

Indian Institute of Technology Palakkad

भारतीयप्रौद्योगिकीसंस्थानपालक्कांड 678 557

STORES & PURCHASE SECTION

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Tender No. IITPKD/MECH/PK/059/2020-21 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 EXHAUST GAS ANALYZER AND SMOKE METER

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 | Publication of the Tender Document | 08-01-2021 |
| 1 | Last Date/Time for submission of ONLINE Bids | 28-01-2021 , 1500 hours |
| 3 | Opening of Technical Bids | 28-01-2021, 1515 hours |

TERMS AND CONDITIONS

| 1 GENERAL (a) The respon | sibility of submission of the bids on or before the last date | |
|--------------------------|--|--|
| | with the tenderer. The institute will hold no responsibility for | |
| | ceipt of the bids or the bids received after the date/time | |
| | any bid received by IITPKD after the bid submission deadline | |
| 1 | by IITPKD, shall be rejected and returned unopened to the | |
| Bidder. | by 1111 KD, shall be rejected and returned unopened to the | |
| (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 | of India. Such action will result in the rejection of bid, in | |
| addition to | other punitive measures. | |
| (c) Each bidde | r shall submit only one bid, either by himself or as a partner | |
| in a joint v | enture or as a member of the consortium. If a bidder or if any | |
| of the part | ners 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. | | |
| (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 the | nose costs, regardless of the conduct or outcome of the tender | |
| process. | | |
| (e) IITPKD w | ill respond to any request for clarification or modification | |
| of the Ten | der Document that are received up to TWO DAYS prior | |
| to the dea | dline for submission of bids prescribed by IITPKD. For | |
| this purpo | se, the prospective bidder(s) requiring clarification in the | |
| Tender Do | cument shall notify IITPKD through the ONLINE Portal | |
| | y such clarification, together with all the details on which | |
| the clarific | the clarification had been sought, will be published in the ONLINE | |
| Portal ON | LY. Deviations, if any, observed by the Institute in the | |
| submitted | bids, from the Terms and Conditions of the Tender | |
| | will not be accepted by the Institute. | |
| | any such clarification by the Institute, which is expressly | |
| stated to be | an addendum to the tender document issued by the Registrar, | |
| | ad, no written or oral communication, presentation or | |
| | by any other employee of any of the Sections/Departments | |
| | ute, shall be taken to bind or fetter the Institute. | |
| 1 | e prior to the deadline for submission of bids, IITPKD may, | |
| | ason, whether at its own initiative or in response to a | |
| | n requested by a prospective Bidder, modify the Tender | |
| | by way of amendment(s). | |
| | ts will be intimated through the e-Wizard Portal and the | |
| | all ensure that the amendments are carried out in the bid | |
| | omission. The amendments will not be published in | |
| 1 1 | s. Bidders should regularly visit e-Wizard Portal to keep | |
| themselves | _ | |
| | on in the bid due date/ time shall be considered on account of | |
| delay in re | ceipt of any document by mail. Further, it will be assumed | |
| | | |
| | didder has taken into account, such amendments, while | |

| 3 | COMPOSITION OF THE | (a) The Tender Document comprises of: | |
|---|--------------------|--|--|
| | TENDER DOCUMENT | Instruction to the bidders including terms and conditions | |
| | | 1) Technical Specifications (Annexure-I) | |
| | | 2) Pre-qualification Criteria (Annexure-II) | |
| | | 3) Techno-Commercial Parameters (Annexure-III) | |
| | | 4) Bid Security Declaration Form (Annexure-IV) | |
| | | 5) Commercial Bid (Annexure-V) | |
| | | 6) Compliance Statement (Annexure-VI) | |
| | | 7) Format of Performance Security (Annexure-VII) | |
| | | 8) Declaration (Annexure-VIII) | |
| | | 9) Fall Clause Notice Certificate (Annexure-IX) | |
| | | 10) Format for Self-Declaration under Preference to Make in India | |
| | | (Annexure-X) | |
| | | 11) Procedure for Submission of E-Tender (Annexure-XI) | |
| | | (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. | |
| | | (c) The bidder shall not make or cause to be made any alteration, erasure or | |
| | | obliteration to the text of the Tender Document. | |
| 4 | LANGUAGE/FORMAT/S | (a) The bid prepared by the Bidder and all correspondence and documents | |
| | IGNING OF THE BID | 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. | |
| | | (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. | |
| | | (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. | |
| 5 | DOCUMENTS | (a) The Technical and Commercial Bids shall be submitted ONLINE | |
| | COMPRISING THE BID | through the portal mentioned as Cover One and Cover Two. | |
| | | (b) Bids submitted in any mode other than ONLINE will be rejected | |
| | | outright. | |
| | | (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. | |

