

## Indian Institute of Technology Palakkad भारतीय प्रौद्योगिकी संस्थान पालक्काड

Nurturing Minds For a Better World

### Tender No. 17/ IITPKD/EWD/2023-24/011

Indian Institute of Technology Palakkad Invites Notice Inviting Bid under Two-bid system (through ONLINE Mode) for the below mentioned work:

NAME OF WORK: SITC of water dispenser units for Classroom Complex (A01), Hostel Block (K1), Hostel Block (K2) and Dining Hall (L1) Kedaram block in Sahyadri Campus (Main Campus) of IIT Palakkad

S. No.	Events	Date and Time
1	Notice Inviting BID (NIT) No.	17/ IITPKD/EWD/2023-24/011
2	Date of Publication	23-06-2023, 1500 hrs
3	Date / Time of closing	06-07-2023, 1500 hrs
4	Opening of Eligibility/Technical Bids	06-07-2023, 1530 hrs
5	Estimated Cost put to bid	Rs.15,00,000/-
6	Earnest Money Deposit (EMD)	Rs.30,000/-

## 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 06.07.2023, 1500 hours. The bids will be opened by the duly constituted Committee or The Chairman, Engineering Works Department, through online mode. The eligibility/technical bid 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 eligibility/technical bid 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 (<u>http://mhrd.euniwizarde.com/</u>)
- 1.4. The responsibility of submission of the bids on or before the last date shall rest with the tenderer.
- 1.5. Canvassing or offering 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 a 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)

- a) The bidder shall furnish EMD of Rs.30,000/- (Rupees Thirty Thousand only) through an online payment gateway in the E-Wizard. The firms who are registered with National Small Industries Corporation (NSIC) / or Small Scale Industrial (SSI)/ Micro & Small Enterprises (MSEs) are exempted from furnishing the EMD. Self-attested photocopy of valid registration certificate issued by competent authority for `Water purifier/ Water Dispenser' to be uploaded with the eligibility bid for exemption of EMD.
- b) Bid not accompanied by EMD/exemption document shall be DISQUALIFIED
- c) EMD of the successful bidder shall be returned on receipt of the prescribed Performance Security and after signing of the contract agreement.
- d) EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest by the 30th day after the award of the contract.
- e) EMD shall be forfeited OR the agency who are submitting EMD exemption document will be debarred for 3 years if

i) the bidder withdraws his bid during the period of validity of the tender.

ii) the successful bidder refuses or neglects to execute the contract or fails to furnish the required Performance Security within the time frame specified by the Institute.

iii) the successful bidder fails to execute the Contract on specified timeline.

### 3. ADDENDUM IN THE TENDER DOCUMENT

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

- a. The Tender Document comprises of:
  - i. Instruction to the bidders including terms and conditions
  - ii. Schedule of Quantity (Annexure-I)
  - iii. Pre-qualification Criteria (Annexure-II)
  - iv. Techno-Commercial Parameters (Annexure-III) along with catalogue
  - v. Commercial Bid (Annexure-IV)
  - vi. Compliance Statement (Annexure-V)
  - vii. Format of Performance Security (Annexure-VI)
  - viii. Declaration (Annexure-VII)
  - ix. Fall clause notice certificate (Annexure-VIII)
  - x. Price bid
- b. 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.
- c. 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

- i. 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.
- ii. 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.
- iii. 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

6.1Bidders, who are bidding for this NIT shall, upload Digitally signed tender documents should be submitted in Cover One.The Eligibility bid (Cover -1) and the Price bid (Cover -2) shall be submitted online through MHRD portal (<u>https://mhrd.euniwizarde.com/</u>)

- 6.2 bid submitted in any mode other than ONLINE will be rejected outright.
- 6.3No prices should be entered in the eligibility bid. Mentioning of Prices in any of the the eligibility document shall lead to disqualification
- 6.4 **Cover 1**: All the eligibility documents and required annexures duly filled in the designated portal. False declaration/documents will be in breach of the Code of Integrity under Rule 175(1) (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.
- 6.5 Cover 2 : Prices must be quoted separately for each item
- 6.6 If any cells (Rates) left Blank in the Cover 2, then the same will be treated as "ZERO". Contractor must ensure to quote the rate in prescribed columns. The column meant for quoting rate in figures appears in Yellow color and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as ZERO. Therefore, if any cell is left blank and no rate is quoted by the bidder, the rate of such an item shall be treated as "0" (ZERO). However, if a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section / subhead in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
- 6.7 Rate shall be inclusive of GST and all other incident charges for completing the work. The GST shall not be added separately.

