

 INDIAN INSTITUTE OF TECHNOLOGY PALAKKAD	Indian Institute of Technology Palakkad 678 557 भारतीयप्रौद्योगिकीसंस्थानपालक्काड 678 557 STORES & PURCHASE SECTION Email: purchase@iitpkd.ac.in Telephone : 04923-226586/87 GSTIN: 32AAAI9910J1ZR
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Tender No. IITPKD/ADMN/071/2020-21
Date of Publication: 09-02-2021
Date/Time of Closing: 22-02-2021, 1500 hours

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

HIRING OF BUSES (40 SEATER) FOR OFFICIAL PURPOSES OF IIT PALAKKAD

Tender Documents may be downloaded from the e-Wizard Portal <https://mhrd.euniwizarde.com/>. Aspiring Bidders who have not enrolled / registered in e-Wizard should enroll / register before participating through the website <https://mhrd.euniwizarde.com/>. Bidders are advised to go through instructions provided at “**Procedure for Submission of E-tender**”. [Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this eProcurement 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 <https://mhrd.euniwizarde.com/> as per the timeline below.

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

S. No.	Events	Date and Time
1	Publication of the Tender Document	09-02-2021
2	Last Date/Time for submission of ONLINE Bids	22-02-2021, 1500 hours
3	Opening of Pre-qualification/Techno-Commercial Bids	22-02-2021, 1515 hours

TERMS AND CONDITIONS

<p style="text-align: center;">1</p>	<p style="text-align: center;">GENERAL</p>	<ul style="list-style-type: none">(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 Document will not be accepted by the Institute.(f) Except for any such clarification by the Institute, which is expressly stated to be an addendum to the tender document issued by the Registrar, IIT Palakkad, no written or oral communication, presentation or explanation by any other employee of any of the Sections/Departments of the Institute, shall be taken to bind or fetter the Institute.(g) By submitting the tender for the prescribed service, the agency will be deemed to have satisfied themselves by location of the institute, its campuses (permanent/transit/temporary) and that the rates quoted by them in the tender will be adequate to the services according to specification and conditions attached thereto. No additional charges shall be claimed by the Contractor during the Contract period.
<p style="text-align: center;">2</p>	<p style="text-align: center;">TERMS AND CONDITIONS OF THE CONTRACT</p>	<ul style="list-style-type: none">a) Movement of the vehicles will be reckoned from places as instructed by the IITPKD or the Nodal Officer during the Contract period.b) The vehicle should be for the use of IITPKD exclusively and shall be kept at the disposal of IITPKD. The Contractor should maintain a Logbook in which the daily entries such as opening meter reading, starting time, ending time, closing meter reading for every trip are made and ensure that both the driver and the Nodal Officer have signed against the entries daily.c) During the weekly/periodical rest of drivers, alternate drivers, who would relieve the existing drivers shall be made available before the driver on duty, leaves. Under normal circumstances, neither the drivers nor the vehicles shall be utilized for other purposes by the Contractor, other than those designated by the Nodal Officer of the institute. In case of occurrence of such events, the Nodal Officer shall not accept the vehicles supplied by the Contractor unless he is fully satisfied about the alternate arrangement made and proportionate payment as deemed adequate shall be deducted till proper alternate arrangement is made by the Contractor.d) A monthly duty chart of the drivers/relievers shall be provided to the Nodal Officer latest by 25th of every month. Any change in the duty chart shall be informed to the Nodal Officer in advance by the

