

Indian Institute of Technology Palakkad भारतीय प्रौद्योगिकी संस्थान पालक्काड 678 557 STORES & PURCHASE SECTION Email: purchase@iitpkd.ac.in

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GeM Availability Report (GeMAR&PTS) ID : GEM/GARPTS/22012021/YDZZNEOLZEN3 dated 22-01-2021

### Tender No. IITPKD/PHY/SSM/064/2020-21 Date of Publication: 27-01-2021 Date/Time of Closing: 16-02-2021, 1500 hrs

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

## SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF SINGLE PHOTON COUNTING MODULE

Conforming to the specifications as in Annexure-I.

Tender Documents may be downloaded from the e-Wizard Portal <u>https://mhrd.euniwizarde.com/</u>. Aspiring Bidders who have not enrolled / registered in e-Wizard should enroll / register before participating through the website <u>https://mhrd.euniwizarde.com/</u>. 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 <u>https://mhrd.euniwizarde.com/</u>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	27-01-2021
1	Last Date/Time for submission of ONLINE Bids	16-02-2021, 1500 hours
3	Opening of Technical Bids	<b>16-02-2021</b> , 1515 hours

# TERMS AND CONDITIONS

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

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	
4		obliteration to the text of the Tender Document.	
4	LANGUAGE/FORMAT/S IGNING OF THE BID	(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 <b>ONLINE</b>	
	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 sustamers. A list of sustamers in	
		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 SINGLE	
		PHOTON COUNTING MODULE 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 15,00,000 (RUPEES	
		FIFTEEN 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.	
		(i) Digitally signed Tender Document should be submitted in Cover One.	
6	EARNEST MONEY	(i) Digitally signed render bocument should be sublinted in cover one. (a) The bidder shall furnish, as part of the technical bid, <b>Bid Security</b>	
U	DEPOSIT (EMD)	Declaration Formas per the Annexure-IV.	
		*	
		(a) Bids not accompanied by Bid Security Declaration Form shall be	
_	DEDEODMANCE	DISQUALIFIED.	
7	PERFORMANCE	(a) The performance security shall be submitted within <b>FIFTEEN DAYS</b> of	
	SECURITY	receipt of the material by the IITPKD. The successful bidder shall	
		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	
		provided in Annexure-VII of the biding documents) issued by the Indian	
1			
		Scheduled bank acceptable to the ITPKD or a Demand Draft favoring,	
		Scheduled bank acceptable to the IITPKD or a Demand Draft favoring, INDIAN INSTITUTE OF TECHNOLOGY PALAKKAD payable at	
		INDIAN INSTITUTE OF TECHNOLOGY PALAKKAD payable at	
		INDIAN INSTITUTE OF TECHNOLOGY PALAKKAD payable at PALAKKAD.	
		<ul><li>INDIAN INSTITUTE OF TECHNOLOGY PALAKKAD payable at PALAKKAD.</li><li>(c) The performance security shall automatically become null and void once</li></ul>	
		<ul><li>INDIAN INSTITUTE OF TECHNOLOGY PALAKKAD payable at PALAKKAD.</li><li>(c) The performance security shall automatically become null and void once all the obligations of the Supplier under the Contract have been fulfilled,</li></ul>	
		<ul><li>INDIAN INSTITUTE OF TECHNOLOGY PALAKKAD payable at PALAKKAD.</li><li>(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</li></ul>	
		<ul><li>INDIAN INSTITUTE OF TECHNOLOGY PALAKKAD payable at PALAKKAD.</li><li>(c) The performance security shall automatically become null and void once all the obligations of the Supplier under the Contract have been fulfilled,</li></ul>	

