should allow the dynamometer to work in both directions.
Type of controller	PID controller
Control Modes	Constant speed control: The PID Card should constantly track the actual speed input with value set by the potentiometer and adjust the dynamometer current to maintain the desired speed within control limits.
	Constant torque control: The PID Card should constantly track the actual torque input with value set by the potentiometer and adjust the dynamometer current to maintain the desired torque.
	Constant excitation current control: The excitation current supplied by the control

	unit should be independent of the dynamometer speed.
	External torque control via analog / digital interface or input: It should be possible to control the dynamometer through an external source such as a programmable function generator, or a computer.
Signal Output	(i)Analog / Digital output of operating torque
	(ii)Analog / Digital output of operating speed
	(iii)Analog / Digital output of alarm outputs of Over Torque, Over speed, Over current, Over Temperature and shortage of water supply
Indication Panel	Speed: Digital RPM Indicator, Pulse output, 5 digit LED display, resolution 1 RPM, accuracy $\pm 1$ RPM or better
	Torque: Digital indicator in the range 0 to 60 Nm, 9/2 digit LED display with an indication accuracy of $\pm 0.5$ % of actual value or better. Minimum resolution of 0.1 Nm or better.
Safety Protection	Over torque/over load, Over speed (Operator setting the limit), Over current, Over Temperature, shortage of water supply
<b>Engine mounting arrangement</b>	
Features	Mounting system should isolate the engine inputs from the mounted devices, and use the engine mass to minimize, not to amplify, the effects of varying load speed inputs.
<b>Dynamometer mounting base structure</b>	
Features	The base structure for the dynamometer should ensure the vibrational isolation of the dynamometer. The mountings should include foundation plate, base frame and anti vibration mounts (AVM)
<b>Installation materials</b>	
Description	Mechanical components (Pipe, fittings, joints, nuts, bolts etc), and Electrical components (Cables, electrical connectors, switches, MCBs etc) should be provided
<b>Installation and commissioning</b>	
Description	Standard electrical connection will be provided for the dynamometer and controller by IIT Palakkad. The vendor will be responsible for connections to the dynamometer from this standard electrical connector which will be at a maximum distance of 8 m All piping like water for dynamometer, water for engine, exhaust, fuel and other utilities will be arranged by IIT Palakkad.
<b>Documentation</b>	
Description	Vendor should provide required instruction manuals for operating and maintenance of the system in English language. This will include the descriptions, circuit diagrams and general arrangement drawings required for installation, operation, control and troubleshooting of the equipment supplied. The user manual must also include procedure for calibration and PID tuning of the system

**PRE-QUALIFICATION CRITERIA FOR BIDDERS**

Only those bidders fulfilling the following criteria should respond to the tender.

1. Bidder should be either an Original Equipment Manufacturer (OEM) or designer or authorized distributor of an OEM of **EDDY CURRENT DYNAMOMETER** or allied field.
2. The bidder should be a company registered under the Companies Act, 1956/2013 OR a Limited Liability Partnership / a registered partnership firm OR a sole-proprietorship entity. Appropriate Registration incorporation certificate must be submitted.
3. The bidder must have a registered office and/or service center in Karnataka/Tamil Nadu/Telangana/Andhra Pradesh/Maharashtra or Kerala. Certificate of registration for the offices to be provided. Details about scope of service activities provided by the service centres must be provided. The contact details of the service engineers must be provided.
4. The bidder must be in existence in the business of Supply and Maintenance of **EDDY CURRENT DYNAMOMETER** for a minimum period of **THREE** previous financial years (2017-18, 2018-19, 2019-20). Documentary evidence of experience must be provided.
5. The bidder should have supplied and installed at least **THREE** orders of **EDDY CURRENT DYNAMOMETER** to **any of the reputed firms/Institutions in India** during previous three financial years (2017-18, 2018-19 and 2019-20). Copies of the most recent purchase orders and certificates of successful implementation must be included. Copies of financial statements or evidence of turnover must be furnished.
6. The bidder must provide detailed specification of each equipment/item. Model numbers, data sheets and brochures and user lists must be included for each quoted equipment/accessories/item. Specifications corresponding to quoted model number must be available publicly via OEM's website for scrutiny. If not, bid can be disqualified on technical grounds.
7. The Institute reserves the right ask for photographs/CAD drawings/ design proofs to satisfy themselves of the proven capabilities if the system being offered. The bidder must provide these details within two working days of receiving such a request via email. Decision regarding technical compliance of the bidder can be taken on the basis of this information.
8. Compliance sheet for the technical specification and OEM Brochure have to be attached along with the Technical bid. Vendor has to fill the compliance sheet and mention page number or reference number in OEM brochure. Unfilled / partially filled sheets lead to disqualification.