		<p>Contractor.</p> <p>e) The Contract period is initially for a period of TWO YEARS. However, the Contract may be extended for further period of One Year, on mutual agreement, on the same terms and conditions including rates, if the services of the Contractor are satisfactory.</p> <p>f) The Contract shall commence within SEVEN DAYS from the date of its issuance of the Work Order and the vehicles shall be ready/deployed in the institute within the time period stipulated above.</p> <p>g) The vehicle is required to run at any time including night. It should be possible for the Contractor to arrange the vehicles to turn up at a short notice during emergency situations. No extra payment will be made for night halt at other stations.</p> <p>h) It is the responsibility of the Contractor to provide additional driver in case the vehicle is run for the whole day or overtime charges for the driver for replacement in case of the regular driver taking weekly off or goes on some other leave. The vehicle should be available for 24 hours on all the days throughout the Contract Period.</p> <p>i) In case there is any failure/break down of the vehicles, immediate alternate arrangements shall be made for replacing the same with a similar vehicle. The meter reading/timing will not be accounted for the break down period until an alternate arrangement is made.</p> <p>j) When the vehicles are sent for servicing or obtaining FC, an alternate vehicle which meets the same specifications (model, year of manufacturing, etc.), shall be provided by the Contractor. At any point in time of the Contract, if the alternative vehicles, which do not meet these specifications are provided, then a penalty of Rs.1000/- (Rupees One Thousand Only) shall be levied on the bidder, on a daily basis.</p> <p>k) IITPKD will not take any responsibility in respect of any compensation/claim or any charges due to any accident involving the vehicles on hire. It is the responsibility of the Contractor or his representative (drivers) to lodge FIR etc with the police. All RTO related issues and traffic violations shall be taken care of by the Contractor. Contractor shall be responsible for all injury due to any accident to persons, including to those engaged by him/her and those affected by the accident.</p> <p>l) The Contractor shall be responsible for the safety, medical care and other facilities of the drivers, who shall be fully licensed to operate the vehicles hired. IITPKD will not take any responsibility on the actions of the drivers.</p> <p>m) The drivers of the vehicles shall be provided with adequate cash by the Contractor to carry out any minor repairs of emergent nature, so that time is not wasted due to such repairs. Drivers should also be ready for discharging obligations due to parking and toll charges. Parking and toll charges will be reimbursed upon provision of proper supporting documents along with the monthly bills.</p> <p>n) The vehicle provided on hiring shall be in working condition, neat and tidy and to the satisfaction of the institute and capable of working in difficult terrain including irregular roads.</p> <p>o) If the bidder is an individual person, the RC book should be in the name of bidder. If the bidder is a travel firm, the authorization letter from the owner/proprietor of the firm/vehicle shall be submitted for running his vehicle by the bidder, along with the offer.</p> <p>p) IITPKD does not take any responsibility for providing accommodation to the drivers. Boarding, personal transportation of drivers shall be the Contractor's responsibility.</p> <p>q) If vehicles are not provided or not accepted by the Nodal Officer for reason(s) therein, proportionate amount will be deducted from the bill even it is for one day. If the vehicle is not made along with the driver when it is required or called by the institute, a fine amounting to double the hiring charges per day shall be imposed on the Contractor and shall be at the discretion of the Institute/Nodal Officer depending upon the merit of the case.</p> <p>r) Tampering of meter reading, vehicle usage timings, overwriting of log</p>
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sheet and misbehaviour of drivers while on duty shall be viewed seriously, leading to cancellation of Contract.

