



भारतीय प्रौद्योगिकी संस्थान इंदौर
Indian Institute of Technology Indore
सिमरोल, खंडवा रोड इंदौर – 453552
Simrol, Khandwa Road, Indore- 453552

E-PROCUREMENT MODE

**Bidding Documents for
Servicing and Refilling of different types of Fire
Extinguishers in use at IIT Indore Campus**

**Document to be submitted online
for
(Technical & Financial Bid as per Schedule of requirement)**

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Assistant Registrar
(Materials Management Section)

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सिमरोल, खंडवा रोड़ इंदौर – 453552
Indian Institute of Technology Indore
Tel.: 0731-6603551
Simrol, Khandwa Road, Indore- 453552
Email: mms@iiti.ac.in



TENDER DOCUMENT FOR E-PROCUREMENT

Online Tenders are invited by IIT Indore (in Two bids System) for Servicing and Refilling of different types of fire extinguishers in use at IIT Indore.

Sl. No.	Description of Stores	NIT No.	EMD (in INR) -
1.	Servicing and Refilling of different types of Fire Extinguishers in use at IIT Indore Campus	IITI(MM)/SD/2/2D/359/RMK/2021-22	“NIL” The bidders will have to submit the Bid Security Declaration as per the attached Appendix-I

SUBMISSION OF BIDS ONLINE IN TWO BID- <https://eprocure.gov.in/eprocure/app>

Note:

- I. Tender Documents with details terms & conditions can be downloaded from our website: http://www.iiti.ac.in/tender_mms.php & <https://eprocure.gov.in/eprocure/app>
- II. All the details/documents pertaining to the tender such as tender document, corrigendum, and any further updates will be available only on our website and also at Central Public Procurement Portal.
- III. Bids/Quotations may be submitted directly by the OEM or their Authorized distributors/Dealers/Resell Agents/Channel Partners with proof of authorization.

IIT Indore shall not be responsible for non-receipt bid due to internet issues or any other reasons.

For any issues related to tender please contact Material Management Section,

Tel: +91- 0731-660 Ext 3551/3580/3592 Email: mms@iiti.ac.in

Asst. Registrar (MMS)
IIT Indore

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CHAPTER- 1
Schedule of Tendering:

Sl. No.	Event	Date and Time/ Remarks
01	Downloading of Tender document online from CPPP	From Jan 06, 2022 https://eprocure.gov.in/eprocure/app & http://www.iiti.ac.in/tender_mms.php
02	Last date of submission of Queries	Jan 11, 2022, 5:00 PM (IST) (Query Format attached as Appendix B)
03	Prebid Meeting (online)	Jan 12, 2022, 11:00 AM(IST) Meeting link meet.google.com/ssv-bsvy-xbf (Joining in the meeting would be allowed for the instant request also however prior intimation for joining in the pre-bid meeting, a mail may be dropped to mms@iiti.ac.in)
05	Prebid Report publish on CPPP	Jan 17, 2022
04	Bid Submission Start Date	Jan 18, 2022
05	Last date & Time of Submission of Bids Online	January 27 ,2022 upto 03.00 PM(IST) Please refer tender Terms at IITI
06	Opening of Technical Bids Online	January 28, 2022, at 03.30 PM, (IST) Please refer tender Terms at IITI
07	Bid Security/ Earnest Money Deposit (EMD) Amount	"NIL" . The bidders will have to submit the Bid Security Declaration as per the attached Appendix-I
08	Security Deposit	For due performance of his/their obligations under the contract, during the validity, the successful tenderers shall have to deposit 3% of the total order value as Security Deposit which will be free of interest, immediately after commencement of the contract. This security deposit is to be furnished in the form of Bank Guarantee as per the format furnished by the Institute from any of the Nationalized Banks or SBI or from any one of the scheduled banks or by depositing into the Institute account. The security deposit will be forfeited in case of breach of contract. After successful completion of the contract, the security deposit will be refunded within 60 days after adjusting dues if any to the IITI from the Contractor (Refer Chapter-9 for PBG format)
09	All the communications with respect to the tender shall be addressed to:	Assistant Registrar (MMS), Fourth Floor, Abhinandan Building, IIT Indore, Khandwa Road, Simrol, Indore- 453552 Tel.: 0731-660 Ext. 3150/3369, Email: mms@iiti.ac.in
10	Submission of Bid Online	https://eprocure.gov.in/eprocure/app
11	For assistance If any	CPP Portal website: www.eprocure.gov.in CPP Portal Help Desk Toll-Free No.: 18002337315, 180030702232