| | | Quotations for a prototype machine will not be accepted. | |
|---|-----------------------------|--|--|
| | | (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. | |
| | | (e) Compliance or Confirmation report with reference to the specifications | |
| | | and other terms and conditions should also be obtained from the | |
| | | principal. | |
| | | (f) Information related to the agency/bidder such as photocopies of the | |
| | | Registration/PAN/GST/TIN shall be furnished. | |
| | | (g) The technical bid should consist of all technical details along with | |
| | | commercial terms and conditions. No prices should be included in the | |
| | | technical bid. Mentioning of Prices in the Technical Bid shall lead to | |
| | | DISQUALIFICATION. | |
| | | (h) Bidders who are bidding for this tender shall, | |
| | | 1) Should have implemented at least THREE orders of of EXHAUST | |
| | | GAS ANALYZER AND SMOKE METER 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 | |
| | | 2) Have an Average Annual Turnover of Rs 12,00,000 (RUPEES | |
| | | TWELVE LAKH ONLY) during each of the last THREE 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. | |
| | EADNIEGE MONEY | (i) Digitally signed Tender Document should be submitted in Cover One. | |
| 6 | EARNEST MONEY DEPOSIT (EMD) | (a) The bidder shall furnish, as part of the technical bid, Bid Security | |
| | DEI OSII (EMD) | Declaration Formas per the Annexure-IV. | |
| | | (a) Bids not accompanied by Bid Security Declaration Form shall be | |
| 7 | DEDECORMANCE | DISQUALIFIED. (a) The performance security shall be submitted within FIFTEEN DAYS of | |
| 7 | PERFORMANCE SECURITY | | |
| | SECCRITI | receipt of the material by the IITPKD. The successful bidder shall furnish the Performance Security equal to 30% of the order / contract | |
| | | furnish the Performance Security equal to 3% 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. | |
| | | | |
| | | · · | |
| | | (b) The performance security shall be a bank guarantee (in the format as | |
| | | (b) The performance security shall be a bank guarantee (in the format as provided in Annexure-VII of the biding documents) issued by the Indian | |
| | | (b) The performance security shall be a bank guarantee (in the format as provided in Annexure-VII of the biding documents) issued by the Indian Scheduled bank acceptable to the IITPKD or a Demand Draft favoring, | |
| | | (b) The performance security shall be a bank guarantee (in the format as provided in Annexure-VII of the biding documents) issued by the Indian Scheduled bank acceptable to the IITPKD or a Demand Draft favoring, INDIAN INSTITUTE OF TECHNOLOGY PALAKKAD payable at | |
| | | (b) The performance security shall be a bank guarantee (in the format as provided in Annexure-VII of the biding documents) issued by the Indian Scheduled bank acceptable to the IITPKD or a Demand Draft favoring, INDIAN INSTITUTE OF TECHNOLOGY PALAKKAD payable at PALAKKAD. | |
| | | (b) The performance security shall be a bank guarantee (in the format as provided in Annexure-VII of the biding documents) issued by the Indian Scheduled bank acceptable to the IITPKD or a Demand Draft favoring, INDIAN INSTITUTE OF TECHNOLOGY PALAKKAD payable at PALAKKAD. (c) The performance security shall automatically become null and void once | |
| | | (b) The performance security shall be a bank guarantee (in the format as provided in Annexure-VII of the biding documents) issued by the Indian Scheduled bank acceptable to the IITPKD or a Demand Draft favoring, INDIAN INSTITUTE OF TECHNOLOGY PALAKKAD payable at PALAKKAD. (c) The performance security shall automatically become null and void once all the obligations of the Supplier under the Contract have been fulfilled, | |
| | | (b) The performance security shall be a bank guarantee (in the format as provided in Annexure-VII of the biding documents) issued by the Indian Scheduled bank acceptable to the IITPKD or a Demand Draft favoring, INDIAN INSTITUTE OF TECHNOLOGY PALAKKAD payable at PALAKKAD. (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 | |
| | | (b) The performance security shall be a bank guarantee (in the format as provided in Annexure-VII of the biding documents) issued by the Indian Scheduled bank acceptable to the IITPKD or a Demand Draft favoring, INDIAN INSTITUTE OF TECHNOLOGY PALAKKAD payable at PALAKKAD. (c) The performance security shall automatically become null and void once all the obligations of the Supplier under the Contract have been fulfilled, | |