- s) **Contractor shall not engage any person below 18 years or above 55 years of age. Necessary certificate in support of age of the drivers shall be submitted along with the Pre-qualification/Techno-Commercial bid.**
- t) Notwithstanding any clause/conditions above, the bidder shall note that the vehicles provided/drivers deployed shall adhere to flexible in timing/usage considering the academic/official nature and work of the Institute.
- u) All repairs and maintenance, running costs, fuel, lubricants, salaries of drivers, taxes, etc. necessary for the running and maintenance of vehicles shall be borne by the Contractor.
- v) Contractor shall be responsible for the good conduct of the drivers employed and if at any point of time any driver is found to be working against the interest of the institute, the driver shall be withdrawn and an alternate driver shall be provided to the institute at no additional cost.
- w) Contractor shall not deploy any vehicle running on LPG/CNG.
- x) All hired vehicles shall be under the administrative control of the institute and shall be parked in designated locations of the Institute when not in use, during the Contract period.
- y) Vehicles should be fitted with needed accessories to drive on State and National highways including during the nights. Fog lights are to be fitted and in working condition. Vehicles shall also be fitted with towing hook.
- z) The Contractor should assume all liabilities and keep the Institute wholly indemnified against any action, suit, cost, damages, charges and expenses arising how-so-ever out of the operation of the vehicles.
- aa) The Contractor should not assign the Contract or any part thereof to any third party.
- bb) The page number should be marked in all pages serially (including all supporting documents enclosed with the tender document).
- cc) Drivers should always carry all necessary documents related to Registration, Insurance including Third Party Insurance, Pollution Check, RTO Tax Payment, valid Driving License (original) and any other Documents that is deemed to be essential as per the rules and regulations of extant laws.
- dd) The Contract is valid only for providing services of vehicle hiring and at no point of time any or all the staff of Contractor shall raise a claim for employment in IITPKD.
- ee) If a temporary vehicle is provided by the Contractor in the intervening period and its mileage will be taken separately from reporting to discharging and will be added to the total logbook for the month.
- ff) The drivers provided by the Contractor should fulfil the following conditions:
 - i. Should be in possession of valid commercial driving license issued by RTO for the class of vehicle he is driving.
 - ii. Should be in presentable dress, which should be properly washed/ironed.
 - iii. Should be qualified to read and write and have minimum three years of experience as driver.
 - iv. Should not smoke or drink, chew Pan/Pan masala/Tobacco inside the car both while driving or otherwise.
 - v. Should not get indulged in any activity inimical to security of the officials/guests traveling in the vehicle.
 - vi. Should be in possession of mobile phone with valid connection.
 - vii. Should not use mobile phone, while driving.
 - viii. Minimum wages recommended by GOI for drivers should be followed by the Contractor.
 - ix. The age of the driver should be between 18 to 55 years and Medical Fitness Certificate issued by Competent Authorities from Government Hospital shall be produced while engaging drivers for duty after award of Contract.
- gg) In the event of drivers not being in a presentable dress, not behaving properly, engaging in rash and unsafe driving, the Institute shall have right to expel or refuse entry to such drivers and the vehicle to be treated

		<p>as absent for the day.</p> <p>hh) The rules and regulations stipulated for the drivers by the firms including those in the tender conditions in the document shall be provided in the form of undertaking and the signature of the drivers shall be obtained and the copy of the same has to be provided by the Contractor to the Institute after the award of Contract.</p> <p>ii) Driver should be alert/careful enough to take care of items/material kept in the vehicles.</p> <p>jj) Vehicles should possess portable fire extinguisher.</p> <p>kk) A Single Point of Contact (SPoC) shall be provided by the Contractor, who shall be coordinating with the Nodal Officer right from the day of award of the Contract till the its expiration, for all matters pertaining to the Contract.</p> <p>ll) The bidder should give a certificate that none of his/her near relative is working in the Institute as in Annexure-II. Due to breach of this condition by the company or firm or any other person, the tender shall be rejected, and Bid Security will be forfeited at any stage whenever it is noticed. IITPKD will not pay any damage to the company or firm or the concerned person in such instances</p> <p>mm) The near relatives for this purpose are defined as:</p> <ul style="list-style-type: none"> (a) Members of a Hindu undivided family. (b) Spouse. (c) The one is related to the other in the manner as father, mother, son(s) and Son's wife (daughter-in-law), Daughter(s) and daughter's husband (son-in-law), brother(s) and brother's wife, sister(s) and sister's husband (brother-in-law). <p>nn) The bidder shall provide the Declaration as given in the Annexure-III.</p>
3	AMENDMENTS IN THE TENDER DOCUMENT	<p>(a) 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 amendment(s).</p> <p>(b) Amendments will be intimated through the e-Wizard Portal and the bidders shall ensure that the amendments are carried out in the bid before submission. The amendments will not be published in newspapers. Bidders should regularly visit e-Wizard Portal to keep themselves updated.</p> <p>(c) No extension in the bid due date/ time shall be considered on account of delay in receipt of any document by mail. Further, it will be assumed that the Bidder has taken into account, such amendments, while submitting the bid.</p>
4	COMPOSITION OF THE TENDER DOCUMENT	<p>(a) The Tender Document comprises of:</p> <ol style="list-style-type: none"> 1) Format of Performance Security (Annexure-I) 2) Near Relative Certificate (Annexure-II) 3) Declaration (Annexure-III) 4) Bid Security Declaration Form (Annexure-IV) 5) Procedure for Submission of e-Tender (Annexure-V) <p>(b) The bidder is expected to examine all instructions, forms, terms and conditions in the Tender Document. In the event of discovery of any missing pages, the bidder shall inform the same to the Section/ Department concerned. Failure to furnish the information required by the Tender Document or submission of a tender not substantially responsive to the Tender Document in every respect will be at the bidder's risk and may result in rejection of the bid.</p> <p>(c) The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Document.</p>
5	LANGUAGE/FORMAT/SIGNING OF THE BID	<p>(a) 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.</p>

