

### Indian Institute of Technology Palakkad

भारतीयप्रौद्योगिकीसंस्थानपालक्काड

#### STORES & PURCHASE SECTION

Email: purchase@iitpkd.ac.in Telephone: 0491 209 2062/2063 GSTIN: 32AAAAI9910J1ZR

Tender No: TENDER/2024-25/PRJ\_009
Date of Publication: 25-07-2024
Date/Time of Closing: 16-08-2024, 15:00 hours

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

# SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF SHAKER HYDROGENATION REACTOR

Conforming to the specifications as in BoQ Technical.

Tender Documents may be downloaded from the e-Wizard Portal <a href="https://mhrd.ewizard.in/">https://mhrd.ewizard.in/</a>. Aspiring Bidders who have not enrolled/registered in e-Wizard should enroll/register before participating through the website <a href="https://mhrd.ewizard.in/">https://mhrd.ewizard.in/</a>. Bidders are advised to go through the 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 <a href="https://mhrd.ewizard.in/">https://mhrd.ewizard.in/</a> as per the timeline below.

No manual bids will be accepted. All tender documents including Techno-Commercial, Technical and Financial bids should be submitted in the e-Wizard portal.

S. No.	Events	Date and Time
1	<b>Publication of the Tender Document</b>	25-07-2024
3	Last Date/Time for submission of ONLINE Bids	16-08-2024, 15:00 hours
4	Opening of Technical Bids	16-08-2024, 15:15 hours