		ampiration
8	BID PRICES AND	<ul> <li>expiration.</li> <li>(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.</li> <li>(a) Prices must be quoted separately for each equipment/items identified.</li> </ul>
	CURRENCY	<ul> <li>(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.</li> <li>(c) Prices quoted by the bidder shall be fixed during the validity of the bid.</li> <li>(d) Prices of the equipment/items shall be quoted in Indian Rupees (INR) only.</li> </ul>
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	<ul><li>(a) Bids shall remain valid for a period of 180 DAYS after the date of the deadline for submission of bids prescribed by IITPKD.</li></ul>
		(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
	WITHDRAWAL OF BIDS	through ONLINE mode, within the period of deadline for submission of bids.
	PURCHASER'S RIGHT	(b) No bids can be modified subsequent to the deadline for submission of Bids.
	TO ACCEPT/REJECT	(c) No bids can be withdrawn in the interval between the bid submission
	BIDS	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.
		<ul><li>(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.</li></ul>
		<ul><li>(e) IITPKD reserves the right to negotiate with the Bidder whose bid has been evaluated as the lowest quote.</li></ul>
12	OPENING,EXAMINATI ON,CLARIFICATION	(a) The Technical bids will be opened on the prescribed date and time as mentioned in the Bid document in ONLINE mode.
	AND EVALAUTION OF BIDS	(b) IITPKD will evaluate the technical bids. Those bids, whose technical bids fulfill the technical requirements and responsive to the tender requirements will be considered. Those bids which found to be either
L		requirements will be considered. Those blus which found to be cliffer

	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)	
	that does not constitute a material deviation, provided such waiver does
	not prejudice or affect the relative ranking of any Bidder.
(σ	Prior to the detailed evaluation, IITPKD will determine whether each bid
3	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
	iii. 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)	
	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)	
	substantially responsive.
ſk	) 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.
	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	
1		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 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"	
1		subject to matching the L1 price. In case such lowest eligible "Class-I	
1		Local Supplier" fails to match L1 price or accepts less than the	
1		offered quantity, the next higher "Class-I Local Supplier" within the	
1		margin of L1 + 20% shall be invited to match the L1 price for	
1		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 +	
1		20%, the contract shall be awarded to such Class-I Supplier subject to	
1		matching the L1 price.	
1		3.1 In case such lowest eligible Class-I Local Supplier fails to match the L1	
1		price, the "Class-I Local Supplier" with the next higher bid within the	
1		margin of $L1 + 20\%$ shall be invited to match the L1 price and so on and	
1		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	(a) The Supplier's obligations involve:	
1	RESPONSIBILITIES	i. Supply of equipment/items given in Tender Document.	
1		ii. Making operational, the equipment/items (installation,	
		commissioning, testing and validation of the equipment/items).	
1		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	
		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 such laws by the Supplier.
14	TIME FOR SUPPLY, INSTALLATION, COMMISSIONING AND VALIDATION OF THE	<ul> <li>(a) The Supplier shall supply the equipment/items within the period specified in the tender document i.e. within FOUR weeks of signing the purchase order or within the period mutually agreed between IITPKD and supplier. All the equipment and accessories should be delivered at</li> </ul>
	EQUIPMENTS/ITEMS	<ul> <li>"IIT Palakkad (Nila Campus), Kanjikode-Malampuzha Road, Pudusserry West, Kanjikode, Kerala 678623".</li> <li>(b) The Supplier shall thereafter proceed with the installation,</li> </ul>
		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.
		<ul><li>(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.</li></ul>
15	TERMS OF PAYMENT / TAX AND DUTIES	<ul> <li>(a) No Advance payment will be made for purchase. 100% payment will be released after satisfactory delivery, acceptance, installation, commissioning, integration and validation of the equipment and against the installation report/certification provided jointly by the supplier (technical representative involved in the process of installation) and the faculty in-charge of the user department/facility.</li> </ul>
		(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, payment shall be restricted to the extent of such lower rate and the Supplier shall be liable to pay the IITPKD the difference in two rates i.e. excess charged over such lower rate, if payment had been made by the IITPKD. The IITPKD will look into a reasonable past period to ensure this.

		(d) The Supplier should ansure neumant of all taxes, duties, lawies and
		(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.
		and the second of such defect and of 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 AND	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	<b>UP-TIME GUARANTEE/</b>	(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.