		<p>(b) The documents comprising the bid shall be typed or written in indelible ink and all the pages shall be signed by the bidder or a person or persons authorized by the bidder. All the pages of the bid shall be numbered and except for unamendable printed, shall be signed by the person or persons authorized.</p> <p>(c) The bid shall not contain any internalization, erasures, overwriting, except to correct errors made by the bidder, in which case the person or persons signing the bid shall initial such corrections with date.</p>
6	DOCUMENTS COMPRISING THE BID	<p>(a) The Pre Qualification, Techno Commercial and Commercial Bids shall be submitted ONLINE through the portal mentioned as Cover One and Cover Two.</p> <p>(b) Bids submitted in any mode other than ONLINE will be rejected outright.</p> <p>(c) Documents establishing the conformity of the terms and conditions of the Tender Document shall be provided along with the bid.</p> <p>(d) Information related to the agency/bidder such as photocopies of the Registration/PAN/GST/TIN shall be furnished.</p> <p>(e) The Pre-qualification/Techno-Commercial bid should consist of all Pre-qualification/Techno-Commercial details. No prices should be included in the Pre-qualification/Techno-Commercial bid. Mentioning of Prices in the Pre-qualification/Techno-Commercial shall lead to <u>DISQUALIFICATION</u>.</p> <p>(f) Bidders who are bidding for this NIT shall,</p> <ol style="list-style-type: none"> 1) The bidder should have an overall experience of minimum THREE YEARS in the field of supplying commercial vehicles/cars to any Central/State Government organization or a Public Sector Undertaking/Autonomous Bodies. Necessary documentary evidence such as copies of the Work Order/Contract/Feedback/Performance Certificate from the client shall be enclosed with the bids. 2) The bidder should have an Annual Turnover of Rs.40,00,000/- (Rupees Forty Lakh Only) during each of the last three financial years (2017-18, 2018-19,2019-20). Audited financial statements or financial statement showing turnover duly certified by a Chartered Accountant shall be enclosed as a proof for the same. <p>(g) Digitally signed Tender Document should be submitted in Cover One.</p>
7	EARNEST MONEY DEPOSIT (EMD)	<p>(a) The bidder shall furnish, as part of the Pre-qualification/Techno-Commercial bid, Bid Security Declaration Form as per the Annexure-IV.</p> <p>(b) Bids not accompanied by Bid Security Declaration Form shall be rejected/disqualified.</p>
8	PERFORMANCE SECURITY	<p>(a) The performance security shall be submitted within FIFTEEN DAYS of receipt of the material by the IITPKD. The successful bidder shall furnish the Performance Security equal to 3%</p> <p>(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 sixty (60) days after the date of completion of warranty period. It shall be ensured by the successful bidder that the validity of the Performance Security submitted is extended depending on the date of commencement of the Warranty.</p> <p>(c) The performance security shall be a bank guarantee (in the format as provided in Annexure-I of the bidding documents) issued by the Indian Scheduled bank acceptable to the IITPKD or a Demand Draft favoring, INDIAN INSTITUTE OF TECHNOLOGY PALAKKAD payable at PALAKKAD.</p> <p>(d) The performance security shall automatically become null and void once all the obligations of the Agency 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 Agency not later than fifteen (15) days after its expiration.</p> <p>(e) Failure of the successful Bidder to comply with the requirements shall constitute enough grounds for the annulment of the award, 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.</p>
9	BID PRICES AND CURRENCY	<p>(a) Prices shall be quoted separately for each item.</p>