**Experience / Credentials**

9. No. of similar units installed in India
10. No. of similar units installed in Karnataka/Tamil Nadu/Telangana/Andhra Pradesh or Kerala or any other nearby City/Town.
11. List of Clients and Testimonials (Please upload necessary supporting document). The vendor should produce at least three testimonials from centrally funded technical institutes (CFTI) institutes or Research institutes in India where the system was installed previously.
12. Year of Commencement of Manufacturing the Equipment (pertaining to this Bid)

**Service Support and Availability of Spares in India**

13. The bidder must also have a service center in Karnataka/Tamil Nadu/ Telangana/Andhra Pradesh/Maharashtra/Kerala. Certificate of registration for the centers to be provided. Details about scope of service activities provided by the service centres must be provided. The contact details of the service engineers must be provided.
14. Track record of service provided during last 3 years (Upload supporting documents).
15. Location and Address of Service Centers.
16. Number of trained Service Engineers.



17. Number of trained Service Engineers exclusively dedicated to each equipment offered
18. Number of trained service engineers for the equipment offered, stationed in Karnataka/Tamil Nadu/ Telangana/Andhra Pradesh or Kerala.
19. Number of Application Specialists.
20. Whether the OEM offers any service.
21. Whether the service set up maintains stock of Essential Spares in India.
22. Lead time for Supply of Essential Spares.

**Note:**

1. Compliance Statement to specifications of the equipment to be provided by the tenderer as in **Annexure-VI**.
2. All equipment must operate at 230V/50 Hz single phase and/or equivalent three phase electrical power.
3. Quoted model shall be in accordance to the geographical location.
4. All the above details shall be related to the vendor for the items quoted.

**TECHNO-COMMERCIAL BID**

(TO BE SUBMITTED ONLY THROUGH ONLINE MODE IN APPROPRIATE FORMAT)

<b>A. SELF-DECLARATION</b>	
Self-Declaration to be submitted by the firm as per the order No. 45021/2/2017-PP(BE-II) dated 04-06-2020 from Department for promotion of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce and Industry.	
<b>B. COMPANY PROFILE</b>	
Name of the Company/Bidder	
Postal Address of the Registered Office	
Telephone (Landline) No.	
Mobile No.	
Email Address (Official)	
Name of the CEO/Director	
Name(s) of the Partners (if applicable)	
Registration No. (Upload supporting document)	
Type of Firm (Proprietary/Partnership/Private Ltd./Private/MNC/Cooperative/Govt. Undertaking/Any Other)	
Email Address and Contact Number(s) of CEO/Director	
Year of Establishment	
No. of Years of Operations in India	
Location of Offices in India / Abroad	
PAN (Upload supporting document)	
GST (Upload supporting document)	
<b>C. Alliances for the Purpose of this Bid, if applicable (Upload supporting document)</b>	
Details of Alliance(s)	
Type of Alliance(s)	
<b>D. Financial Background of the Firm - Annual Turnover (Upload supporting document signed by Competent Authority)</b>	
2017-18	
2018-19	
2019-20	
<b>E. Others</b>	
Tender Document with all pages duly signed and stamped by the authorized representative of the firm shall be uploaded in Cover 1.	
Has the firm ever been debarred/blacklisted by any Govt. Organization/Dept.? If 'yes' the details thereof. Upload (supporting document)	
<b>Note:</b>	
<ol style="list-style-type: none"> <li>1) <b>The local supplier at the time of bidding shall submit the Self declaration form mentioning the minimum local content and details of location(s) at which value additions are made.</b></li> <li>2) <b>False declarations pertain to self-declaration form will lead to disqualification of bids and blacklisting of the firm.</b></li> <li>3) <b>Supporting Documents, wherever asked for, shall be uploaded along with the Bid, without which the Bid shall be rejected outright.</b></li> </ol>	

**BID SECURITY DECLARATION FORM**

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

Tender No. \_\_\_\_\_

To (insert complete name and address of the purchase)

I/We. The undersigned, declare that:

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

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

- a) Have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

Signed: \_\_\_\_\_ (insert signature of person whose name and capacity are shown)  
in the capacity of \_\_\_\_\_ (insert legal capacity of person signing the Bid Securing Declaration)