CHAPTER- 2**INSTRUCTIONS TO THE TENDERERS**

The tender shall be submitted in accordance with these instructions and any tender not confirming to the instructions as under is liable to be rejected. These instructions shall form the part of the tender and the contract.

1. For Online Bid Submission as per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)). The bidders are required to submit copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates.
2. More information useful for submitting the online bids on the CPP Portal is available/obtained at [URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)
3. For Registration: Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
4. Foreign Bidders have to refer "DSC details for foreign Bidders" for Digital signature Certificates requirements which comes under Download Tab at <http://eprocure.gov.in/eprocure/app?page=Standard Bidding Documents &service=page> and the remaining part is same as above and below.
5. While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any tenderer stipulate any condition of his own, such conditional tender is liable to be rejected.
6. IITI reserves the right to reject any tender/bid wholly or partly without assigning any reason.
7. The Technical Committee constituted by the IITI shall have the right to verify the particulars furnished by the bidder independently.
8. Tenderer shall take into account all costs including installation, commissioning, cartage etc. for giving delivery of material at site i.e. IIT Indore before quoting the rates. In this regard no claim for any extra payment for any reason shall be entertained.
9. The item should be delivered at IIT Indore, Khandwa Road, Simrol, Indore and the supplier shall be responsible for any damage during the transit of goods.
10. All the tender documents & price bid to be uploaded as per this tender are to be digitally signed by the bidder.
11. Interested bonafide and reputed manufacturers/Indian agents (on behalf of their foreign principals) may submit online bids for each of the above equipment along with all requisite documents.
12. The Bidder(s) may note that ONLINE BIDS will ONLY be accepted. All the requisite supporting documents mentioned in the bid document should and must be uploaded On-line <http://eprocure.gov.in/eprocure/app>. The Bids sent through FAX, E-mail, by hand and/or by post shall not be accepted/ processed, in any case.
13. The bidders may submit duly filled and completed bidding document ONLINE as per instruction contained in the bidding documents. Incomplete bid shall be rejected. The conditions of tender shall be governed by the details contained in complete bid document.
14. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time. The IITI reserves the right to accept or reject any or all the tenders.
15. The detailed instruction for online submissions of bid(s) through e-procurement module of Central Public Procurement of NIC, the bidder(s) may visit following link:- <http://eprocure.gov.in/eprocure/app?page=HelpForContractors&service=page>

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(Materials Management Section)

CHAPTER - 3**Instructions for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:
<https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) 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 CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) 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 DSC's to others which may lead to misuse.
- 6) 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.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) 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 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 3) 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.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. 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 need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) 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 / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected. **The vendor/firm should fill the complete details as mentioned in BOQ and exclusion of any cell of BOQ (Financial bid), the cost will be treated as inclusive of GST and other charges as mentioned in the BOQ column.**
- 4) 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, opening of bids etc. The bidders should follow this time during bid submission.
- 5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

- 8) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1. 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.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

GENERAL INSTRUCTIONS TO THE BIDDERS

- 1) The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in pdf format.
- 2) Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".
- 3) Tenderer are advised to follow the instructions provided in the "Instructions to the Tenderer" for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>

Online Bid Form

The bidder shall complete the online bid form and the appropriate price schedule furnished in the online bidding documents, indicating, inter alia for the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

Online Bid prices

The Bidder shall indicate on the Price Schedule the unit price and total bid prices of the goods it proposes to supply under the Contract. To this end, the Bidders are allowed the option to submit the online bids for any one or more schedule specified in the "Schedule of Requirement" and to offer discounts for combined schedules. However, Bidders shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such bids (for the schedule in question) will not be taken into account for evaluation and will not be considered for award.

