

## Indian Institute of Technology Palakkad भारतीय प्रौद्योगिकी संस्थान पालक्काड

Nurturing Minds For a Better World

## **Notice Inviting Tender**

# Operation of 11kV Substation and local substation, 11KV DG set at Sahyadri Campus, IIT Palakkad, Kanjikode, Palakkad -678623

S. No.	Events	Date and Time
1	Notice Inviting BID (NIT) No.	17/ IITPKD/EWD/2023-24/016
2	Date of Publication	07-07-2023, 1500 hrs
3	Date / Time of closing	13-07-2023, 1500 hrs
4	Opening of Eligibility/Technical Bids	13-07-2023, 1600 hrs
5	Estimated Cost put to bid	Rs.93,06,000/-
6	Earnest Money Deposit (EMD)	Rs.1,86,200/-

#### 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 14.07.2023, 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 (<a href="http://mhrd.euniwizarde.com/">http://mhrd.euniwizarde.com/</a>). For the purpose of registration and clarification please open the website and see the ,(http://mhrd.euniwizarde.com/ or call the help desk given in the same.
- 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)

- **2.1.**The bidder shall furnish EMD of Rs.1,86,200/- (Rupees One Lakh Eighty Six Thousand Two Hundred 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 'Electrical works' to be uploaded with the eligibility bid for exemption of EMD.
- 2.2.Bid not accompanied by EMD/exemption document shall be DISQUALIFIED
- 2.3.EMD of the successful bidder shall be returned on receipt of the prescribed Performance Security and after signing of the contract agreement.
- 2.4.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.
- 2.5.EMD shall be forfeited OR the agency who are submitting EMD exemption document will be debarred for 3 years if
  - 1.a. the bidder withdraws his bid during the period of validity of the tender.
  - 1.b. 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
  - 1.c. The successful bidder fails to execute the Contract on specified timeline.

#### 3.ADDENDUM IN THE TENDER DOCUMENT

- 3.1.At any time prior to the deadline for submission of bids, IITPKD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by way of addendum(s).
- 3.2.Addendum will be intimated through the 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.
- 3.3.No extension in the bid due date/ time shall be considered on account of delay in submission of bid.

#### 4.COMPOSITION OF THE TENDER DOCUMENT

- 4.1. The Tender Document comprises of:
- 4.1.1.Instruction to the bidders including terms and conditions
- 4.1.2. Schedule of Quantity (Annexure-I)
- 4.1.3. Additional Terms And Conditions (Annexure-II)
- 4.1.4. Major Equipments to be operated (Annexure-III)
- 4.1.5. Pre-qualification Criteria (Annexure-IV)
- 4.1.6.Techno-Commercial Parameters (Annexure-V)
- 4.1.7. Compliance Statement (Annexure-VI)
- 4.1.8. Format of Performance Security (Annexure-VII)
- 4.1.9. Declaration (Annexure-VIII)
- 4.1.10. Fall clause notice certificate (Annexure-IX)
- 4.2. The bidder is expected to examine all instructions, forms, terms and conditions in the bid Document. In the event of discovery of any missing pages, the bidder shall inform the same to the Section/ Department concerned. Failure to furnish the information required by the Tender Document or submission of a tender not substantially responsive to the bid Document in every respect will be at the bidder's risk and may result in rejection of the bid.
- 4.3. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Document.

#### 5.LANGUAGE/FORMAT/SIGNING OF THE BID

5.1.The bid prepared by the Bidder and all correspondence and documents related to the tender exchanged by the Bidder and IITPKD shall be in English and the Contract shall be construed and interpreted in accordance with that language. If any of the brochures, leaflets or communication is prepared in any language other than English, a translation of such document, correspondence or communication shall also be provided at the cost and risk of the bidder. The translation so provided shall prevail in matters of interpretation. The bidder, with respect to such documents, correspondence and communications, shall bear the costs and risks of such translation.

#### 6. DOCUMENTS COMPRISING THE BID

- i. Bidders, 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 (<a href="https://mhrd.euniwizarde.com/">https://mhrd.euniwizarde.com/</a>)
- ii. bid submitted in any mode other than ONLINE will be rejected outright.
- iii. No prices should be entered in the eligibility bid. Mentioning of Prices in any of the the eligibility document shall lead to disqualification
- iv. **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.
- v. **Cover 2 :** Prices must be quoted separately for each item
- vi. If any cells (Rates) left Blank in the Cover 2, then the same will be treated as "ZERO".
- vii. 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.

- viii. Rate shall be inclusive of GST and all other incident charges for completing the work. The GST shall not be added separately.
- ix. 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.
- x. Prices quoted by the bidder shall be fixed during the validity of the bid...

