

**NOTICE INVITING TENDER FOR CONSTRUCTION OF TEMPORARY LABS
AT IIT PALAKKAD. SH: SUPPLY, INSTALLATION, TESTING AND
COMMISSIONING OF 3 STAR RATED INVERTER SPLIT AC UNITS FOR
TEMPORARY LABS FOR NILA AND PERMANENT CAMPUSES**

Tender No. 17/IITPKD/EWD/2020-21/021

Date/Time of Publication: 31-03-2021, 1500 hrs

Date/Time of Closing: 15-04-2021, 1500 hrs



IIT PALAKKAD

Engineering works Department
Indian Institute of Technology Palakkad (Nila Campus)
Near Gramalakshmi Mudralayam, Kanjikode West,
Palakkad – 678 623
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1. GENERAL

- 1.1. Indian Institute of Technology Palakkad (hereinafter called “IITPKD”) invites online Tenders under Two-Bid System as per the specifications given in Annexure-I.
- 1.2. The tender documents may be downloaded from <https://mhrd.euniwizarde.com/>. Last date/time for submission of the bids in ONLINE mode is **15-04-2021, 1500 hours**. The bids will be opened by the duly constituted Committee or The Chairman, Engineering Works Department, through online mode. The technical bids will be opened and examined by a technical committee or Engineering Works Department, which will decide the suitability of the bid as per the specifications and requirements of IITPKD. Only those who qualify in the technical evaluation will be graduated to the opening of financial bids. In case of any holiday or unforeseen closure of the institute on the scheduled day of opening of the bids, the bids will be opened on the next working day at the same time, but the deadline for submission of bids remains the same as indicated above.
- 1.3. The bids shall be submitted online in MHRD Portal (<http://mhrd.euniwizarde.com/>)
- 1.4. The responsibility of submission of the bids on or before the last date shall rest with the tenderer.
- 1.5. The timeline for the NIT is as mentioned below:

S. No.	Events	Date and Time
1	Last date for submission of online tenders	15-04-2021, 1500 hours
2	Opening of Technical Bids	15-04-2021, 1530 hours

- 1.6. 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 Laws of India. Such action will result in the rejection of the bid, in addition to other punitive measures.
- 1.7. Each tenderer shall submit only one bid, either by himself or as a partner in a joint venture or as a member of 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.
- 1.8. 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.
- 1.9. The Tender Document is not transferable. The bidder shall make a copy of the tender document before submitting the same to the concerned office.
- 1.10. IITPKD will respond to any request for clarification or modification of the Tender Document that is received up to FIVE (05) 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 in writing at the address mentioned. Any such clarification, together with all details on which the clarification had been sought, will be published in the website.
- 1.11. Except for any such written clarification by the Institute, which is expressly stated to be an addendum to the tender document issued by the Chairman, EWD, 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.

2. ADDENDUM IN THE TENDER DOCUMENT

- 2.1. 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 addendum(s).
- 2.2. Addendum will be intimated through the MHRD portal and the bidders shall ensure that the addendums are carried out in the bid before submission. The addendums will not be published in newspapers. Bidders should regularly visit the MHRD portal to keep themselves updated.
- 2.3. No extension in the bid due date/ time shall be considered on account of delay in submission of bid.

2.4. COMPOSITION OF THE TENDER DOCUMENT

The Tender Document comprises of:

- (a) Instruction to the bidders including terms and conditions
- (b) Schedule of Quantity (Annexure-I)
- (c) Pre-qualification Criteria (Annexure-II)
- (d) Techno-Commercial Parameters (Annexure-III)
- (e) Commercial Bid (Annexure-IV)
- (f) Compliance Statement (Annexure-V)
- (g) Format of Performance Security (Annexure-VI)
- (h) Declaration (Annexure-VII)
- (i) Fall clause notice certificate (Annexure-VIII)
- (j) Bid Security Declaration (Annexure – IX)
- (k) Procedure for Submission of E-Tender (Annexure- X)

2.5. The bidder is expected to examine all instructions, forms, terms and conditions in the bid 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 bid Document in every respect will be at the bidder's risk and may result in rejection of the bid.

2.6. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Document.

3. LANGUAGE/FORMAT/SIGNING OF THE BID

3.1. 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.

3.2. 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.