Prices indicated in the online price schedule shall be entered separately in the following manner.

I. For goods offered from within India:

- a. The price of the goods should be quoted for destination basis, charges towards freight, installation etc. may be mentioned inclusive of GST as applicable after referring the attached GST Notification.
- b. Any sales or other taxes/duties should be clearly mentioned, which will be payable on the goods in India if the contract is awarded.
- c. Charges for inland transportation, insurance and other local costs incidental to delivery of goods to their final destination should be mentioned.
- d. Any element of cost, taxes, duties levies etc. not specifically indicated in the online bid, shall not be paid by the purchaser. **If GST amount is not quoted in the BOQ (Financial Bid), the total**

cost will be treated as inclusive of GST. No further communication will be entertained later or else the EMD will be forfeited.

II For goods offered from abroad

- a) The price of goods shall be quoted in Ex-Works/FCA/CIP and the same should be mentioned in terms & conditions of the firm.
- b) Charges for inland transportation, insurance and other local costs incidental to delivery of the goods from the port of entry in India to their final destination should be specified.
- c) The terms FOB, CIF, CIP etc. shall be governed by the rules and regulations prescribed in the current edition of INCOTERMS, published by the Chamber of Commerce, Paris.
- d) Prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account, unless otherwise specified in the Schedule of Requirements.

III. Bid currencies

- a. For domestic goods prices shall be quoted in Indian rupees only. Commission for Indian Agent, if payable, shall also be quoted in Indian Rupees only.
- b. For imported goods prices shall be quoted either in Indian rupees or may be quoted in foreign currency and the portion of the allied work and services, which are to be undertaken in India (like installation & commissioning of equipment) are to be quoted in Indian currency.

IV. Indian Agent

- a) If a foreign bidder has engaged an agent in India in connection with its online bid it will be required to give the following information in the online bid:
 - i) *Name and address of the Indian agent with their permanent income tax number.*
 - ii) *Details of the services the agent will render*
 - iii) *Agency commission shall be indicated in the space provided for in the price schedule and will be paid to the bidder's agent in Indian rupees*

V. Period of validity of online bids: Online Bids shall remain valid for acceptance for 180 days after the date of bid submission.

Note – Non-compliance of the above may disqualify your offer for consideration.

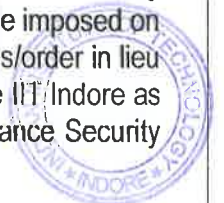
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CHAPTER- 4
GENERAL TERMS AND CONDITIONS