Name: \_\_\_\_\_ (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

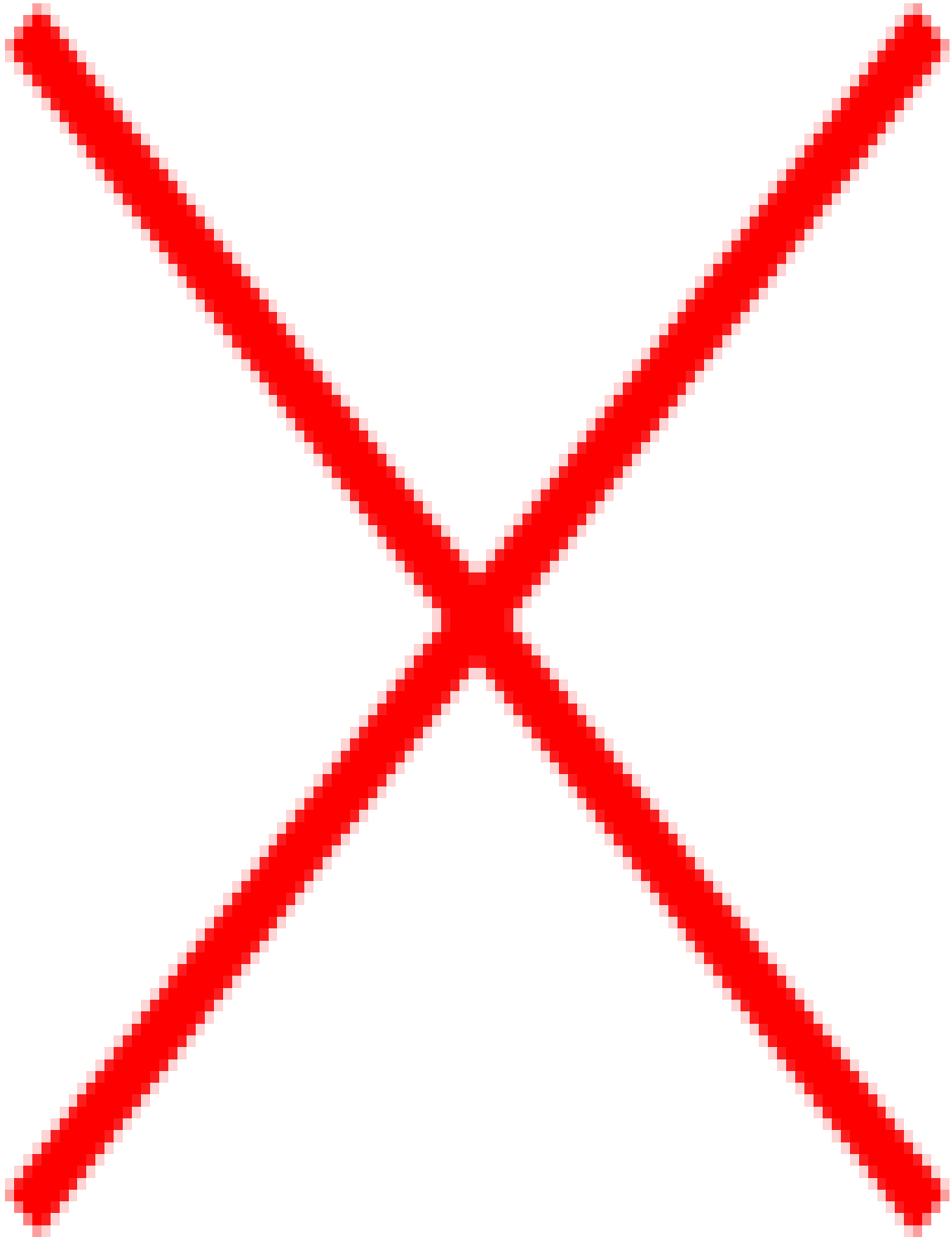
Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

**Note: This letter should be on the letterhead of the quoting firm and should be signed by a Competent Authority. Non-submission of this will lead to DISQUALIFICATION of bids.**

COMMERCIAL BID

(TO BE SUBMITTED ONLY THROUGH ONLINE MODE IN APPROPRIATE FORMAT)



**COMPLIANCE STATEMENT****(Part of Technical Bid)****(TO BE SUBMITTED ONLY THROUGH ONLINE MODE IN APPROPRIATE FORMAT)**

The vendor shall,

1. Prepare, sign and upload the Compliance Statement of the specification of the equipment/items in the format given below along with the technical bid in the company letter head.
2. Submit separate Compliance Statement of specification sheets for each item/ equipment/items.
3. Ensure that the component number and heading in the Technical Specifications is clearly mentioned in the document. If there are any deviations from the specifications mentioned by IIT Palakkad, the vendor should clearly indicate the deviations and give reasons for the deviation with proper justification.
4. Provide the technical leaflet/literature/catalogue or any relevant document for all the quoted equipment/items to IIT Palakkad. The information provided in the compliance statement without supporting documents will not be considered for the evaluation of the technical bid and will be treated as non-compliance and may lead to the disqualification of the technical bid.
5. Clearly respond to every requirement given in the technical specifications. Lack of clarity may be considered as lack of information and may subsequently lead to disqualification of the technical bid.