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

## 7. BID CURRENCY

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

### 8. CONFORMITY OF THE TENDER DOCUMENT

- a. 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
- b. 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:
- c. A detailed description of the 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.
  - i. essential technical, functional and performance characteristics of the material that the Bidder is proposing to construct;
  - ii. 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 90 days after the date of deadline for submission of bids prescribed by the Institute.

## 10. MODIFICATION AND WITHDRAWAL OF BIDS

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

## 11. OPENING AND EXAMINATION OF BIDS

- i. The eligibility/technical bid bids will be opened on the prescribed date and time as mentioned in the Bid document in ONLINE mode.
- ii. The Institute will evaluate the eligibility/technical bids. Those bids, whose eligibility/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.

- iii. The financial bid of the successful bidder on the basis of evaluation as mentioned will be considered for the next stage for opening.
- iv. 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.
- v. 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.
- vi. The Institute determination of bid responsiveness will be based on the contents of the bid itself and any written clarifications submitted by the Bidder.

## **12.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.

#### **13. EVALUATION OF RESPONSIVE BIDS**

The Institute will evaluate the bids that have been determined to be substantially responsive. **14.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.

#### **15. AWARD CRITERIA**

The Institute will award the Contract to the Bidder, whose bid has been determined to be substantially responsive for eligibility/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 items or any other factors as decided by the Committee/Chairman.

#### **16.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.

## 17. 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.

#### **18.CONTRACT AGREEMENT**

Within FIVE (5) 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.

#### **19. PERFORMANCE SECURITY**

Within FIVE (05) 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.

#### 20. 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

Agency's Eligibility/technical/financial Bid

#### **21. 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.

#### 22. 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.

#### 23. Factory Inspection:

a) The agency may have to give 7 days' notice for inspecting the items at factory to complete the work within the time schedule.

# 24. TIME FOR SUPPLY, INSTALLATION, COMMISSIONING OF THE WATER DISPENSER

- i. The agency shall complete the 50% of SITC of the water dispensers within 10 days and balance 50% within 20 days.
- ii. In the event of failure of supply of the item/water dispenser within the stipulated delivery schedule, the Purchaser has all the right to purchase the item/water dispenser from other sources on the total risk of the agency under the risk purchase clause.

#### **25.TERMS OF PAYMENT**

- a. No advance payment shall be made. Part payment will be allowed @ 75% against supply and the value of work is more than 25% of the contract value.
- b. Statutory deductions (TDS @ 2% will be deducted as per CBEC Circular No.65/39/2018-DOR, dated 14.09.2018)
- c. GST or any other tax applicable in respect of inputs procured by the contractor for the contract shall be payable by the contractor and Institute will not entertain any claim whatsoever in respect of the same. However, component of GST at time of supply of service (as provided in CGST ACT 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any
- d. Security Deposit (SD) at the rate of 3% shall be made from the above mentioned schedule of payment.

#### 26. 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. 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 20 days.

#### **27. 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.

### **28.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.

- 29. <u>Liquidated Damages</u>: If the contractor fails to complete the supply of water dispenser on or before the stipulated date of completion or extended date of extension by the competent authority, pay as compensation the amount calculated at the rate stipulated below.
- 30. Compensation for Delay
  - a. 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.
  - b. 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.
  - c. This will also entail debarring the agency for future tender participation in IIT Palakkad.

## 31. EXTENSION OF TIME LIMITS FOR SUPPLY AND MAKING OPERATIONAL

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 agency.