1. **Delivery of Tender: Two- Bid through Online Mode.** IIT Indore reserves the right to ignore any tender who fails to comply with the above instructions without giving any notice.
2. **Two Bid:** Firm should submit the bids online:
 - a) **Technical Bid:** Technical bid will be opened on the due date for technical evaluation of bids. Technical evaluation matrix will be uploaded on CPPP for intimation to the firms. The technically disqualified firms can represent towards disqualification within a week of uploading of technical evaluation matrix on CPPP. **Non-representation within the stipulated time the tender will be processed further and no representation will be accepted thereafter.**
 - b) **Financial Bid:** The financial bids of a technical qualified responsive bidders will be opened.
3. **Bidder:** Tenders are invited only from Original Equipment Manufacturers OR their authorized distributors/dealers, Vendors are requested to attach proof to show that they are the authorized dealers of the brand that they are quoting for the manufacturers of the product. Bids/Quotations of the internationally recognized brand from authorized dealers only will be accepted.
4. **Bid Security (EMD):** The bidders will have to submit the Bid Security Declaration as per the attached Annexure-V. Without submission of declaration bid will not be considered.
5. **Concession/Exemptions:** IIT-I being an academic institute is entitled for availing Customs Duty exemptions in terms of Notfn. No. 51/96 dated 23.07.1996, Notfn. No. 28/2003- Customs dt. 01/03/2003, Notfn. No.43/2017- Customs dt. 30/06/2017 & notfn. No. 47/2017- Integrated Tax (Rate) dt. 14/11/2017, Notfn. No. 10/2018- Integrated Tax (Rate) dt.25/0/2018 and Notfn. No. 45/2017-Central Tax (rate) dt. 14/11/2017, Notfn. No. 45/2017-Union Territory Tax (Rate) dt. 25/01/2018 as amended from time to time. Presently this is valid till 31.08.2026 vide Order No. TU/V/RG-CDE(1145)/2021 Dt.02/09/2021 issued from DSIR-Min. of Sc.& Tech; Govt. of India. **Please state clearly that this Certificate is required.**
6. **Opening of Tenders:** Online tender opening as specified in schedule of requirement. The received bid will be opened online, and it will be evaluated by a technical committee which will decide the suitability as per our specification and requirement. The financial offer/bid will be opened only for the offer/bid which submits all the required necessary documents and verified by the technical committee as technically qualified bidder as per Tender.
 - a) **Award Criteria:** *The Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive, technically qualified and has been determined to be the lowest responsive evaluated bid.*
 - b) **Purchaser's Right to vary Quantities at Time of Award:** *The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the tender without any change in unit price or other terms and conditions. The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract.*
 - c) **Notification of Award:** *Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or e-mail that the bid has been accepted by way of a Purchase Order.*
7. **IIT Indore is green zone campus, hence, after delivery and acceptance of item supplier should take back the waste packing material such as plastic, wrapping paper and toxic material. Further, any wooden packing material to be handed over to store**
8. **Place of Delivery & Schedule:** IIT Indore, SIMROL, Khandwa Road, Indore – 453552 and should be delivered within schedule.

9. **Insurance:** The date of delivery should be strictly adhered to failing which the purchase order is liable to be cancelled. Penalty may be imposed as per P.O. terms & conditions. Goods should be securely, safely and adequately packed & dispatched, and delivered at the risk of the supplier. In case of damage consignment, the same should be replaced without any cost to the Buyer and the supplier can collect the damaged consignment after satisfactory replacement.
10. **Inspection:** Before dispatching the materials, the vendor will give sufficient advance notice of the date in writing on which the goods will be ready for inspection. The Vendor also shall provide the purchaser all necessary facilities for pre-dispatch inspection. If due to any reasons, it is not possible on the part of the purchaser to visit the plant/ site of the Vendor for inspection of the items, the Vendor shall share the detailed schematic diagram, pictures of item and the details as required by the IITI.
11. **Right of Acceptance:** This office does not pledge itself and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the firm shall supply the same at the rate quoted. The firm shall be at liberty to tender for the whole or any portion or to state in the tender that the rate quoted shall apply only if the entire quantity is taken from the firm.
12. Items supplied are subject to inspection and acceptance and the supplier should collect/ replace the rejected items at his cost and risk.
13. **Specification and Make:** Quotation should be given for the exact specification and make as shown in the inquiry against Sl. No. of the item. If in the view of the supplier there is any other alternative item which can serve our purpose, a quotation may also be given for the same separately. Client list along with the order copy of similar equipment supplied to any IITs / any Govt. Organization including detail of price & all charges must be attached. In the case of items quoted having specifications different than those mentioned in the enclosed Tender format, kindly submit the information and the prices in the same format but on an additional Sheet.
14. **Proof of Registration OR OEM Certificate/ Sole Distributorship Certificate MUST be attached.**
15. **No correspondence/discussion/visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tenders for technical discussions/ price negotiations. Any violation of this will render the quotations invalid and the firm is liable to be blacklisted.**
16. **IITI reserves the right to call for techno-commercial/price negotiations. The company should depute a competent representative for such discussion/negotiations whenever called for and he shall be competent to take on-the-spot decisions.**
17. IITI does not bind itself to accept the lowest or any tender and may cancel/withdraw the tender without assigning any reason and no claim whatsoever, for any reason arising out of such action, will be entertained by IITI.
18. **Liquidated Damages:** As Time is the essence of an order, the date of delivery should be strictly adhered to, otherwise the delivery in full or in part may not be accepted and penalty for late delivery will be imposed @ 0.5% (Half Percent) per week subject to a maximum of 10% of the total value of supply order & beyond 10% subject to approval of IITI. In case of delay in installation and Commissioning, Inspection, Certification, even in case of in-sufficient manpower, equipment, consumables, safety standards, scope of work etc. for rendered services also the same rate of penalty shall be leviable.