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| 8 | BID PRICES AND CURRENCY | expiration. (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. (a) Prices must be quoted separately for each equipment/items identified. (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. (c) Prices quoted by the bidder shall be fixed during the validity of the bid. (d) Prices of the equipment/items shall be quoted in Indian Rupees |
| | | (INR) only. |
| 9 | CONFORMITY OF THE | (a) The Bidder shall furnish, as part of its bid, documents establishing the |
| | TENDER DOCUMENT | 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. |
| | | (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: i. A detailed description of the essential technical, functional and performance characteristics of the equipment/items that the Bidder is proposing to supply; ii. Technical details of the major subsystems/components of the |
| | | equipment/items; |
| 10 | PERIOD OF VALIDITY OF BIDS | (a) Bids shall remain valid for a period of 180 DAYS after the date of the deadline for submission of bids prescribed by IITPKD.(b) If the deadline is extended due to unforeseen circumstances, the bid validity shall be deemed to have extended accordingly. |
| 11 | MODIFICATION AND | (a) The Bidder may modify or withdraw the bid after submission only |
| 11 | WITHDRAWAL OF BIDS | through ONLINE mode, within the period of deadline for submission of bids. |
| | DUDGH A GEDAG DIGHT | (b) No bids can be modified subsequent to the deadline for submission of |
| | PURCHASER'S RIGHT TO ACCEPT/REJECT BIDS | Bids. (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. (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. (e) IITPKD reserves the right to negotiate with the Bidder whose bid has been evaluated as the lowest quote. |
| 12 | OPENING,EXAMINATI | (a) The Technical bids will be opened on the prescribed date and time as |
| 1 | ON,CLARIFICATION | mentioned in the Bid document in ONLINE mode. |

- non-responsive, not satisfying the technical requirements or both will not be considered and will be rejected.
- (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.
- (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.
- (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.
- (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.
- (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:
 - i. One that limits in any substantial way the scope, quality, or performance of the equipment/items; OR
 - 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
 - One that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.
- (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.
- (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.
- (j) IITPKD will evaluate the bids that have been determined to be substantially responsive.
- (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.
- (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 be rejected.

- (m) Preference to Make in India: 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:
 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.
 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 most bidder among the
 - 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.

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:

- 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.
- 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.
- 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.
- (n) Class-II Local Supplier will not get purchase preference.

13 SUPPLIER'S RESPONSIBILITIES

- (a) The Supplier's obligations involve:
 - i. Supply of equipment/items given in Tender Document.
 - ii. Making operational, the equipment/items (installation, commissioning, testing and validation of the equipment/items).
 - iii. Development of test methods and applications.
 - iv. Supply of Material (instruction/operation/maintenance manuals including drawings and application notes) and any other documents specified in the Contract.

| | | (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. |
| | | (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 |
| 4.4 | THE TOP CURPLY | such laws by the Supplier. |
| 14 | TIME FOR SUPPLY, | (a) The Supplier shall supply the equipment/items within the period |
| | INSTALLATION, | specified in the tender document i.e. within FOUR weeks of signing the |
| | COMMISSIONING AND VALIDATION OF THE | purchase order or within the period mutually agreed between IITPKD |
| | EQUIPMENTS/ITEMS | and supplier. All the equipment and accessories should be delivered at "IIT Palakkad (Nila Campus), Kanjikode-Malampuzha Road, |
| | EQUIPMENTS/TTEMS | Pudusserry West, Kanjikode, Kerala 678623". |
| | | (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. |
| | | (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. |
| | | (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. |
| 15 | TERMS OF PAYMENT / | (a) No Advance payment will be made for purchase. 100% payment will be |
| | TAX AND DUTIES | 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. |
| | | (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. |
| | | (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, |
| 1 | | 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. |
| | | 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 |
| | | Supplier shall be liable to pay the IITPKD the difference in two rates i.e. |