#### 32. GOVERNING LAW

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

#### 33. 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

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SCHEDULE OF WORK		
Name of Work : SITC of water dispenser units for A01, K1, K2 and L1 block in Sahyadri Campus of IIT Palakkad		
SI No	Description of items	Qty.
1	SITC of 125LPH Stainless Steel (SS) water dispenser units with SS tanks as per the Technical Specification given in Annexure 1	30 Nos

Water Dispenser with Purifier – Technical specification		
Flow rate	125 LPH or more	
Storage Tank Normal	40 Ltrs	
Storage Tank Cold	40 Ltrs	
Storage Tank Hot	5 Ltrs	
No. of Faucets	3 nos.	
MOC – Housing including bottom side	SS202 0.8mm thick	
MOC – Normal Water Tank	SS304 0.8mm thick – food grade	
MOC – Cold Water Tank	SS304 0.8mm thick – food grade	
MOC – Hot Water Tank	SS304 0.8mm thick – food grade	
MOC – Faucets	Brass – Chromium Plated	
MOC – Drip Water Tray	SS304 0.8mm thick – food grade	

MOC – Leg bush (screw type)	HDPE
Insulation of Cooling Tank	Polyurethane Foam
Compressor Make	Emerson/Tecumseh
Refrigerant Gas	Eco friendly
Condenser Tubing	Grooved Copper
Warranty	1 year

Delivery location is given below.

Location	Quantity
A1 Block	6
K1 Block	16
K2 Block	4
L1 Block	4
Total	30

#### 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. Information related to the agency / bidder such as photocopies of the Registration PAN / GST/ TIN shall be uploaded.
- 3. 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.
- 4. 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.
- 5. 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.
- 6. Digitally signed tender document should be uploaded in cover one.
- 7. 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 COMPLIANCE STATEMENT (Part of eligibility/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 eligibility/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 eligibility/technical bid and will be treated as non- compliance and may lead to the disqualification of the eligibility/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 eligibility/technical bid.

Format of Compliance Statement:

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

#### Annexure-V 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 Wi	tness 2	
Signature	Signature	
Name	Name	
1 Address	Address	

#### **ANNEXURE-VI**

#### DECLARATION

This is to certify that

- 1. I / We have carefully read, understood & complying the above referred tender document including instructions, terms & conditions, scope of work, schedule of quantities and all the contents stated therein. I / We also confirm that the rates quoted by me / us are inclusive of all taxes, duties, other incidental charges etc., applicable as on date.
- 2. I /we have gone through all terms and conditions of the tender document before submitting the same.

#### ANNEXURE-VII

#### 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.

#### Annexure IX

#### FORMAT FOR SELF-CERTIFICATION UNDER PREFERENCE TO MAKE IN INDIA (TO BE SUBMITTED ONLY THROUGH ONLINE MODE IN APPROPRIATE FORMAT)

Format for Affidavit of Self-Certification regarding Minimum Local Content in line with "Make in India" Policy vide GoI Order no. P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019 and 04.06.2020)

Date:	
I/We	S/o, D/o, W/o,
Resident of	

Hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (hereinafter PPP-MII order) of Government of India issued vide Notification No:P-45021/2/2017 -BE-II dated 15/06/2017, its revision dated 28/05/2018 and any subsequent modifications/Amendments, if any and

That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein.

Tick (	) and Fill the Appropriate Category
	I/We [name of the manufacturer] hereby confirm in respect of quoted
	items(s) that Local Content is equal to or more than 50% and come under "Class-I Local Supplier" category.
$\Box$	I/We [name of the manufacturer] hereby confirm in respect of quoted items(s) that Local Content is more than 20% but less than 50% and come under "Class-II Local
	Supplier" category.
	I/We [name of the manufacturer] hereby confirm in respect of quoted items(s) that Local Content is less than or equal to 20% come under "Non-Local Supplier" category.

For and on behalf of..... (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors) <Insert Name, Designation and Contact No.>

[Note: In case of procurement for a value in excess of Rs. 10 Crores, the bidders shall provide this certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.]