## TERMS AND CONDITIONS

1. GENERAL  (a) The responsibility of submission of the bids on or before the last date 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) IITPKD 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
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(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.
(g) 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.  (h) The bidder shall not make or cause to be made any alteration, erasure or
obliteration to the text of the Tender Document.
(i) The Supplier shall not, without the prior written consent of the IITPKD,
assign to any third party, the Contract or any part thereof.
2. COMPOSITION OF (a) The Tender Document comprises of:
THE TENDER Instruction to the bidders including terms and conditions
DOCUMENT 1. Technical Specifications (Annexure-I)
2. Undertaking by the Bidder (Annexure-II)
3. Fall Clause Notice Certificate (Annexure-III)
4. Annexure regarding Blacklisting/Debarment (Annexure-IV)
3. DOCUMENTS  (a) The Technical and Techno-commercial (Cover One) and Commercial
COMPRISING THE Bid (Cover Two) shall be submitted ONLINE through the e-Wizard
BID Portal.  (b) Bids submitted in any mode other than ONLINE will be rejected outright.
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		<ul> <li>(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 customers. A list of customers in India and abroad with details must accompany the quotations. Quotations for a prototype machine will not be accepted.</li> <li>(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.</li> <li>(e) Compliance or Confirmation report with reference to the specifications and other terms and conditions should also be obtained from the principal.</li> <li>(f) Information related to the agency/bidder such as photocopies of the Registration/PAN/GST/TIN shall be furnished.</li> <li>(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 Prices in the Technical Bid shall lead to DISQUALIFICATION.</li> <li>(h) Bidders who are bidding for this tender,</li> <li>1) Should have implemented at least THREE ORDERS OF SHAKER</li> </ul>
		HYDROGENATION REACTOR during previous FIVE financial years (2019-20, 2020-21, 2021-22, 2022-23, 2023-24) from Centrally Funded Technical Institutes (IITs, NITs, IISc, IISER), DRDO, ISRO, CSIR labs or Government Firms in India. Copies of the most recent purchase orders and user certificates of successful implementation must be included. Copies of financial statements or evidence of turnover must be furnished.
		2) Should have an Average Annual Turnover of Rs 25,00,000 /- (RUPEES TWENTY FIVE LAKHS ONLY) during the last THREE financial years (2021-22, 2022-23, 2023-24). 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.  3) Should submit Digitally signed Tender Desument in Cover One
4.	EARNEST MONEY DEPOSIT (EMD)	<ul> <li>3) Should submit Digitally signed Tender Document in Cover One.</li> <li>(a) The bidder shall furnish EMD of Rs. 25,800/- (RUPEES TWENTY-FIVE THOUSAND EIGHT HUNDRED ONLY) through online payment gateway in the E-Wizard.</li> </ul>
		<ul> <li>(b) Bids not accompanied by EMD shall be DISQUALIFIED.</li> <li>(c) The firms who are registered with National Small Industries Corporation (NSIC) / or Small Scale Industrial (SSI)/ Micro &amp; Small Enterprises (MSEs) are exempted from submitting the EMD. NSIC / MSME registered bidders must submit a copy of a valid NSIC / MSME Registration Certificate for exemption of EMD. It will be applicable for those bidders who shall produce their own goods or provide their own services, and not applicable for trading purposes.</li> </ul>
5.	PERFORMANCE SECURITY	(a) The performance security shall be submitted within <b>FIFTEEN DAYS</b> of receipt of the material by the IITPKD. The successful bidder shall furnish the Performance Security equal to <b>5%</b> 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 <b>SIXTY DAYS</b> 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 an E-Bank Guarantee (Digital Document Execution – DDE MODE by National E-Governance Service Limited) issued by the Indian Scheduled bank acceptable to the IITPKD
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		or a Demand Draft favoring, INDIAN INSTITUTE OF TECHNOLOGY			
		PALAKKAD payable at PALAKKAD.			
		(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			
		and any extensions to the period. The performance security shall be			
		returned to the Supplier not later than fifteen (15) days after its expiration.			
		(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.			
6.	BID PRICES AND	(a) Prices must be quoted separately for each equipment/item identified.			
	CURRENCY	(b) Price quoted for equipment/items shall include all the costs associated			
		with packing, local transportation from the point of clearance to			
		IITPKD, insurance, loading, unloading and associated delivery			
		charges. The delivery shall be on DOOR DELIVERY basis to the			
		institute including its installation, commissioning, integration and			
		validation. It is the sole responsibility of the supplier to ensure that			
		the equipment is delivered on DDP mode to IIT Palakkad. An			
		undertaking to this effect as in Annexure-II.			
		(c) Prices quoted by the bidder shall be fixed during the validity of the bid.			
		(d) Prices of the equipment/items shall be quoted in Indian Rupees (INR).			
7.	LETTER OF CREDIT	(a) Upon the successful Bidder's furnishing of the copy of the Purchase Order			
		duly signed on each page and the Performance Security, for the equipment			
		ordered in foreign currency, IITPKD will open a letter of credit (LC) in a			
		convenient Nationalized Bank in India. For opening of LC necessary			
		information shall be provided by the supplier or its authorized agents.			
		(b) In case the successful bidder is a foreign company and wishes to submit			
		Performance Security in the form of Bank Guarantee, the Bank Guarantee			
		should be routed through the Beneficiary Bank to the end user bank. Otherwise,			
		the Indian Agent of the foreign vendor shall submit a Bank Guarantee from a			
		Nationalized Bank of India. The following documents shall be submitted in			
		case of an Indian agent submitting the Performance Security on behalf of his			
		principal:			
		Foreign principal's proforma invoice indicating the commission			
		payable to the Indian agent and nature of after-sales service to be			
		rendered by the Indian agent.			
		Copy of the agency agreement with the foreign principal and the			
		precise relationship between them and their mutual interest in the			
		business.			
		(c) For imported equipment, a Letter of Credit (LC) shall be opened for 100%			
		CIP price on receipt of the acknowledgment of the purchase order. However,			
		80% of the LC amount only shall be released on proof of the shipment of the			
		consignment with necessary documents to be provided in detail at the time of			
		placing of the purchase order. Balance 20% of the LC amount shall be released			
		upon the receipt of a performance security of 5% of the total value of the			
		purchase order and installation, commissioning, integration, validation and			
		installation report/certification jointly given by the end user and the supplier.			
		Any costs associated with the amendments made in the LC as per the			
		request made by the Supplier s should be borne by the supplier.			
		Any fluctuation in rates / rate conversions arising due to the amendment			
		requests made by the supplier shall be on the supplier and not on the institute.			
8.	PERIOD OF	(d) Bids shall remain valid for a period of 180 DAYS after the date of the			
	VALIDITY OF BIDS	deadline for submission of bids prescribed by IITPKD.			
		(e) If the deadline is extended due to unforeseen circumstances, the bid			
		validity shall be deemed to have extended accordingly.			
		Page <b>4</b> of <b>10</b>			