FFFFCT OF FODCE	(a) If the Supplier is prevented hindered or delayed from or in performing
EFFECT OF FORCE MAJEURE	<ul> <li>(a) If the Supplier is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, 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.</li> <li>(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.</li> <li>(c) No delay or non-performance by the Supplier caused by the occurrence of any event of Force Majeure shall: <ul> <li>i. Constitute a default or breach of the Contract;</li> <li>ii. Give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance.</li> </ul> </li> </ul>
	<ul> <li>(d) If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than <b>THIRTYDAYS</b> or an aggregate period of more than <b>SIXTY DAYS</b> on account of one or more events of Force Majeure, the IITPKD shall have the right to terminate the Contract by giving a notice to the Supplier.</li> </ul>
EXTENSION OF TIME LIMITS FOR SUPPLY AND MAKING OPERATIONAL, THE EQUIPMENT	<ul> <li>(a) The time limit for supply, installation &amp; commissioning, integration &amp; validation shall be extended if the supply is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following: <ol> <li>Any occurrence of Force Majeure;</li> <li>Any other matter specifically mentioned in the Contract;</li> </ol> </li> <li>(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.</li> <li>(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.</li> </ul>
ASSIGNMENT	The Supplier shall not, without the prior written consent of the IITPKD, assign to any third party, the Contract or any part thereof.
GOVERNING LAW AND SETTLEMENT OF DISPUTES	<ul> <li>(a) The Contract shall be governed by and interpreted in accordance with the laws of India.</li> <li>(b) Any dispute or claim arising out of/relating to this Contract of the breach, termination or the invalidity thereof, shall be settled by the Hon'ble Courts of Justice at Palakkad.</li> <li>(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.</li> <li>(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</li> </ul>
	MAJEURE MAJEURE MAJEURE MAJEURE MAJEURE MADANA MAKING OPERATIONAL, THE EQUIPMENT AND MAKING OPERATIONAL, THE EQUIPMENT ASSIGNMENT GOVERNING LAW AND SETTLEMENT

# AWARD OF CONTRACT

1	AWARD CRITERIA	1.	IITPKD will award the Contract to the Bidder whose bid
			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
			of Commerce and Industry, Govt. of India.
		2.	The Institute reserves the right to buy different
			items/quantity from different bidders considering price of
			individual/group of equipment/items or any other factors
			as decided by the Committee. The bidder should be a
			Class-I / Class-II Local Supplier meeting the requirement
			of minimum 20% Local Content in line with the Public
			Procurement (Preference to Make in India) Order 2017 No.
			P-45021/2/2017-PP (BE-II) dated 04 Jun 2020.
		3.	A Self-Declaration Certificate regarding "Class-I/Class-II
			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
		7.	than 50%, as defined under this order. 'Non-local supplier'means a supplier or service provider,
		7.	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 Testing and Quality Certification).
		9.	The bidder shall be required to furnish the necessary
			documentation in support of the domestic value addition
			claimed in an electronic product to STQC. If no
			information is furnished by the bidder, such laboratories
			may take further necessary action, to establish the

	1		
		40	bonafides of the claim.
		10.	A complaint fee of Rs. 2 lakh or 1% of the tender
			estimated cost of product(s) being procured (subject to a
			maximum of Rs.5 lakh), whichever is higher, to be paid by
			Demand Draft to be deposited with STQC. In case, the
			complaint is found to be incorrect, the complaint fee shall
			be forfeited. In case, the complaint is upheld and found to
			be substantially correct, deposited fee of the complainant
			would be refunded without any interest. A mere complaint
			without submitting requisite fee shall not be considered
		11	under any circumstances. False declarations will be in breach of the Code of
		11.	
			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.
2	AWARD OF PURCHASE ORDER	1.	Prior to the expiration of the period of bid validity,
_			IITPKD will issue the Letter of Intent / Purchase Order to
			the successful Bidder in writing.
		2.	Any amendment(s) in the Purchase Order will be permitted
			within SEVEN DAYS of its issuance. No amendments
			will be permitted beyond this period.
		3.	The Purchase Order will constitute the foundation of the
			Contract.
3	CONTRACT AGREEMENT	1.	Within SEVEN DAYS of receipt of the Purchase Order,
			the successful Bidder shall sign and date its copy on each
		2	page and return it to the Purchaser.
		2.	Copy of Purchase Order duly signed and dated by the successful Bidder on each page shall constitute the
			Contract Agreement.
4	CONTRACT DOCUMENTS /	1.	All documents forming part of the Contract (and all parts
	AMENDMENT TO CONTRACT	1.	of these documents) are intended to be correlative,
			complementary and mutually explanatory. The Contract
			shall be read as a whole.
		2.	The order of precedence of the Contract documents shall
			be as follows:
			(i) Contract Agreement/Purchase Order
			(ii) All Forms/Annexures
			(iii) equipment/items and their requirement
			(iv) Supplier's Bid
		-	(v) Tender Document
		3.	No amendment or other variation of the Contract shall be
			effective unless it is in writing, is dated, expressly refers to
			the Contract and is signed by a duly authorized
			representative of each party to the Contract.