| | | (d) The Supplier should ensure payment of all taxes duties laying and |
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| | | (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. |
| 16 | PRODUCT UPGRADES | 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. |
| 17 | PENALTIES | (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. |
| | | (b) IITPKD reserves the right to terminate the contract if the Supplier |
| | | defaults on any of the time limits by more than FOUR weeks. |
| 18 | DEFECT LIABILITY | (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. |
| | | (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. |
| | | (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. |
| | | (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. |
| | | (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. |
| | | |
| | | |
| | | |

| 19 | INTELLECTUAL | (a) The Supplier hereby represents and warrants that the equipment/items |
|-----|--------------------|--|
| | PROPERTY RIGHTS, | as supplied, installed and commissioned along with its application |
| | WARRANTY AND | software and copying of manuals and other documents provided to |
| | INDEMNITY | IITPKD in accordance with the Contract does not and shall not infringe |
| | | any Intellectual Property Rights held by any third party. |
| | | |
| | | (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. |
| | | (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. |
| | | (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. |
| | | (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. |
| | | (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. |
| | | (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. |
| | | (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. |
| 20 | UP-TIME GUARANTEE/ | (a) The Supplier should provide up-time guarantee of 95% [24 (hours) X 7 |
| | DOWNTIME PENALTY | (days) X 365 (days)] basis during the warranty period. |
| | CLAUSE | (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. |
| 21 | LIQUIDATED | If a firm accepts an order and fails to execute the order, in full or part, as per |
| | DAMAGES | 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. |
| i l | | |

| 22 | EFFECT OF FORCE | (a) If the Supplier is prevented, hindered, or delayed from or in performing | | |
|----|-------------------|--|--|--|
| | MAJEURE | any of its obligations under the Contract by an event of Force Majeure, | | |
| | | then it shall notify the IITPKD in writing of the occurrence of such event | | |
| | | and the circumstances of the event of Force Majeure within FIFTEEN | | |
| | | DAYS after the occurrence of such event. | | |
| | | (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. | | |
| | | (c) No delay or non-performance by the Supplier caused by the occurrence | | |
| | | of any event of Force Majeure shall: | | |
| | | i. Constitute a default or breach of the Contract; | | |
| | | ii. Give rise to any claim for damages or additional cost or | | |
| | | expense occasioned by the delay or non-performance. | | |
| | | (d) If the performance of the Contract is substantially prevented, hindered, | | |
| | | or delayed for a single period of more than THIRTYDAYS or an | | |
| | | aggregate period of more than SIXTY DAYS 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. | | |
| 23 | EXTENSION OF TIME | (a) The time limit for supply, installation & commissioning, integration & | | |
| | LIMITS FOR SUPPLY | validation shall be extended if the supply is delayed or impeded in the | | |
| | AND MAKING | performance of any of its obligations under the Contract by reason of | | |
| | OPERATIONAL, THE | any of the following: | | |
| | EQUIPMENT | i. Any occurrence of Force Majeure; | | |
| | | ii. Any other matter specifically mentioned in the Contract; | | |
| | | (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. | | |
| | | (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. | | |
| 24 | ASSIGNMENT | The Supplier shall not, without the prior written consent of the IITPKD, | | |
| | | assign to any third party, the Contract or any part thereof. | | |
| 25 | GOVERNING LAW | (a) The Contract shall be governed by and interpreted in accordance with | | |
| | AND | the laws of India. | | |
| | SETTLEMENT | (b) Any dispute or claim arising out of/relating to this Contract of the | | |
| | OF DISPUTES | breach, termination or the invalidity thereof, shall be settled by the | | |
| | | Hon'ble Courts of Justice at Palakkad. | | |
| | | (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. | | |
| | | (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 | | |
| L | | regard will be entertained. | | |
| | | assigning any reason whatsoever. No further correspondence in this | | |
| | <u> </u> | 105mg will be entertained. | | |