9.	TIME FOR SUPPLY,	(a) The Supplier shall supply the equipment/items within the period specified			
	INSTALLATION,	in the tender document i.e. within 10 WEEKS of signing the purchase			
	COMMISSIONING	order or within the period mutually agreed between IITPKD and supplier.			
	AND VALIDATION	All the equipment and accessories should be delivered at, IIT			
	OF THE	PALAKKAD, SARASWATI BLOCK, CHEMISTRY LAB,			
	EQUIPMENTS/ITEMS	SAHYADRI CAMPUS, KANJIKODE WEST, PALAKKAD – 678623			
		(b) The Supplier shall thereafter proceed with the installation, 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			
		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.			
		(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.			
10.	PRODUCT	The Supplier shall continue to support and maintain the version/model of the			
10.	UPGRADES	Equipment supplied by upgrading the software and the hardware as and when			
	CI GIUIDES	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.			
11.	PENALTIES	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, Liquidated Damages			
		Clause shall be invoked.			
12.	UP-TIME	(a) The Supplier should provide up-time guarantee of 95% [24 (hours) X 7 (days)			
	GUARANTEE/	X 365 (days)] basis during the warranty period.			
	DOWNTIME	(b) The Supplier should provide up-time guarantee of 95% (24 hours/day basis)			
	PENALTY CLAUSE	both during warranty. If downtime exceeds the 5% limit, extension of the			
		warranty period will be twice the excess down time period.			
13.	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.			
14.	EFFECT OF FORCE	(a) If the Supplier is prevented, hindered, or delayed from or in performing			
14,	MAJEURE	any of its obligations under the Contract by an event of Force Majeure,			
	1111020112	then it shall notify the IITPKD in writing of the occurrence of such event			
		and the circumstances of the event of Force Majeure within <b>FIFTEEN</b>			
		<b>DAYS</b> after the occurrence of such event.			
		(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.			
		(c) No delay or non-performance by the Supplier caused by the occurrence of			
		any event of Force Majeure shall:			
		i. Constitute a default or breach of the Contract;			

		ii. Give rise to any claim for damages or additional cost or expense		
		occasioned by the delay or non-performance.		
		(d) If the performance of the Contract is substantially prevented, hindered, or		
		delayed for a single period of more than THIRTY DAYS or an aggregate		
		period of more than SIXTY DAYS on account of one or more events of		
		Force Majeure, the IITPKD shall have the right to terminate the Contract		
		by giving a notice to the Supplier.		
15.	EXTENSION OF	(a) The time limit for supply, installation & commissioning, integration &		
	TIME LIMITS FOR	validation shall be extended if the supply is delayed or impeded in the		
	SUPPLY AND	performance of any of its obligations under the Contract by reason of any		
	MAKING	of the following:		
	OPERATIONAL, THE	i. Any occurrence of Force Majeure;		
	EQUIPMENT	<ol> <li>Any other matter specifically mentioned in the Contract;</li> </ol>		
		(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.		
16.	GOVERNING LAW	(a) The Contract shall be governed by and interpreted in accordance with the		
	AND	laws of India.		
	SETTLEME	(b) Any dispute or claim arising out of/relating to this Contract of the		
	NT OF	breach, termination or the invalidity thereof, shall be settled by the		
	DISPUTES	Hon'ble Courts of Justice at Palakkad.		
		(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-II.		
		(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 regard will be		
		entertained.		