#### 7. BID CURRENCY

Prices of the items shall be quoted in Indian Rupees.

#### 8.CONFORMITY OF THE TENDER DOCUMENT

- i. 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
- ii. 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:
- iii. A detailed description of the essential technical, functional and performance characteristics of the material that the Bidder is proposing to construct;
- iv. 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

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

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

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

The eligibility/technical bid bids will be opened on the prescribed date and time as mentioned in the Bid document in ONLINE mode.

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.

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

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.

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.

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 OWNER

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 5% 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 contractor 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 contractor 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. TIME FOR CONTRACT: 3 YEARS

### 23. TERMS OF PAYMENT

Payment will be made monthly on submission of bills and certification by the engineer incharge. Running account (RA) bills shall be maintained and submitted along with the monthly invoices.

No advance payment shall be made.

- 1. Statutory deductions (TDS @ 2% will be deducted as per CBEC Circular No.65/39/2018-DOR, dated 14.09.2018)
- 2. 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
- 3. Security Deposit (SD) at the rate of 5% shall be made from the above mentioned schedule of payment.

### 24. TAXES AND DUTIES

The Contractor 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 contractor 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 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 contractor defaults on any of the time limits by more than 20 days.

#### 25. GOVERNING LAW

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

#### **26. SETTLEMENT OF DISPUTES**

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

IITPKD reserves the right to accept or reject any or all the tenders in part or whole or may cancel the tender at its sole discretion without assigning any reason whatsoever. No further correspondence in this regard will be entertained.

### ANNEXURE – I SCHEDULE OF QUANTITY

Name of work: Operation of 11kV Substation and local substation, 11KV DG set at Sahyadri Campus, IIT Palakkad.

S No	description of items	Qty.	Unit
1	Operation of all the equipments of 11/0.415 KV Electrical sub-station,11/0.415 KV DG sets,panels,internal & external electrical installation round the clock including operation of all the equipments, addition and alteration works etc. as detailed in Annexure-I as per additional conditions attached.		
1.1	1st year	12	Months
1.2	2nd year	12	Months
1.3	3rd year	12	Months
	Total		

### Note:

- 1. EPF and ESI payment made by the agency to the employees will be refunded against evidentiary proof.
- 2. TDS @ 2% will be deducted as per Circular No.65/39/2018-DOR, Dated 14.09.2018 from Ministry of Finance

#### ANNEXURE II

#### ADDITIONAL TERMS AND CONDITIONS

# Name of Work: Operation of 11kV Substation and local substation, 11KV DG set at Sahyadri Campus, IIT Palakkad.

- **1.** The work shall be executed as per CPWD general specification of electrical works & sub-station work amended upto date.
- 2. The firm/contractor shall have to abide by the Institute Security Rules. Proper discipline shall have to be maintained at site of work. The identity of staff engaged in work will be verified at the entrance gate. The staff shall not be changed frequently after issuing security passes.
- 3. The following staff shall be deputed on the sub-station (round the clock) and UPS (in general shift)

	Morning shift	Evening shift	Night shift	General Shift
	6 AM to 2 PM	2 PM to 10 PM	10 PM to 6 AM	9 AM to 5PM
Supervisor (Min. 11KV License Holder)			 -	1 No
Operator cum electrician	1No.	1 No.	1 No	1 No
Helper				1No

#### 4. Note:

# 4.1 The agency has been provided 1 number additional operator cum electrician for weekly off of other staff.

- **5.** The staff to be engaged by the contractor shall have the following qualification:
  - a) Supervisor shall be having valid supervisory license for Minimum 11KV installation with minimum 1 year experience in handling 11 KV sub-station equipments.
  - b) Operator cum electrician shall be having valid Electrical license for electrician category with minimum 2 years experience in handling 11 KV sub-station equipments.
  - c) Helper: 10<sup>th</sup> Pass with one year experience in the same field as above.
- 2. All the required material for replacement including consumables and T&P required for the day-to-day maintenance work will be issued by the IIT Palakkad.
- 3. All the dismantled material shall be returned to JE(E) in charge.
- 4. The following works are covered in scope of sub-station work:-
- a) Cleaning of the sub-station equipment like HT panel, transformer, LT panel & other connected accessories i/c cleaning of sub-station building.
- b) Earth resistance testing of all earth electrodes of sub-station twice in a year & proper records are to maintain in the register.