Agency will not be able to commencing the service up to the mark as per scope of work/ safety standards the whole or any part ordered on the Stipulated period, the LD on applicable rates will be imposed on the order value and will be deducted from the Supplier Agency Payment Claim against the services/order in lieu of delayed supply beyond the stipulated period or as per as mentioned on the order issued by the IIT/Indore as per the LD Rates mentioned in the order and shall be deducted from the Pending Bills /Performance Security Deposit of the Agency by IIT Indore.



19. **Security Deposit:** The firm has to submit a security deposit @ 3% of total order value as Security Deposit which will be free of interest, within 15 days after commencement of the contract. This security deposit is to be furnished in the form of Bank Guarantee as per the format furnished by the Institute from any of the Nationalized Banks or SBI or from any one of the scheduled commercial banks. **The validity of such security deposit should be 2 months beyond the scheduled completion date of the contract.** The security deposit will be forfeited in case of breach of any term & the contract/order.
20. **Force Majeure:** Neither the contractor nor the institute shall be liable to the other, for any delay in or failure of their respective obligations under this control caused by occurrences beyond the control of either party because of fire, floods, acts of God, acts of public enemy, wars, riots, strikes, lockouts, sabotage any law statute or ordinance order actions or regulations of the Government or any compliance there is similar to the above. Either party shall promptly notify the other of his commencement and cessation of such contingency and prove that such is beyond the controls and effects the implementation of this contract adversely.
21. The firm may give any of their commercial term, if required, in their techno-commercial offer only, and price quotation should contain only price.
22. Please inform the IIT in writing whether the owner of the firm or any of their partners/employees has close relations working with IIT Indore. This is for record only.
23. **IIT reserves the right to modify/alter/insertion or deletion on any part of the tender document /NIT to ensure fulfillment of its material & service requirement at any stage.**
24. The instructions about bidding given in this advertisement and the Tender Documents should be read thoroughly before bidding. IIT Indore reserves the right to accept or reject any or all quotations at any stage without assigning any reason whatsoever it may be.
25. **Cancellation:** IIT- Indore reserves the right to accept or reject or cancel any or all inquiries or quotations at any stage without assigning any reason thereof. In case of cancellation of order due to Non-compliance of the Terms and Conditions and Breach of the Contract, No compensation will be paid towards the progress of order/procurement.
26. **Governing Law:** The order placed will be a contract between the supplier and the buyer and shall be governed by the LAWS of India and under the contract shall be taken by the parties only in Indore, India to competent jurisdiction.
27. For any dispute, the place of jurisdiction shall be Indore, India only.



CHAPTER-5
SPECIAL TERMS & CONDITIONS

(Please read the following carefully and give acceptance for the same in the prescribed format and submit it with the Technical Bid).