### **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. P-45021/2/2017-PP(BE-II) dated 16-
			09-2020 from Department for Promotion of Industry
			and Internal Trade (Public Procurement Section),
		2.	Ministry of Commerce and Industry, Govt. of India.
		۷.	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
			16-09-2020.
		3.	The Institute reserves the right to buy different
			items/quantities from different bidders considering price of
			individual/group of equipment/items or any other factors
	AWADD OF DUDGIAGE	1	as decided by the Committee.
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
	ORDER		the successful Bidder in writing.
		2.	_
			within SEVEN DAYS of its issuance. No amendments
			will be permitted beyond this period.
		3.	The Purchase Order will constitute the foundation of the
	COMPDACE ACDEEMENT	1	Contract.
3	CONTRACT AGREEMENT	1.	Within <b>SEVEN DAYS</b> of receipt of the Purchase Order, the successful Bidder shall sign and date its copy on each
			page and return it to the Purchaser.
		2.	
			successful Bidder on each page shall constitute the
	G037777 4 G77 7 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		Contract Agreement.
4	CONTRACT DOCUMENTS /	1.	<i>U</i> 1
	AMENDMENT TO CONTRACT		of these documents) are intended to be correlative, complementary and mutually explanatory. The Contract
	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
			<ul><li>(iv) Supplier's Bid</li><li>(v) Tender Document</li></ul>
		3.	No amendment or other variation of the Contract shall be
		۶.	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**

Name of the Item	Shaker hydrogenation Reactor
Quantity	1
Warranty Period	1

S. No.	Items	IIT PKD required Specification	
1	Shaker hydrogenation Reactor	Shaker type Hydrogenation Apparatus made of chemically resistant material	
		Capacity: Max. 500mL (accommodate reaction bottle of 250 ml & 500ml)	
		Maximum Pressure: around 60 psi	
		Maximum Temperature: around 80° C	
		Apparatus will included with Tank pressure gauge/indicator and bottle pressure gauge/indicator, standard motor and High-quality gas supply Hose/tubing	
		Pressure gauge/Valves made of high quality material - SS	
		Sturdy shaking mechanism for continuous and uniform shaking	
		The four litre gas tank, bottle holder and sturdy shaker are arranged in a compact assembly on a steel base for convenient operation on a laboratory bench or in a hood.	
		Accessories:  1. Reaction Bottle (500 & 250 ml) -3 No.s each made of borosilicate glass  2. Tube with fittings for 500 ml & 250 ml reaction bottles  3. Spacer spool for accommodating 250 ml bottle  4. Stopper, Neoprene -pk/12	
		ISO certification for overall quality assurance and management compliance aspects	
		Manufactured with CE/PED certification for design and manufacture of pressure reactors and assemblies for laboratory applications for ensuring operator safety for handling high pressure system	
		Vendor should submit the documents of minimum 3 past purchase order copies or more installations of same equipment from government/ PSU/reputed Institutes.	
		The vendor/Supplier should not be blacklisted by any Government/ Semi Government/ NonGovernment Organizations.	
		Warranty: 01 year from the date of installation.	

#### <u>UNDERTAKING BY THE BIDDER</u> (TO BE SUBMITTED ONLY THROUGH ONLINE MODE IN APPROPRIATE FORMAT)

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 hereby accept that the PRICES OF THE EQUIPMENTS/ITEMS QUOTED ARE AS PER THE INCOTERMS 2022 - DDP MODE, IIT PALAKKAD AND CLAUSE NO.6 OF THE TENDER DOCUMENT

 $\underline{\text{Note:}} \textbf{This letter should be on the } \underline{\textbf{letterhead of the quoting firm}} \textbf{ and should be signed by a Competent Authority.}$ 

# 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.			
category.  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			
Authorized signatory (To be duly authorized by the Board of Directors) <insert and="" contact="" designation="" name,="" no.=""></insert>			
[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.]