3.3. The bid shall not contain any internalizations, 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.

4. DOCUMENTS COMPRISING THE BID

4.1 The Technical and the Commercial Bids shall be submitted online through MHRD portal (<https://mhrd.euniwizarde.com/>)

4.2 Bids submitted in any mode other than ONLINE will be rejected outright.

4.3 The bidder shall furnish, as part of the technical bid, Bid Security Declaration Form as per the Annexure IX. Bids not accompanied by Bid Security Declaration Form shall be DISQUALIFIED.

4.4 Documents establishing 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 item 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.

4.5 Compliance or Confirmation report with reference to the specifications and other terms and conditions should also be obtained from the principal.

4.6 Information related to the agency/bidder such as photocopies of the Registration/PAN/GST/TIN shall be furnished.

4.7 The technical bid should consist of all technical details along with commercial terms and

conditions. No prices should be included in the technical bid. Financial Bid should indicate item-wise prices for the items mentioned in the technical bid.

4.8 Bidders, who are bidding for this NIT shall,

Digitally signed tender documents should be submitted in Cover One.

5. BID PRICES

5.1. Prices must be quoted separately for each item identified.

5.2. Price quoted for the item must include all costs associated with packing, transportation, insurance, delivery of material, loading and unloading on DOOR DELIVERY basis to the institute including its supply, installation testing and commissioning.

5.3. Rate shall be inclusive of GST and shall not be added separately.

5.4. Prices quoted by the bidder shall be fixed during the validity of the bid.

6. BID CURRENCY

6.1. Prices of the items shall be quoted in Indian Rupees.

7. CONFORMITY OF THE TENDER DOCUMENT

7.1. The bid document consisting of specifications, the schedule of quantities of various items to be executed and the terms and conditions of the contract and other necessary documents except Standard General Conditions of Contract can be seen in the tender document

7.2. The documentary evidence of conformity of the item to the Tender Document may be in the form of written descriptions supported by literature/diagrams/certifications, including:

(a) A detailed description of the essential technical, functional and performance characteristics of the material that the Bidder is proposing to construct;

(b) Technical details of the major sub items /subsystems/components of the item;

9. PERIOD OF VALIDITY OF BIDS

Bids shall remain valid for a period of 180 days after the date of deadline for submission of bids prescribed by the Institute.

9. MODIFICATION AND WITHDRAWAL OF BIDS

9.1. The Bidder may modify or withdraw the bid after submission only through ONLINE mode, within the period of deadline for submission of bids.

9.2. No bids can be modified subsequent to the deadline for submission of Bids.

9.3. No bids can be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period.

10. OPENING AND EXAMINATION OF BIDS

10.1. The Technical bids will be opened on the prescribed date and time as mentioned in the Bid document in ONLINE mode.

10.2. The Institute will evaluate the technical bids. Those bids, whose technical bids fulfill the technical requirements and are responsive to the tender requirements will be considered for opening their financial bids. Those bids which found to be either non-responsive, not satisfying the technical requirements or both will not be considered for opening their financial bids and will be rejected.

10.3. The financial bid of the successful bidder on the basis of evaluation as mentioned will be considered for the next stage for opening.

10.4. The Institute 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.

10.5. 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.

10.6. The Institute 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.

10.7. Prior to the detailed evaluation, the Institute 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:

- (a) One that limits in any substantial way the scope, quality, or performance of the item; OR
- (b) One that limits, in any substantial way that is inconsistent with the Tender Document, the Institute rights or the successful Bidder's obligations under the Contract: and

10.8. One that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.

10.9. If a bid is not substantially responsive, it shall be rejected by the Institute and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

10.10. The Institute determination of bid responsiveness will be based on the contents of the bid itself and any written clarifications submitted by the Bidder.

11. CLARIFICATION OF BIDS

During the bid evaluation, the Institute 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.

12. EVALUATION OF RESPONSIVE BIDS

The Institute will evaluate the bids that have been determined to be substantially responsive.

13. CONTACTING THE PURCHASER

From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Institute on any matter related to the bid, it shall do so in writing.

If a Bidder tries to directly influence the officials or otherwise interfere in the bid evaluation process and the Contract award decision, his bid shall be rejected.

14. AWARD CRITERIA

The Institute will award the Contract to the Bidder, whose bid has been determined to be substantially responsive for technical bid and evaluated as the lowest quote.