1. and **AGENCIES not meeting essential pre-qualification criteria/conditions for eligibility need not apply.**
2. The TENDER should be submitted in online mode as per details mentioned in relevant chapters of the tender.
3. The general terms condition of this tender includes the Scope of work, the Contractor's responsibilities and warranties, the security Contractor's covenants, payment, termination, post termination responsibility of the Contractor, Non-exclusive and Arbitration clauses.
4. The TENDER is not transferable under any circumstances.
5. No correspondence/discussion/visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tenders for technical discussions/ price negotiations. Any violation of this will render the bids invalid and the firm is liable to be blacklisted.
6. IIT does not bind itself to accept the lowest or any tender and may cancel/withdraw the tender without assigning any reason and no claim whatsoever, for any reason arising out of such action, will be entertained by IIT.
7. Telegraphic, conditional or incomplete TENDER will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the tenderer.
8. IIT INDORE reserves the right to accept or reject any or part of TENDER without assigning any reason thereof, and the decision of IIT INDORE in this respect shall be final and binding on all parties.
9. For any dispute, the place of jurisdiction shall be Indore, India only.
10. In the event of the Security Deposit falling short of the aforesaid amount due to recover/adjustment of the losses suffered by the Institute during the currency of the Contract, the Contractor shall deposit/pay such amount by which the Security Deposit falls short immediately on demand or the same may be recovered from the Contractor's pending Bills with the institute. No claim shall be made against the IIT, Indore in respect of interest, if any due on the security deposit or depreciation in value.
11. In case the contractor fails in fulfilling the obligations fully and in time, IIT shall have the absolute right to take up the work at the Contractor's cost and risk and recover any and all such expenses from the amounts due to the Contractor including Security Deposit. The Institute shall have right to impose penalty of not less than 1% of the total order value (including all taxes), commensurate with the fault and amount towards damages if any, shall be recovered from the bill.
12. The contractor shall abide by all laws and regulations and statutory obligations in force from time to time including labour laws and shall indemnify the IIT from any claims in this regard.



13. All letters posted to Contractor at the address and e-mails sent on the address/id provided by him will be considered to have been delivered in time.
14. If it is observed at any stage that the quality of the work is not satisfactory, the contract/ work order as a whole may be terminated, and the Security deposit forfeited. The Contractor will have no claims whatsoever on the IITI.
15. In case it is found at a later date that the work done is of inferior quality and proper action was not taken at the time of execution of the work, the Contractor shall remain liable to pay compensation to the Institute for the inferior works as determined by the IITI and in case all payments have been made to the Contractor for this work, this amount may be deducted from any sum due to the Contractor on any other work within the Institute.
16. Any liability arising on IITI shall be deducted from the bills of the contractor and if the full amount is not recovered then the same shall be recovered from the security deposit of the contractor. There would be no liabilities towards the workers of the contractor by the IITI.
17. IITI through its officers, reserves the right of altering the specifications of works of adding to or omitting any items of work or of having portions of the same carried out in the Institute by others and such alterations and variations shall not violate this contract.
18. The contractor shall be liable to pay compensation for any loss & damage caused to the property of the IITI or its Staff Members/Students/Visitors by the contractor or his workers.
19. The IITI reserves the right to terminate the contract without assigning any reason by giving a notice of one month. The contractor will also have to serve a notice of one month, if he wishes to terminate the contract.
20. In the event of any dispute arising out of or in connection with this contract, whether during the subsistence of the contract or thereafter, the matter shall be referred to the Officer, IITI or any other officer nominated by the IITI for arbitration whose decision shall be final and binding on the parties. The contractor agrees that the arbitrator could be an employee of the Institute & shall not have any objections in this regard. The proceedings before the arbitrator would be governed by the provision of the Arbitration Act 1996.
21. The contractor should not be employee of IITI, Central or State Government, Autonomous Body, R&D Labs, IITI, IISER or PSU. He should submit a declaration to this effect.
22. No escalation of percentage of Contractor's Service Charges and/or cost of materials shall be admissible during the term of the contract.

SCOPE OF WORK

The Contractor should provide servicing and refilling of different type of fire extinguishers in use at IIT Indore Campus.

1. The contractor is required to service and refill the fire extinguishers of IIT Indore at his work which will include emptying of the fire extinguisher, refill of extinguishing media, making all the accessories functional, replacing accessories where ever necessary (including pressure gauge, handles, suction pipe, other metallic and rubber parts necessary for the extinguisher to work properly).
2. All the fire extinguishers will be re-painted and due sticker will be pasted on the body of the fire extinguisher clearly indicating the month/year of refill and the expiry date.
3. The extinguishing media should be MAP-50 of Amprax brand or KV Fire brand for the for MAP type fire extinguishers.