**Format of Compliance Statement:**

<b>Item No.</b>	<b>IIT Palakkad's technical specification of components as given in Annexure-I</b>	<b>Specifications of model quoted by the vendor</b>	<b>Vendor's specification complies with IIT Palakkad's technical specification? (YES/ NO)</b>	<b>Deviation, if any, to be indicated in unambiguous terms</b>	<b>Page no. of relevant specification for the quoted model in the technical manual/leaflet</b>

**FORMAT OF PERFORMANCE SECURITY**

1. This deed of Guarantee made this day of \_\_\_\_\_ between Bank of \_\_\_\_\_ (hereinafter called the “Bank”) of the one part, and Indian Institute of Technology Palakkad (hereinafter called “the Purchaser”) of the other part.
  2. Whereas the Purchaser has awarded the contract for Supply, Installation, Commissioning, Integration and Validation of \_\_\_\_\_ (name of the equipment/items) (hereinafter called the contract) to \_\_\_\_\_ (hereinafter called the Supplier); (Name of the Supplier)
  3. AND WHEREAS the Supplier is bound by the said Contract to submit to the Purchaser a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in figures and words).
  4. Now, I/we the undersigned, being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full name of Bank), hereby declare that the said Bank will guarantee the Purchaser the full amount of Rs. \_\_\_\_\_ (Amount in figures and words) as stated above.
  5. After the Supplier has signed the aforementioned Contract with the Purchaser, the Bank is engaged to pay the Purchaser, any amount up to and inclusive of the aforementioned full amount upon written order from the Purchaser to indemnify the Purchaser for any liability of damage resulting from any defects or shortcomings of the Supplier under the Contract mentioned above, whether these defects or shortcomings are actual or estimated. The Bank will deliver the money required by the Purchaser immediately on demand without delay without reference to the Supplier and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank liability or damages resulting from any defects or shortcomings of the Supplier. The Bank shall pay to the Purchaser any money so demanded notwithstanding any dispute/disputes raised by the Supplier in any suit or proceedings pending before any Court relating thereto and the liability under this guarantee shall be absolute and unequivocal.
  6. This Guarantee is valid for a period of thirty six months from the date of signing. (Initial period for which this Guarantee will be valid must be for at least thirty (30) days longer than the anticipated expiry date of the warranty period).
  7. At any time during the period in which this Guarantee is still valid, if the Purchaser agrees to grant a time extension to the Supplier or if the Supplier fails to complete the work within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages as stated under Para 5 above, the Bank shall extend this Guarantee under the same conditions for the required time on demand by the Purchaser and at the cost of the Supplier.
  8. The Guarantee herein before contained shall not be affected by any change in the Constitution of the Bank or of the Supplier.
  9. The neglect or forbearance of the Purchaser in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Purchaser for the payment hereof shall in no way relieve the bank of its liability under this deed.
  10. The expressions “the Purchaser”, “the Bank” and “the Supplier” herein before used shall include their respective successors and assigns.
- In witness whereof I/We of the bank have signed and sealed this guarantee on the \_\_\_\_\_ day of \_\_\_\_\_ (Month & Year) being herewith duly authorized.  
 For and on behalf of the \_\_\_\_\_ Bank.

**Signature of Authority**

Name of the Official Name: .....

Designation: .....

Stamp/Seal of the Bank: .....

Signed, sealed and delivered for and on behalf of the Bank by the above named \_\_\_\_\_ in the presence of:

**Witness 1**

**Witness 2**

Signature .....  
 Name .....  
 Address .....

Signature .....  
 Name .....  
 Address .....

**DECLARATION**

**We here by accept all the Terms and Conditions of the Tender Document and strictly adhere to the same in the event of getting Purchase order. We also declare that the Technical and Financial Bids submitted by us has NO DEIVATION from the Tender Terms and Conditions.**

**We here by accept that the PRICES OF THE EQUIPMENT/ITEMS QUOTED IS IN INDIAN RUPEES ONLY (INR). I am aware that if the price is not in INR, the application shall be summarily rejected.**

We hereby undertake that there are \_\_\_\_\_ pages, serially numbered, in the submitted tender including the supporting documents. (Please serially number all the pages including blank page, if any).