- c) To maintain record of electrical parameters like HT voltage, LT voltage, PF, Ampere etc in prescribed log book.
- d) Operation of switch gears as & when required.
- e) Check regularly the 11 KV voltage if voltage is low adjusting, the transformer tapping.
- f) Tightening of connections, lubrication of moving parts of switch gears etc.
  - All the installations shall be kept clean & safe from theft, fire & accident. Any damage caused to installation due to negligence, carelessness & inefficiency of the staff. The contractor shall be responsible to make good the loss or recovery of the same shall be made from the contractor bill. Decision of the engineer-in-charge in this regard shall be final & binding on the contractor.
- 2. Log books for sub-station equipments and DG sets shall be maintained by the electrician on hourly basis.
- 3. The contract may be closed by the Engineering Department at any time with notice / intimation of 15 days and no claim shall be entertained in this regard. Decision of the Engineer- in- charge in this regard shall be final and binding on the contractor.
- 4. Any fault in the substation equipments shall have to be informed to the Engineer-in-charge or his authorized representative immediately.
- 5. The safety & watch and ward of sub-station equipment shall be the responsibility of the contractor.
- 6. The timing of shift duty can be changed by JE(E) including installation as per site requirement.
- 7. In case of absence of staff ,the following recovery shall be made -
- 8. I) Supervisor Rs. 1050/- per day
  - II) Operator cum Electrician Rs. 1000/- per day/ per shift
  - III) Helper Rs. 825/- per day,
- 9. After expiry of contract, all the sub-station shall be handed over back to the Engineering Department in the same condition as in the initial stage of taking over.
- 10. The contractor shall submit the bio data, complete with educational qualification, electrical license, one passport photograph in respect of the staff deployed on the work.
- 11. All staff should wear uniform with badge & name plate complete with name of the firm otherwise recovery @100/- per person per day shall be made from contractor's bill.
- 12. The staff deputed on the work shall be in proper uniform as decided by the Engineer in charge.
- 13. The staff deputed on the work shall be well acquainted with fire safety equipments and their operation.
- 14. If the performance/ integrity of any worker deputed by the contractor on the work is observed unsatisfactory, the worker shall be replaced within 48 hrs. The decision of Engineer in charge in this respect shall be final and binding on the contractor.
- 15. The contractor shall identify the Engineering Department against all losses or damages or liability arising in respect of staff deployed by him on the work in case of any injury/accident.
- 16. The contractor shall have to adopt all the safety precautions while executing the work and no claim shall be entertained by the Engineering Department in case of any accident while carrying out the work.
- 17. Before commencement of the work, both Engineering Department and contractor shall sign the inventory of the installations and accessories as an acceptance of physical existence of the same and all new components/ control/ accessories to be provided during the course of maintenance shall be included in inventory. After expiry of contract, the same procedure shall be followed.

- 18. The contractor shall be fully responsible for the conduct of staff deputed by the firm.
- 19. The workers engaged by the agency will be utilized for addition alteration/modification works all campuses for IIT for which nothing will be paid extra

# ANNEXURE-III LIST OF EQUIPMENTS TO BE OPERATED

- 1. RMUs after KSEB metering
- 2. Substation equipments of Main Substation, Local substations and USS such as Transformers, DG sets, HT & LT panels including buildings.
- 3. Operation of Lifts whenever required.
- 4. Addition and alteration works of the campus.

# ANNEXURE-IV 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 agencies having the experience of minimum 11KV substation and minimum 11KV DG set operation and maintenance of substation, DG set internal electrical installation, streetlight etc of buildings of campus/colony.
- 2. Copy of valid Electrical Installation works Permit 11KV or above for carrying the Electrical Contract work.
- 3. The bidder must have a registered office in Karnataka/Tamil Nadu/Telangana/Andhra Pradesh or Kerala. Certificate of registration for the offices to be provided.

#### ANNEXURE-V

#### **TECHNO - COMMERCIALBID**

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

A. Company Profile
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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-VI 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-VII 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 contractor); (Name of the contractor)

- 3. AND WHEREAS the contractor is bound by the said Contract to submit to the contractor 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 contractor 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 contractor 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 contractor 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 contractor. The Bank shall pay to the Purchaser any money so demanded notwithstanding any dispute/disputes raised by the contractor 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 contractor or if the contractor 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 contractor.
- 8. The Guarantee herein before contained shall not be affected by any change in the Constitution of the Bank or of the contractor.
- 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 contractor" herein before used shall include their respective successors and assigns.

In witness whereof I/We of the bar	nk have signed and sealed this guarantee on the	÷	day
of (Month & Year) being herewith	duly authorized. For and on behalf of the	В	ank.
Signature of Authority			
Name of the Official Name:	Designation:		
Stamp/Seal of the Bank:			
Signed, sealed and delivered for a	and on behalf of the Bank by the above named	in	the
presence of: Witness 1	Witness 2		
Signature	Signature		
Name	Name		
1 Address	. Address		

#### **ANNEXURE-VIII**

#### **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-IX**

#### **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 contractor.