# REGISTRAR

#### **Technical Specifications**

#### **Single Photon Counting Module:**

**Connector-FC** Wavelength : 400 nm-1060 nm Active area (dia) at minimum (PDE):Typ.180 µm Photon detection efficiency (PDE) (without FC adaptor) at: 400 nm- 5% typ. 650 nm- 65% typ. 830 nm- 45% typ. 1060 nm- 2% typ. Dark Count: 100 counts /second Single photon timing resolution (at 825nm) : 350 ps Dead time : 22 ns Output pulse width : Typ. 10ns Output count rate before saturation: Typ. 37 Mc/s Linearity correction factor at 200 Kc/s 1 1 Mc/s 1.02 5 Mc/s 1.16 10 Mc/s 1.40 20 Mc/s 2.35 25 Mc/s 3.32 After pulsing probability : Typ. 0.5 % Variation of average dark count rate at 5°C to 70°C case temperature :+/-2 sigma Setting time following power up (1% stability) at 1 Mc/s and 25°C: 15 typ. S Threshold setting required on counter for digital output pulse (terminate in  $50\Omega$ ): 1.0 V typ. Gating turn on/off (50 $\Omega$  output) : Disable = TTL low (2.0V) : 40 ns typ.Enable = TTL high (>2.0V): 60 ns typ. **Absolute Maximum Ratings** Case temperature Range :  $-20^{\circ}C/+85^{\circ}C$  storage,  $+5^{\circ}C/+70^{\circ}C$  operating Supply Voltage : Min. 4.75V, Typ. 5.0 V, Max. 5.25V Supply current: Typ. 0.4 A, max.1.2 A Power cable total resistance: Typ. 0.1 ohm, Max. 0.2 ohm Output pulse amplitude: TTL HIGH- 2.2 V(Typ.) TTL LOW- 0.8V (Max.)

### **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 **SINGLE PHOTON COUNTING MODULE 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 **SINGLE PHOTON COUNTING MODULE 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 **SINGLE PHOTON COUNTING MODULE 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 mentioni	ing the
minimum local content and details of location(s) at which value additions are made.	9
2) False declarations pertain to self-declaration form will lead to disqualification of bio	ds and
blacklisting of the firm.	
3) Supporting Documents, wherever asked for, shall be uploaded along with the Bid, w	vithout
which the Bid shall be rejected outright.	

### **BID SECURITY DECLARATION FORM**

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

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

To (insert complete name and address of the purchase)

I/We. The undersigned, declare that:

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

I/We accept that We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if 1 am /We are in a breach of any obligation under the bid conditions, because I/We

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

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

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

Name: (insert complete name of person signing 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)

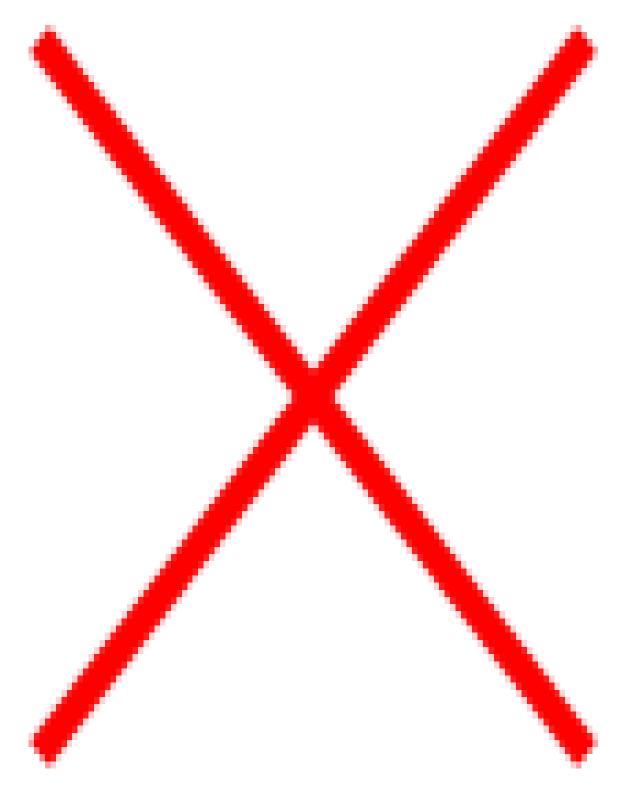
(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