The Institute reserves the right to buy different items/quantities from different bidders considering price of individual/group of item or any other factors as decided by the Committee.

15. INSTITUTE RIGHT TO ACCEPT/REJECT BIDS

The Institute 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.

The Institute reserves the right to negotiate with the Bidder, whose bid has been evaluated as the lowest quote.

16. AWARD OF WORK/PURCHASE ORDER

Prior to the expiration of the period of bid validity, the institute will issue the Letter of Intent / Work /Purchase Order to the successful Bidder in writing.

The Work/Purchase Order will constitute the foundation of the Contract.

17. CONTRACT AGREEMENT

Within fifteen (15) days of receipt of the work Order, the successful Bidder shall sign and date its copy on each page and return it to the Chairman EWD, along with the Performance Security.

Copy of Purchase Order duly signed and dated by the successful Bidder on each page shall constitute the Contract Agreement.

18. PERFORMANCE SECURITY

Within fifteen (15) days of receipt of notification of award from the Chairman EWD, the successful Bidder shall furnish the performance security equal to 3% of the Contract value . 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.

The performance security shall be a bank guarantee (in the format as provided in (in the format as provided in Annexure-VI of the bidding documents) issued by any Scheduled Bank in India acceptable to the Purchaser or a Demand Draft favoring, INDIAN INSTITUTE OF TECHNOLOGY PALAKKAD payable at PALAKKAD.

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 returned to the Supplier not later than fifteen (15) days after its expiration.

19. CONTRACT DOCUMENTS

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.

The order of precedence of the Contract documents shall be as follows:

Contract Agreement

All other Forms

Partition /Hardware and their requirements

Supplier's Bid

Tender Document

20. AMENDMENT TO CONTRACT

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.

21. SUPPLIER'S/CONTRACTORS RESPONSIBILITIES

The Supplier's obligations involve:

Supply of items given in Tender Document.

- Making operational, the item (installation, commissioning, testing and validation of the material).
- The Contractor/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 item as if such work and/or items and materials were expressly mentioned in the Contract.
- The Contractor/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.

22. TIME FOR SUPPLY, INSTALLATION, COMMISSIONING AND VALIDATION OF THE ITEM

The agency shall complete the work within the period specified in the tender document i.e. within **30 days** from the date of issue work order of signing the work order or within the period mutually agreed between Institute and supplier.

In the event of failure of supply of the item within the stipulated delivery schedule, the Institute has all the right to purchase the item from other sources on the total risk of the Supplier under the risk purchase clause.

23. TERMS OF PAYMENT

No Advance payment will be made for purchase. 100% payment will be released after satisfactory delivery, acceptance, installation, commissioning, integration and validation of the item and against the installation report/work completion certification by the concerned engineer in charge/Chairman EWD.

24. TAXES AND DUTIES

The Contractor/Supplier should ensure payment of all taxes, GST duties, levies and charges assessed by all municipal, state or national government authorities, in connection with the Goods and Services supplied under the Contract. Nothing extra shall be paid on any account. Rates quoted shall be inclusive of taxes and duties

25. PENALTIES

If the Supplier fails to complete any of the activities in accordance with the time specified for it, or any extension of the time granted by the Institute, the Contractor/Supplier shall pay to the Institute, penalties at the rate specified in the Tender document.

The Institute reserves the right to terminate the contract if the Supplier defaults on any of the time limits by more than 45 days.

26. DEFECT LIABILITY

The Contractor/Supplier warrants that the item, including all subassemblies and components provided, shall be free from defects in the design, engineering/manufacturing, workmanship and performance that prevent the item and/or any of its subassemblies and components from fulfilling the requirements or that limit in a material fashion the operation, reliability, accuracy, sensitivity and precision of the item, its subassemblies 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.

The warranty period of **12 MONTHS** shall commence from the date of validation/installation of the equipment and hardware and shall extend for the length of time specified in the tender document supra.

If during the warranty period any defect found in the equipment, the Supplier shall promptly, at its sole cost, repair or otherwise make good such defect as well as any damage to the equipment/hardware caused by such defect. Any defective equipment, subassembly or component that has been replaced by the Supplier shall become the property of the Supplier and the new substituted/replaced material in good condition shall become the property of the Institute.

Any defects are such major repair carried out in the material during the warranty period should suitably be replaced with the desired satisfaction of the institute

If the contractor did not address the defects within the time frame or without proper response in communication, then the Institute has its rights to repair the same and recover repairing expenses from the retention.