		<p>(b) The rates quoted shall include all charges like driver's salary, Bata, travelling allowance, all kinds of taxes and service charges as applicable and other miscellaneous charges, if any. No hidden charges shall be raised in the monthly invoice/bill.</p> <p>(c) Rates quoted by the bidder shall not be changed due to increase in petrol/diesel/lubricating oil or for any other reason during the Contract period.</p> <p>(d) Prices shall be quoted in Indian Rupees (INR).</p>
9	CONFORMITY OF THE TENDER DOCUMENT	<p>(a) The Bidder shall furnish, as part of its bid, documents establishing the conformity of the terms and conditions that the Bidder proposes to offer under the Contract to the requirements of IITPKD, as given in the Tender Document.</p>
10	PERIOD OF VALIDITY OF BIDS	<p>(a) Bids shall remain valid for a period of 180 DAYS after the date of the deadline for submission of bids prescribed by IITPKD.</p> <p>(b) If the deadline is extended due to unforeseen circumstances, the bid validity shall be deemed to have extended accordingly.</p>
11	MODIFICATION AND WITHDRAWAL OF BIDS PURCHASER'S RIGHT TO ACCEPT/REJECT BIDS	<p>(a) The Bidder may modify or withdraw the bid after submission only through ONLINE mode, within the period of deadline for submission of bids.</p> <p>(b) No bids can be modified subsequent to the deadline for submission of Bids.</p> <p>(c) No bids can be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period.</p> <p>(d) IITPKD reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.</p> <p>(e) IITPKD reserves the right to negotiate with the Bidder whose bid has been evaluated as the lowest quote.</p>
12	OPENING, EXAMINATION, CLARIFICATION AND EVALUATION OF BIDS	<p>(a) The Pre-qualification/Techno-Commercial bids will be opened on the prescribed date and time as mentioned in the Bid document in ONLINE mode.</p> <p>(b) IITPKD will evaluate the Pre-qualification/Techno-Commercial bids. Those bids, whose Pre-qualification/Techno-Commercial bids fulfill the Pre-qualification/Techno-Commercial requirements and responsive to the tender requirements will be considered. Those bids which found to be either non-responsive, not satisfying the Pre-qualification/Techno-Commercial requirements or both will not be considered and will be rejected.</p> <p>(c) The Price bids of the successful bidders on the basis of evaluation as mentioned in will be considered for the next stage for opening.</p> <p>(d) IITPKD will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required security has been furnished, whether the documents have been properly signed and whether the bids are generally in order.</p> <p>(e) Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If a Bidder does not accept the correction of errors, the bid will be rejected and its EMD may be forfeited.</p> <p>(f) IITPKD 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.</p> <p>(g) Prior to the detailed evaluation, IITPKD will determine whether each bid is complete and is substantially responsive to the Tender Document. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Tender Document without material deviations, exceptions, objections, conditionality or reservations. A deviation, exception, objection, conditionality, or reservation is:</p> <ol style="list-style-type: none"> i. One that limits in any substantial way the scope, quality, or performance of the contract; OR ii. One that limits, in any substantial way that is inconsistent with the Tender Document, IITPKD's rights or the successful

