



IIT PALAKKAD

Indian Institute of Technology Palakkad

भारतीय प्रौद्योगिकी संस्थान पालक्काड

Nurturing Minds For a Better World

NOTICE INVITING TENDER FOR

Name of work : Supply and filling of 24000 liters of HSD (High Speed Diesel) to the existing UG fuel tank near H2 block at Sahyadri Campus of IIT Palakkad

Sl. No.	Events	Date and Time
1	Notice Inviting BID (NIT) No.	17/ IITPKD/EWD/2023-24/052
2	Date of Publication	05-01-2024
3	Date / Time of closing	19-01-2024, 1500 hrs
4	Opening of Bid	19-01-2024, 1545 hrs
5	Estimated Cost put to bid	Rs. 21,76,747/-
6	Earnest Money Deposit (EMD)	Rs.43,550/-

Engineering works Division
Indian Institute of Technology Palakkad (Nila
Campus) Near Gramalakshmi Mudralayam,
Kanjikode West, Palakkad – 678 623-
Email: ewd-@iitpkd.ac.in

1. GENERAL

- 1.1. Indian Institute of Technology Palakkad (hereinafter called "IITPKD") invites online Tenders under single 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 **19-01-2024, 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. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid is an offense under Laws of India. Such action will result in the rejection of the bid, in addition to other punitive measures.
- 1.6. 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.
- 1.7. 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.
- 1.8. The Tender Document is not transferable. The bidder shall make a copy of the tender document before submitting the same to the concerned office.
- 1.9. 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.
- 1.10. 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. EARNEST MONEY DEPOSIT (EMD)

- 2.1. The bidder shall furnish EMD of **Rs.43,550/- (Rupees Forty Three Thousand Five Hundred and Fifty Only)** through an online payment gateway in the E-Wizard.
- 2.2. Bids not uploaded by EMD shall be DISQUALIFIED
- 2.3. EMD of the successful bidder shall be returned after signing of the contract agreement.
- 2.4. EMD shall be forfeited
 - a. if the bidder withdraws his bid during the period of validity of the tender.
 - b. if the successful bidder refuses or neglects to execute the contract.

3. ADDENDUM IN THE TENDER DOCUMENT

- 3.1. 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).
- 3.2. Addendum will be intimated through the E- Wizard 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.
- 3.3. No extension in the bid due date/ time shall be considered on account of delay in submission of bid.

4. COMPOSITION OF THE TENDER DOCUMENT

- 4.1. The Tender Document comprises of:
- 4.2. Instruction to the bidders including terms and conditions
- 4.3. Schedule of Quantity (Annexure-I)
- 4.4. 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.
- 4.5. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Document.

5. LANGUAGE/FORMAT/SIGNING OF THE BID

- 5.1. 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.
- 5.2. 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.
- 5.3. 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.

6. DOCUMENTS COMPRISING THE BID

- 6.1. The Bids shall be submitted online through MHRD portal (<https://mhrd.euniwizarde.com/>)
- 6.2. Bids submitted in any mode other than ONLINE will be rejected outright.
- 6.3. No prices should be entered in the eligibility bid. Mentioning of Prices in any of the eligibility documents shall lead to disqualification.
- 6.4. The bidder shall be either the filling station of the refinery or approved supplier of the refinery. Proof of document to be uploaded. If the bidder is the filling station of the refinery or approved supplier, a copy of Dealership certificates should be uploaded.
- 6.5. Information related to the agency/bidder such as photocopies of the Registration/PAN/GST/TIN shall be furnished.

7. BID PRICES

- 7.1. Prices must be quoted separately for each item identified.
- 7.2. Price quoted must include all costs of transportation, insurance, and filling the same in the existing fuel tank at Near H2 Block, Sahyadri campus.
- 7.3. Rate shall be inclusive of GST and shall not be added separately.
- 7.4. Prices quoted by the bidder shall be fixed during the validity of the bid.

8. BID CURRENCY

Prices of the items shall be quoted in Indian Rupees.

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.

10. MODIFICATION AND WITHDRAWAL OF BIDS

- i. The Bidder may modify or withdraw the bid after submission only through ONLINE mode,
- ii. within the period of deadline for submission of bids.
- iii. No bids can be modified subsequent to the deadline for submission of Bids.
- iv. No bids can be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period.

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. 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.

13. 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.

14. 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.

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

16. 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 uploaded

Tender Document uploaded

17. 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.

18. SUPPLIER'S/CONTRACTORS RESPONSIBILITIES

The Supplier's obligations involve:

Supply of items given in Tender Document.

The Supplier shall comply with all laws in force in India. The laws will include all national, provincial, municipal or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless, the Purchaser from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature, arising or resulting from the violation of such laws by the Supplier.

19. TIME FOR SUPPLY

I. The supplier shall supply all the available material immediately after issue of order

II. However the entire supply shall be completed within 30 days.

III. In the event of failure of supply of the item within the stipulated delivery schedule, the Purchaser has all the right to purchase the item from other sources and such items will be deducted from the supply order.

20. TERMS OF PAYMENT

No advance payment shall be made. 100% Payment made can be made against tax invoice after supply and certification by the Engineer in charge, EWD.

21. EXTENSION OF TIME LIMITS FOR SUPPLY

The time limit for supply, installation and commissioning, integration and validation shall

be extended if the supply is delayed or impeded in the performance of any of its obligations under the Contract due to justified reasons and not otherwise. Such time limit shall be fair and reasonable under all the circumstances and shall fairly reflect the delay or impediment sustained by the supplier.

22. GOVERNING LAW

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

23. 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.

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

Name of work: Supply and filling of 24000 liters of HSD (High Speed Diesel) to the existing UG fuel tank near H2 block at Sahyadri Campus of IIT Palakkad

Sl.no.	Description	Quantity	Unit
1	Supply and filling of HSD (High Speed Diesel) to 35KL capacity UG Fuel tank.	24,000	Liters

LIST OF PREFERRED MAKES

Sl. No	Item Description	List of Preferred Brands/Make/Model No
1	Supply of HSD (High Speed Diesel)	Indian Oil/BPCL/HPCL
2	Any other item not mentioned above	With prior approval of the Engineer-in-charge