AWARD OF CONTRACT

| 1 | AWARD CRITERIA | 1. | IITPKD will award the Contract to the Bidder whose bid |
|---|----------------|----|---|
| 1 | AWARD CHILDREN | 1, | has been determined to be substantially responsive and 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 |
| | | 2. | of Commerce and Industry, Govt. of India. The Institute reserves the right to buy different |
| | | 2. | items/quantity from different bidders considering price of |
| | | | individual/group of equipment/items or any other factors |
| | | | as decided by the Committee. 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. |
| | | 3. | P-45021/2/2017-PP (BE-II) dated 04 Jun 2020. A Self-Declaration Certificate regarding "Class-I/Class-II |
| | | 3. | Supplier" for the tendered items as per the Annexure-X is |
| | | | to be submitted. |
| | | 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. |
| | | 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. |
| | | 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. |
| | | 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. |
| | | 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 Tasting and Quality Cartification) |
| | | 9. | (Standardisation Testing and Quality Certification). 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. | |
|---|-------------------------|--|--|
| | | | as. 2 lakh or 1% of the tender |
| | | - | act(s) being procured (subject to a |
| | | • | |
| | | | whichever is higher, to be paid by |
| | | | eposited with STQC. In case, the |
| | | _ | e incorrect, the complaint fee shall |
| | | | e complaint is upheld and found to |
| | | • | deposited fee of the complainant |
| | | | out any interest. A mere complaint |
| | | | uisite fee shall not be considered |
| | | under any circumstances | |
| | | 11. False declarations will | be in breach of the Code of |
| | | Integrity under Rule 17: | 5 (1)(i)(h) of the General Financial |
| | | Rules for which a bidde | er or its successors can be debarred |
| | | for up to two years as | per Rule 151 (iii) of the General |
| | | Financial Rules along v | with such other actions as may be |
| | | permissible under law. | |
| 2 | AWARD OF PURCHASE ORDER | - | n of the period of bid validity, |
| | | | etter of Intent / Purchase Order to |
| | | the successful Bidder in | _ |
| | | - | e Purchase Order will be permitted |
| | | | of its issuance. No amendments |
| | | will be permitted beyond | _ |
| | | | ll constitute the foundation of the |
| | | Contract. | |
| 3 | CONTRACT AGREEMENT | | of receipt of the Purchase Order, |
| | | | nall sign and date its copy on each |
| | | page and return it to the | |
| | | | er duly signed and dated by the |
| | | Contract Agreement. | each page shall constitute the |
| 4 | CONTRACT DOCUMENTS / | | part of the Contract (and all parts |
| - | AMENDMENT TO CONTRACT | | are intended to be correlative, |
| | AMENDMENT TO CONTRACT | · · · · · · · · · · · · · · · · · · · | itually explanatory. The Contract |
| | | shall be read as a whole. | * * |
| | | | e of the Contract documents shall |
| | | be as follows: | e of the Contract documents shan |
| | | (i) Contract Agreement | t/Purchase Order |
| | | (ii) All Forms/Annexur | |
| | | (iii) equipment/items and | |
| | | (iv) Supplier's Bid | 4 |
| | | (v) Tender Document | |
| | | * / | variation of the Contract shall be |
| | | | |
| | | | |
| | | representative of each pa | |
| | | effective unless it is in verthe Contract and is | vriting, is dated, expressly refers to signed by a duly authorized |
| | | representative of each pa | arty to the Contract. |

REGISTRAR

TECHNICAL SPECIFICATIONS FOR EXHAUST GAS ANALYSER (5 GAS) AND SMOKE OPACITY METER FOR EMISSION MEASUREMENTS ON IC ENGINES

Scope of supply:

Portable Exhaust gas analyzer (CO, CO₂, NO_X, O₂, HC) and smoke opacity meter for petrol, diesel, bio diesel, LPG, CNG or equivalent fuels. The analyzer should be of some reputed brand.

| Module | Gas Species/ Measurand | Measuring Range | Resolution/Accuracy |
|--|---------------------------|--|---|
| Exhaust gas | СО | 0 to 15% vol. or Equivalent | 0.01 % vol./ \pm 0.02 % vol or better |
| analyser (5 Gas) | CO ₂ | 0 to 20% vol. or Equivalent | 0.01 % vol./ \pm 0.02 % vol or better |
| NO _X 0 to 5000 ppm vol. or Equiva | | 0 to 5000 ppm vol. or Equivalent | 1 ppm/± 5 ppm or better |
| | O_2 | 0 to 25 % vol. or Equivalent | 0.01 % vol./ \pm 0.02 % vol or better |
| | НС | 0 to 30000 ppm vol. or Equivalent | 1 ppm/± 5 ppm or better |
| Smoke Opacity | Opacity | 0 to 100 % or Equivalent | 0.1 % or better |
| Meter | Absorption (K value) | 0 to 99.99 m ⁻¹ or Equivalent | 0.01 m ⁻¹ or better |

Operating voltage: 230V, 50 Hz AC or 36 V DC

PC interface: USB/ RS 232 with associated software for data logging through personal computer

Documentation: Vendor should provide required instruction manuals for operating and maintenance of the equipment 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.