		<p>Bidder's obligations under the Contract: and</p> <p>iii. One that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.</p> <p>(h) If a bid is not substantially responsive, it shall be rejected by IITPKD and may not subsequently be made responsive by the Bidder by correction of the non-conformity. IITPKD's determination of bid responsiveness will be based on the contents of the bid itself and any written clarifications submitted by the Bidder.</p> <p>(i) During the bid evaluation, the IITPKD 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.</p> <p>(j) IITPKD will evaluate the bids that have been determined to be substantially responsive.</p> <p>(k) From the time of bid opening to the time of Contract award, if any Bidder wishes to contact IITPKD on any matter related to the bid, it shall do so through ONLINE mode ONLY.</p> <p>(l) If a Bidder tries to directly influence IITPKD or otherwise interfere in the bid evaluation process and the Contract award decision, his bid shall be rejected.</p>
13	TERMS OF PAYMENT / TAX AND DUTIES	<p>(a) No advance payment will be made during the Contract Period.</p> <p>(b) Monthly bills shall be submitted in duplicate to the Institute through the Nodal Officer, along with the photocopy of the logbook/log sheets duly signed by the Nodal Officer. Payment will be processed on monthly basis. Contractor shall submit an undertaking along with monthly bills that he will deposit the PF and ESI on time. The bill for the present month will be processed only on showing the receipts of depositing of all the previous PF and ESI.</p> <p>(c) The payment shall be made based on the maximum prescribed limit of 3500 km per month.</p> <p>(d) Payment will be made once a month through RTGS/NEFT. Bill should be accompanied by the log sheets/duty charts duly endorsed and forwarded by the Nodal Officer, while claiming payment. The Contractor shall furnish the details such as Account No, Account Name, IFSC Code, Bank address etc along with the bid. At the time of payment of bills, the taxes shall be deducted as per the extant Government rules and guidelines. Any Government Orders released during the Contract period, with regard to the taxes shall be automatically applicable to the Contractor either retrospectively or prospectively, as the case may be.</p> <p>(e) The Contractor should ensure payment of all taxes, duties, levies and charges assessed by all municipal, state or national government authorities, in connection with the Goods and Services under the Contract.</p>
14	TERMINATION OF THE CONTRACT	<p>(a) The Institute, without prejudice to any other remedy, terminate the Contract in whole or in parts in the event of the following:</p> <p>(b) If the Contractor fails to arrange the supply of any or all the vehicles within the period specified in the Contract or any extension thereof granted by the Institute.</p> <p>(c) If the Contractor fails to perform any other obligation(s) under the contract.</p> <p>(d) The Contract can be terminated by giving THIRTY DAYS notice in advance, in writing, by the either side.</p> <p>(e) IITPKD reserves the right to terminate the contract if the Contractor defaults on any of the time limits specified.</p>
15	PENALTIES	<p>a) If the Contractor fails to complete any of the activities in accordance with the time specified for it, the loss or the damage due to them shall be recovered from the Contractor on the prevailing market rates.</p>
16	INDEMNITY	<p>a) The Contract shall be governed by and interpreted in accordance with the prevailing laws of India. The laws will include all national, provincial, municipal, state or other laws that affect the performance of the Contract and are binding upon the Contractor.</p> <p>b) The Contractor shall indemnify and hold harmless the Purchaser from and against any and/or all losses, liabilities and costs (including losses, liabilities and costs incurred in defending a claim alleging such a</p>