27. WARRANTY AND INDEMNITY

The agency hereby shall indemnify and hold harmless the Institute from and against any and/or losses, liabilities and costs (including losses, liabilities and cost incurred in defending a claim alleging such a liability), the Institute may suffer because of any infringement or alleged infringement of any Intellectual Property Rights.

The offer should clearly specify the warranty or guarantee period for the items. Any extended warranty offers from the same shall be mentioned separately.

28. EFFECT OF FORCE MAJEURE

If the agency is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the Institute in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fifteen (15) days after the occurrence of such event. The Contractor/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 Institute right to terminate the Contract.

No delay or non-performance by the Supplier caused by the occurrence of any event of Force Majeure shall:

Constitute a default or breach of the Contract.

Give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance.

If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than THIRTY days or an aggregate period of more than SIXTY days on account of one or more events of Force Majeure, the institute shall have the right to terminate the Contract by giving a notice to the Supplier

29. EXTENSION OF TIME LIMITS FOR SUPPLY AND MAKING OPERATIONAL, THE ITEM

The time limit for supply, installation & commissioning, integration & 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:

Any occurrence of Force Majeure.

Any other matter specifically mentioned in the Contract.

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.

30. ASSIGNMENT

The agency shall not assign to any third party of the awarded Contract or any part thereof without the prior written consent of the Institute

31. GOVERNING LAW

The Contract shall be governed by and interpreted in accordance with the laws of India.

32. SETTLEMENT OF DISPUTES

Any dispute or claim arising out of/relating to this Contract or the breach, termination or the invalidity thereof, shall be settled by the Hon'ble Courts of Justice at Palakkad.

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-VII.

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.

ANNEXURE – I

SCHEDULE OF QUANTITY

Sl. No.	Description	Quantity	
1	Supply, installation, testing and commissioning of following capacity inverter split type air conditioner with eco-friendly refrigerant gas suitable for 230 V, 50 Hz A.C. supply. The condenser and evaporator coils should be of copper make complete with copper piping(HP & LP) of length not less than 3 mtrs i/c insulation with nitrile rubber of suitable thickness , interconnection, electrical connections, pre-fabricated M.S. Powder coated stand for mounting outdoor unit etc complete as required.		
1.1	1.5 Ton 3 star rated inverter technology	38	Nos
1.2	2 Ton 3 star rated inverter technology	8	Nos
2	Supply and installation of following voltage stabilizer suitable for operation on 230V, 50 HZ AC supply i/c connections, testing, etc as required.		
2.1	For 1.5 Ton AC unit (V-guard - VG 400 or Equivalent make)	38	Nos
2.2	For 2.0 Ton AC unit (V-guard - VG 500 or Equivalent make)	8	Nos
3	Supplying and fixing of the following refrigerant piping of hard drawn copper including accessories, jointing/brazing etc duly insulated with Class-O nitrile tubular rubber sections with suitable adjustable ring type hanger supports etc complete as required.		
3.1	5/8-inch Gas line with 13mm thick insulation for 2 ton	20	Mtr
3.2	1/2-inch Gas line with 13mm thick insulation for 1.5 ton	30	Mtr
3.3	Liquid line with 13mm thick insulation	50	Mtr
4	Supply and installation of rigid PVC drain piping of following diameter and insulated with 6mm thick tubular insulation of closed cell elastometric nitrile rubber with density not less than 80Kg/cubic meter as required.		
4.1	25 mm dia	280	Mtr
5	Supplying and fixing of following sizes of PVC Pipe along with the accessories in surface / recess with suitable clamp etc complete as required. (for covering the refrigerant pipe in outdoor)		
5.1	75mm PVC Pipe (6Kg/Sq.Cm)	280	Mtr

NOTE: Concessional GST@ 5% will be paid extra against GOI Notification No. 45 & 47/2017, dated 14.11.2017 against Proforma Invoice.
TDS @ 2% will be deducted as per CBEC Circular No.65/39/2018-DOR dated 14.09.2018.