### Note:

This letter should be on the <u>letterhead of the quoting firm</u> and should be signed by a Competent Authority. Non-submission of this will lead to DISQUALIFICATION of bids.

# COMMERCIAL BID

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



### <u>COMPLIANCE STATEMENT</u> (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 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

### FORMAT OF PERFORMANCE SECURITY

1. This deed of Guarantee made this day of \_\_\_\_\_\_ between Bank of \_\_\_\_\_\_ (hereinafter called the "Bank") of the one part, and Indian Institute of Technology Palakkad (hereinafter called "the Purchaser") of the other part.

2. Whereas the Purchaser has awarded the contract for Supply, Installation, Commissioning, Integration and Validation of \_\_\_\_\_\_ (name of the equipment/items) (hereinafter called the contract) to \_\_\_\_\_\_ (hereinafter called the Supplier); (Name of the Supplier)

3. AND WHEREAS the Supplier is bound by the said Contract to submit to the Purchaser a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in figures and words).

5. After the Supplier has signed the aforementioned Contract with the Purchaser, the Bank is engaged to pay the Purchaser, any amount up to and inclusive of the aforementioned full amount upon written order from the Purchaser to indemnify the Purchaser for any liability of damage resulting from any defects or shortcomings of the Supplier under the Contract mentioned above, whether these defects or shortcomings are actual or estimated. The Bank will deliver the money required by the Purchaser immediately on demand without delay without reference to the Supplier and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank liability or damages resulting from any defects or shortcomings of the Supplier. The Bank shall pay to the Purchaser any money so demanded notwithstanding any dispute/disputes raised by the Supplier in any suit or proceedings pending before any Court relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. This Guarantee is valid for a period of thirty six months from the date of signing. (Initial period for which this Guarantee will be valid must be for at least thirty (30) days longer than the anticipated expiry date of the warranty period).

7. At any time during the period in which this Guarantee is still valid, if the Purchaser agrees to grant a time extension to the Supplier or if the Supplier fails to complete the work within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages as stated under Para 5 above, the Bank shall extend this Guarantee under the same conditions for the required time on demand by the Purchaser and at the cost of the Supplier.

8. The Guarantee herein before contained shall not be affected by any change in the Constitution of the Bank or of the Supplier.

9. The neglect or forbearance of the Purchaser in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Purchaser for the payment hereof shall in no way relieve the bank of its liability under this deed.

10. The expressions "the Purchaser", "the Bank" and "the Supplier" herein before used shall include their respective successors and assigns.

In witness whereof I/We of the bank have signed and sealed this guarantee on the\_\_\_\_\_ day of \_\_\_\_\_(Month & Year) being herewith duly authorized.

For and on behalf of the \_\_\_\_\_ Bank.

### **Signature of Authority**

Name of the Official Name:	Designation:
Stamp/Seal of the Bank:	

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

Witness 1

Signature
Name
Address

Signature
Name
Address

### DECLARATION

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

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

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

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

Note:

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

# <u>FALL CLAUSE NOTICE CERTIFICATE</u> (TO BE SUBMITTED ONLY THROUGH ONLINE MODE IN APPROPRIATE FORMAT)

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

your bid).

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

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

Note:

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

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

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 <u>letterhead of the quoting firm</u> 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 <u>https://mhrd.euniwizarde.com/</u>

### 1. REGISTRATION PROCESS ON ONLINE PORTAL

- (a) Bidders to enroll on the e-Procurement module of the portal <u>https://mhrd.euniwizarde.com/</u> 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/.)

8. The bidders should download the BoQ and Quote price for given items. After quoting the same downloaded file should be uploaded.