		<p>liability.</p> <p>c) In case the Contractor fails to perform the work, it shall be liable for payment of liquidated damages to the Institute as per decision of the Director besides forfeiture of his EMD without prejudice to any other legal action which may be taken against him.</p>
17	EFFECT OF FORCE MAJEURE	<p>(a) If the Agency is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the IITPKD in writing of the occurrence of such event and the circumstances of the event of Force Majeure within FIFTEEN (15) DAYS after the occurrence of such event.</p> <p>(b) The Agency, 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.</p> <p>(c) No delay or non-performance by the Agency caused by the occurrence of any event of Force Majeure shall:</p> <ol style="list-style-type: none"> 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. <p>(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 <u>giving</u> a notice to the Agency.</p>
18	ASSIGNMENT	<p>The Agency shall not, without the prior written consent of the IITPKD, assign to any third party, the Contract or any part thereof.</p>
19	GOVERNING LAW AND SETTLEMENT OF DISPUTES	<p>(a) The Contract shall be governed by and interpreted in accordance with the laws of India.</p> <p>(b) Any dispute or claim arising out of/relating to this Contract of the breach, termination or the invalidity thereof, shall be settled by the Hon'ble Courts of Justice at Palakkad.</p> <p>(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-III.</p> <p>(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.</p>

AWARD OF CONTRACT

1	AWARD CRITERIA	<ol style="list-style-type: none">1. IITPKD will award the Contract to the Bidder whose bid has been determined to be substantially responsive.
2	AWARD OF CONTRACT	<ol style="list-style-type: none">1. Prior to the expiration of the period of bid validity, IITPKD will issue the Letter of Intent / Work Order to the successful Bidder in writing.2. Any amendment(s) in the Work Order will be permitted within SEVEN DAYS of its issuance. No amendments will be permitted beyond this period.3. The Work Order will constitute the foundation of the Contract.4. While the selection of the successful bidder will be based on L1, the Institute would decide upon the selection based on Pre-qualification/Techno-Commercial evaluation.5. Purchaser will award the Contract to the Bidder, whose bid has been determined to be substantially responsive and evaluated as the lowest quote.6. Prior to the expiration of the period of bid validity, the Purchaser will issue the Letter of Intent/Work Order to the successful Bidder in writing.7. The Work Order shall constitute the foundation of the Contract.8. IITPKD reserves right to reject any or all bids or to split up or to distribute work in any manner among two or more contractors without assigning any reason. The Contractors will have no option to refuse such splitting up.
3	CONTRACT AGREEMENT	<ol style="list-style-type: none">1. Within SEVEN DAYS of receipt of the Work Order, the successful bidder shall sign (with date) the copy on each page and return it to the Purchaser, along with the Performance Security.2. Copy of the Work Order duly signed and dated by the successful bidder on each page shall constitute the part of the Contract Agreement.3. A Contract Agreement shall be signed on Rs.100/- Stamp Paper within 30 days of issuance of the Work Order.
4	CONTRACT DOCUMENTS / AMENDMENT TO CONTRACT	<ol style="list-style-type: none">1. 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.2. The order of precedence of the Contract documents shall be as follows:<ol style="list-style-type: none">(i) Contract Agreement/Purchase Order(ii) All Forms/Annexures(iii) Scope of the Service/Work(iv) Agency's Bid(v) Tender Document3. No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract and is signed by a duly authorized representative of each party to the Contract.

REGISTRAR

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 service) (hereinafter called the contract) to _____ (hereinafter called the Agency); (Name of the Agency)
 3. AND WHEREAS the Agency 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 Agency 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 Agency 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 Agency and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank liability or damages resulting from any defects or shortcomings of the Agency. The Bank shall pay to the Purchaser any money so demanded notwithstanding any dispute/disputes raised by the Agency in any suit or proceedings pending before any Court relating thereto and the liability under this guarantee shall be absolute and unequivocal.
 6. This Guarantee is valid for a period of thirty six months from the date of signing. (Initial period for which this Guarantee will be valid must be for at least thirty (30) days longer than the anticipated expiry date of the warranty period).
 7. At any time during the period in which this Guarantee is still valid, if the Purchaser agrees to grant a time extension to the Agency or if the Agency 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 Agency.
 8. The Guarantee herein before contained shall not be affected by any change in the Constitution of the Bank or of the Agency.
 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 Agency" 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**Witness 2****Signature****Signature****Name****Name****Address****Address**

NEAR RELATIVE CERTIFICATE

I _____ S/o. / D/o. Shri _____ R/o _____ hereby certify that none of my relative (s) as defined in the tender document is / are employed in IITPKD. In case at any stage, it is found that the information given by me is false /incorrect, IITPKD shall have the absolute right to take any action as deemed fit / without any prior intimation to me.