PRE-QUALIFICATION CRITERIA FOR BIDDERS

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

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

1. The bidder should be either an Original Equipment Manufacturer (OEM) or should be an authorized representative (provide documentary proof) of an OEM.
2. Either the bidder can bid on behalf of the Principal/OEM or Principal/OEM itself can bid, but both cannot simultaneously bid for the same item. Also, if the bidder submits a bid on behalf of a particular Principal/OEM, the same bidder cannot submit another bid on behalf of another Principal/OEM. However, the bidder can submit bids for multiple items from the same Principal/OEM.
3. The bidder must have a registered office in Karnataka/Tamil Nadu/Telangana/Andhra Pradesh or Kerala. Certificate of registration for the offices to be provided.
4. The bidder must preferably have a service center in Karnataka/Tamil Nadu/Telangana/Andhra Pradesh or Kerala. Certificate of registration for the centers to be provided. Details about scope of service activities provided by the service centers must be provided.
5. The bidder must provide detailed specification of each equipment/item. Model numbers, data sheets and brochures 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.

**ANNEXURE-III
TECHNO-COMMERCIAL BID**

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

A. 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)
B. Alliances for the Purpose of this Bid, if applicable (Upload supporting document)
Details of Alliance(s)
Type of Alliance(s)
C. Experience/Credentials
D. Service Support and Availability of Spares in India
Location and Address of Service Centres
Whether the OEM offers any service
Whether the service set up maintains stock of Essential Spares in India
Lead time for Supply of Essential Spares
E. Others
Has the firm ever been debarred/blacklisted by any Govt. Organization/Dept.? If 'yes' the details thereof. Upload (supporting document)
Note: Supporting Documents, wherever asked for, shall be uploaded along with the Bid, without which the Bid shall be rejected outright.

ANNEXURE-IV

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

APPROPRIATE FORMAT UPLOADED IN COVER II

Note:

- 1. Break up for the Prices, if applicable, shall be submitted in an appropriate format.**
2. Price quoted for equipment must include all costs associated with packing, transportation, Insurance, delivery of equipment, loading and unloading on **DOOR DELIVERY** basis to the NILA Campus of **IIT Palakkad** including its installation, commissioning, integration and validation
3. Quotes not indicating the **STANDARD WARRANTY OF 12 MONTHS**, as per the above requirement shall be **REJECTED** outright.
4. Rates quoted shall be exclusive of taxes and duties.
5. Taxes and duty components should be mentioned separately.
6. Maximum educational discount as could be offered should be mentioned.
7. Concessional GST@ 5% will be paid extra against GOI Notification No. 45 & 47/2017, dated 14.11.2017 against Proforma Invoice.
8. TDS @ 2% will be deducted as per CBEC Circular No.65/39/2018-DOR dated 14.09.2018.
9. **Do not quote the optional items or additional items unless otherwise mentioned in the Tender document / specifications.**

ANNEXURE-V
COMPLIANCE STATEMENT
(Part of Technical Bid)

The vendor shall,

1. Prepare, sign and submit the Compliance Statement of the specification of the item 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.
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 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/make quoted by the vendor	Vendor's specification complies with IIT 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

Annexure-VI
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 item) (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 the 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 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 Signature

Name Name

1 Address Address

ANNEXURE-VII
DECLARATION

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 _____ .

Signature and Seal of the Bidder

ANNEXURE-VIII

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 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.

BID SECURITY DECLARATION FORM

Date :

Name of Work/Item Description:

Tender No. and Date:

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. (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 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, 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.

ANNEXURE - X

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

- (i) Bidders to enroll on the e-Procurement module of the portal <https://mhrd.euniwizarde.com/> by clicking on the link “Bidder Enrolment”.
- (ii) The bidders 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.
- (iii) 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.
- (iv) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse. Foreign bidders are advised to refer “DSC details for Foreign Bidders” for Digital Signature requirements on the portal.
- (v) 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

- (i) 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.
- (ii) 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.
- (iii) 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

- (i) Bidders should take into account any corrigendum published on the tender document before submitting their bids.
- (ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- (iii) 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 documents that needs to be submitted. Any deviations from these may lead to rejection of the bid.
- (iv) Bidders, 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

- (i) 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.

- (ii) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (iii) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.
- (iv) 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.
- (v) 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.
- (vi) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (vii) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- (viii) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.

5. ASSISTANCE TO BIDDERS

- (i) 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.
 - (ii) 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/>.)
 8. The bidders should download the BoQ and Quote price for given items. After quoting the same downloaded file should be uploaded.