Other features:

- i. The model should be compact and portable
- ii. LCD display unit and user friendly options for monitoring the emissions
- iii. Power supply adapters and cables should be provided
- iv. Measurement probes and hoses should be provided
- v. USB/Serial port connection with cable for data acquisition through PC
- vi. CD containing Software for continuous data logging through PC
- vii. Interface with Mobile App (desirable)
- viii. Competence for hardware/software upgrade at any later stage
- ix. Wide temperature range
- x. Ability to operate in both AC and DC power source
- xi. Power save/ auto switch off mode options
- xii. Automatic calibration

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 EXHAUST GAS ANALYZER AND SMOKE METER 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 **EXHAUST GAS ANALYZER AND SMOKE METER** 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 EXHAUST GAS ANALYZER AND SMOKE METER 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)

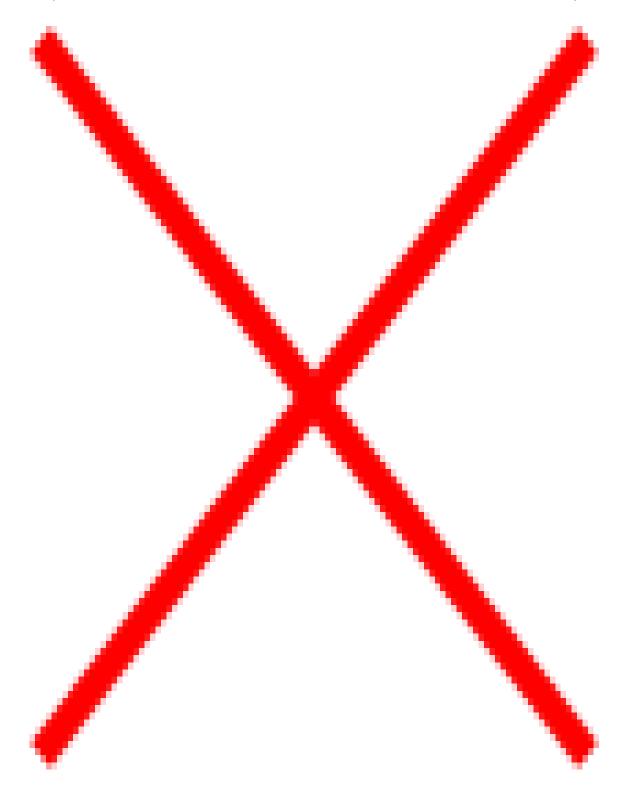
| (| / |
|--|--------|
| A. SELF-DECLARATION | |
| Self-Declaration to be submitted by the firm as per the order No. 45021/2/2017-PP(BE-II) dated 04- | |
| 06-2020 from Department for promotion of Industry and Internal Trade (Public Procurement | |
| Section), Ministry of Commerce and Industry. | |
| B. COMPANY PROFILE | |
| 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) | |
| C. Alliances for the Purpose of this Bid, if applicable (Upload supporting document) | |
| Details of Alliance(s) | |
| Type of Alliance(s) | |
| D. Financial Background of the Firm - Annual Turnover | |
| (Upload supporting document signed by Competent Authority) | |
| 2017-18 | |
| 2018-19 | |
| 2019-20 | |
| E. Others | |
| 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) | |
| Note: | |
| 1) The local supplier at the time of bidding shall submit the Self declaration form mentioning | ng the |
| minimum local content and details of location(s) at which value additions are made. | |
| 2) False declarations pertain to self-declaration form will lead to disqualification of bid | s and |

- 2) False declarations pertain to self-declaration form will lead to disqualification of bids and blacklisting of the firm.
- 3) Supporting Documents, wherever asked for, shall be uploaded along with the Bid, without which the Bid shall be rejected outright.