Dated:

Signature

Name in block letters of the signatory

In capacity of

Signature of Bidder with Seal

Note:

1. In case of Company / Institution/ Body corporate, a list of all Board of Directors shall be submitted along with the bid.
2. In case of Company / Institution/ Body corporate, "Near Relative Certificate" are required to be given by all the Directors of Company / Institution/ Body corporate excluding Government of India / Financial Institution nominees and Independent non-official part time Directors appointed by Government of India or the Governor of State.
3. In case of Proprietorship firm, certificate shall be given by the proprietor.
4. For Partnership firm, certificate shall be given by all the partners.

DECLARATION

I, _____ hereby declare that I am authorized to sign this document and that:

- 1) All the statements made in this bid are true, complete and correct to the best of my knowledge and belief. I understand that if at any stage, it is found that any information given in this bid is false/ incorrect or that our agency does not satisfy the eligibility criteria, our bid is liable to be cancelled/terminated.
- 2) I understand that the decision taken by IITPKD are final and binding in all matters.
- 3) I hereby agree to work as per the terms and conditions stipulated by IITPKD.
- 3) I understand that IITPKD reserves the right to accept or reject or cancel the process and reject all the bids at any stage prior to the award of the Contract, without assigning any reasons, whatsoever.

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

Place: _____

Date: _____

Signature: _____

Name: _____

Designation: _____

BID SECURITY DECLARATION FORM

Date: _____

Tender No. _____

To (insert complete name and address of the purchase)

I/We. The undersigned, declare that:

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

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

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

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

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

Name: _____ (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

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

Note:**This letter should be on the letterhead of the quoting firm and should be signed by a Competent Authority. Non-submission of this will lead to DISQUALIFICATION of bids.**

PROCEDURE FOR SUBMISSION OF E-TENDER

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information bidders may visit the e-Wizard Portal <https://mhrd.euniwizarde.com/>

1. **REGISTRATION PROCESS ON ONLINE PORTAL**
 - (a) Bidders to enroll on the e-Procurement module of the portal <https://mhrd.euniwizarde.com/> by clicking on the link "Bidder Enrolment".
 - (b) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Wizard Portal.
 - (c) Bidders to register upon enrolment their valid Digital Signature Certificate (**Class III Certificates with signing and Encryption key**) issued by any Certifying Authority recognized by CCA India with their profile.
 - (d) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
 - (e) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
2. **TENDER DOCUMENTS SEARCH**
 - (a) Various built-in options are available in the e-Wizard Portal like organization name, value, location, date, other keywords, etc. to search for a tender published on the Online Portal.
 - (b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'Interested tenders' folder.
 - (c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.
3. **BID PREPARATION**
 - (a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
 - (b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
 - (c) Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
 - (d) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/PNG, etc. formats.
4. **BID SUBMISSION**
 - (a) Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
 - (b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
 - (c) Bidder to select the payment option as ONLINE to pay the EMD wherever applicable and enter details of the instrument.
 - (d) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.
 - (e) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
 - (f) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
 - (g) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
 - (h) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no., date & time of submission of the bid with all other relevant details.
 - (i) **The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.**
5. **ASSISTANCE TO BIDDERS**
 - (a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
 - (b) Any queries relating to the process of online bid submission or queries relating to e-Wizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is **011-49606060, 23710092, 23710091, Gagan 8448288987/88, Vijay 9113518121/8448288989, Retnajith 9355030607, Rajesh 8448288990, Suriya 8448288994, Farhan 8448288992, Sanjeeth 8882495599**
6. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).
7. **The bid should be submitted in TWO COVER system** through MHRD portal (<https://mhrd.euniwizarde.com/>.)
8. **The bidders should download the BoQ and Quote price for the service. After quoting the same downloaded file should be uploaded.**