We have submitted our principal's exclusive authorization letter which is specific for this tender No. \_\_\_\_\_ dated \_\_\_\_\_.

**Note:**

**This letter should be on the letterhead of the quoting firm and should be signed by a Competent Authority.**

**FALL CLAUSE NOTICE CERTIFICATE**  
**(TO BE SUBMITTED ONLY THROUGH ONLINE MODE IN APPROPRIATE FORMAT)**

This is to certify that we have offered the maximum possible discount to you in our Quotation No. \_\_\_\_\_ dated \_\_\_\_\_ **(Please do not reveal the prices here, which will lead to outright rejection of your bid).**

The prices charged for the Stores supplied under tender should under no event be higher than the lowest prices at which the party sells the items of identical description to any other Govt. organization/PSU's/Central Govt, /State Govt. Autonomous bodies/Central/state Universities/Central/State Educational Institutions, failing which the "FALL CLAUSE" will be applicable. The institute will look into a reasonable past period to ensure this.

In case, if the price charged by our firm is found to be more, **IIT Palakkad** will have the right to recover the excess charged amount from the subsequent/unpaid bill of the supplier.

**Note:**

**This letter of authority should be on the letterhead of the quoting firm and should be signed by a Competent Authority and having the power of attorney.**



**FORMAT FOR SELF-DECLARATION UNDER PREFERENCE TO MAKE IN INDIA ORDER**

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II date. 15.06.2017 & P-45021/2/2017-PP (BE-II) dated: 04 June 2020. We hereby certify that we M/s. \_\_\_\_\_ (supplier name) are CLASS-I/Class-II (Please specify clearly) supplier meeting the requirement of minimum local content (20%) as defined in above orders for the material against Tender No. \_\_\_\_\_ dated \_\_\_\_\_.

Details of location at which local value addition will be made as follows: (Complete address to be mentioned)

Details of location at which local value addition will be made as follows: (Complete address to be mentioned)

Percentage of Local Content: \_\_\_\_\_

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

Seal and signature of Supplier

Date:

**Note:**

**This letter of authority should be on the letterhead of the quoting firm and should be signed by a Competent Authority and having the power of attorney.**

**PROCEDURE FOR SUBMISSION OF E-TENDER**

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information bidders may visit the e-Wizard Portal <https://mhrd.euniwizarde.com/>

**1. REGISTRATION PROCESS ON ONLINE PORTAL**

- (a) Bidders to enroll on the e-Procurement module of the portal <https://mhrd.euniwizarde.com/> by clicking on the link “Bidder Enrolment”.
- (b) 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 e-Wizard Portal.
- (c) Bidders to register upon enrolment their valid Digital Signature Certificate (**Class III Certificates with signing and Encryption key**) issued by any Certifying Authority recognized by CCA India with their profile.
- (d) 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.
- (e) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

**2. TENDER DOCUMENTS SEARCH**

- (a) Various built-in options are available in the e-Wizard Portal like organization name, value, location, date, other keywords, etc. to search for a tender published on the Online Portal.
- (b) 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 ‘Interested tenders’ folder.
- (c) 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.

**3. BID PREPARATION**

- (a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- (b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- (c) 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 needs to be submitted. Any deviations from these may lead to rejection of the bid.
- (d) 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/PNG, etc. formats.

**4. BID SUBMISSION**

- (a) Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (c) Bidder to select the payment option as ONLINE to pay the EMD wherever applicable and enter details of the instrument.
- (d) 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.
- (e) 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, the opening of bids, etc. The bidders should follow this time during bid submission.
- (f) 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.

- (g) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (h) 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., date & time of submission of the bid with all other relevant details.
- (i) **The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.**

**5. ASSISTANCE TO BIDDERS**

- (a) 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.
  - (b) Any queries relating to the process of online bid submission or queries relating to e-Wizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is **011-49606060, 23710092, 23710091, Gagan 8448288987/88, Vijay 9113518121/8448288989, Retnajith 9355030607, Rajesh 8448288990, Suriya 8448288994, Farhan 8448288992, Sanjeeth 8882495599**
6. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).
7. **The bid should be submitted in TWO COVER system** through MHRD portal ([https://mhrd.euniwizarde.com/.](https://mhrd.euniwizarde.com/))
8. **The bidders should download the BoQ and Quote price for given items. After quoting the same downloaded file should be uploaded.**