BID SECURITY DECLARATION FORM

| Date: | Tender No |
|--|---|
| To (insert complete name and addr | ress of the purchase) |
| I/We. The undersigned, declare that | ıt: |
| I/We understand that, according to | your conditions, bids must be supported by a Bid Securing Declaration. |
| | ualified from bidding for any contract with you for a period of one year from the in a breach of any obligation under the bid conditions, because I/We |
| bid validity specified in thb) Having been notified of th | ne acceptance of our Bid by the purchaser during the period of bid validity (i) fail ontract, if required, or (ii) fail or refuse to furnish the Performance Security, in |
| | Declaration shall cease to be valid if I am/we are not the successful Bidder, upon ur notification of the name of the successful Bidder; or (ii) thirty days after the Bid. |
| Signed: in the capacity of (insert | (insert signature of person whose name and capacity are shown) legal capacity of person signing the Bid Securing Declaration) |
| Name: (insert | complete name of person signing he 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 Venture that submits the bid) | , the Bid Securing Declaration must be in the name of all partners to the Joint |
| | the <u>letterhead of the quoting firm</u> and should be signed by a Competent is will lead to DISQUALIFICATION of bids. |

<u>COMMERCIAL BID</u>
(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:

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

FORMAT OF PERFORMANCE SECURITY

| 1. This deed of Guarantee made this day of | | |
|---|----------------------------------|---------------------------------------|
| "Bank") of the one part, and Indian Institute of Tecl | hnology Palakkad (hereinafter | called "the Purchaser") of the other |
| part. 2. Whereas the Purchaser has awarded the con- | tract for Supply Installation | Commissioning Integration and |
| | | reinafter called the contract) to |
| | d the Supplier); (Name of the | |
| 3. AND WHEREAS the Supplier is bound by the sa | aid Contract to submit to the F | Purchaser a Performance Security for |
| a total amount of Rs(Amount in figure | | |
| 4. Now, I/we the undersigned, being fully authorize | | |
| name of(Full name) | ne of Bank), hereby declare t | hat the said Bank will guarantee the |
| Purchaser the full amount of Rs (A 5. After the Supplier has signed the aforemention | | |
| Purchaser, any amount up to and inclusive of the at | | |
| to indemnify the Purchaser for any liability of dar | | |
| under the Contract mentioned above, whether these | | |
| deliver the money required by the Purchaser immed | | |
| and without the necessity of a previous notice of | | |
| necessary to prove to the Bank liability or damages | | |
| Bank shall pay to the Purchaser any money so dema | | |
| in any suit or proceedings pending before any Cou | art relating thereto and the lis | ability under this guarantee shall be |
| absolute and unequivocal.6. This Guarantee is valid for a period of thirty six | y months from the data of si | aning (Initial period for which this |
| Guarantee will be valid must be for at least thirty | | |
| period). | (30) days longer than the ant | respaced expiry date of the warranty |
| 7. At any time during the period in which this (| Guarantee is still valid, if th | e Purchaser agrees to grant a time |
| extension to the Supplier or if the Supplier fails to | | |
| Contract, or fails to discharge himself of the liabilit | ry or damages as stated under | Para 5 above, the Bank shall extend |
| this Guarantee under the same conditions for the r | required time on demand by | the Purchaser and at the cost of the |
| Supplier. | | |
| 8. The Guarantee herein before contained shall not | t be affected by any change in | n the Constitution of the Bank or of |
| the Supplier. Of The neglect or forbearance of the Burcheser in a | enforcement of neumant of o | ny monaya tha naymant wharaaf is |
| 9. The neglect or forbearance of the Purchaser in orintended to be hereby secured or the giving of times | | |
| the bank of its liability under this deed. | by the furchaser for the pay | ment hereof shan in no way reneve |
| 10. The expressions "the Purchaser", "the Bank" ar | nd "the Supplier" herein befor | e used shall include their respective |
| successors and assigns. | 11 | 1 |
| In witness whereof I/We of the bank have | | uarantee on the day of |
| (Month & Year) being herewith duly a | | |
| For and on behalf of the Bank. | | |
| Signature of Authority | | |
| Name of the Official Name: | Designation: | |
| Stamp/Seal of the Bank: | 2 to grant on t | |
| Signed, sealed and delivered for and on behalf of th | e Bank by the above named | in the presence of: |
| • | • | |
| Witness 1 | Witness 2 | |
| Signature | Signature | ••••• |
| Name | Name | |
| Address | 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

Note:

This letter should be on the <u>letterhead of the quoting firm</u> 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 |

Note:

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

the excess charged amount from the subsequent/unpaid bill of the supplier.

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/.)