4. The contractor is required to provide a reference sample of the extinguishing media which he would be using for the refill of the Fire Extinguishers. Institute is free to check any 1 out of every lot refilled for the checking/testing the efficiency of the FE and for verification of power filled by the contractor and comparing with the reference material, such extinguisher will be refilled free of cost in the subsequent lot by the contractor.
5. Each and every fire extinguisher will be subjected to hydraulic test by the contractor in his facility (external agency in case of CO2 type Fire extinguishers) and a certificate to this effect shall be submitted to the Institute.
6. The extinguishers should bear a warranty of 3 years after refilling and hydraulic testing. In case the pressure comes down without usage the contractor will be required to refill the same **without any extra cost**.
7. The approximate numbers of fire extinguishers during the next one year are appended below, the bill at actual will be admitted for payment:

SI No.	Type of Fire Extinguisher	Quantity
1.	ABC type Fire Extinguisher stored pressure MAP-50 2 KG capacity	21
2.	ABC type Fire Extinguisher stored pressure MAP-50 4 KG capacity	22
3.	ABC type Fire Extinguisher stored pressure MAP-50 5 KG capacity	6
4.	ABC type Fire Extinguisher stored pressure MAP-50 6 KG capacity	274
5.	ABC type Fire Extinguisher stored pressure MAP-50 9 KG capacity	7
6.	WATER-CO2 type Fire Extinguisher 9 Ltr Capacity	24
7.	CO2 type Fire Extinguisher 4.5 KG	65

8. The contractor is required to contact the user department, start inspection of the site and servicing/refilling of the Fire Extinguisher within 15 days of receipt of formal work/service order.

The Contractor's Responsibilities and Warranties

The Contractor hereby represents warrants and confirms to IITI that he:

1. has full capacity, power and authority to enter into an Agreement; and during the continuance of this Agreement, will continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein and has already taken and will continue to take all necessary and further actions, (including where applicable without limitation obtaining of all Governmental and other necessary approvals/consents/licenses in all applicable jurisdictions) and to authorise the execution, delivery and performance of this Agreement.
2. has the necessary skills, knowledge, experience, expertise required capital net worth, adequate and competent staff, systems, equipment and procedures and capability or safety standards to duly perform its obligations in accordance with the terms of the Agreement and to the satisfaction of IIT Indore, provided however that IITI's judgment as regards the quality and skills of the Contractor and its facility staff, shall be final and binding on the Contractor.



3. The execution of the Agreement and providing services hereunder by the Contractor to the Institute does not and will not violate, breach any covenants, stipulations or conditions of any Agreement, Deed entered by the Contractor with any third party(ies).

Service period:

- a) The contract will be for a period of 01 years from the date of finalization of the contract.
- b) Furthermore, contract can be extended further subject to satisfactory performance report by the user department and by mutual consent of both parties.

Payment

Running payment will be paid by the IIT Indore for servicing and refilling of different types of fire extinguishers in use at IIT Indore Campus, as per actual basis in accordance with the agreement.

Termination

The contract may be terminated in the event of the occurrence of any of the following contingencies: -
Without any prior notice on the expiry of the contract period.

In case of breach of any of the terms of this Agreement by the Contractor, IITI shall be entitled to terminate this agreement immediately without giving any written notice to the Contractor for the same. At this stage IITI shall be entitled to retain from and out of any monies then due to the Contractor hereunder or which become due after termination thereof, any amount which, according to IITI is due and owing to it by the Contractor arising directly or indirectly under this contract.

IIT Indore shall reserve the right for imposing penalty or cancellation of the contract

Post Termination Responsibility of the Contractor

Upon termination of this Agreement or on renewal of the same, the Contractor shall handover all the equipment items taken by him for the servicing/refilling.

Any breach of the obligation or delay in its implementation shall without prejudice to IITI's other rights at law, result in damages at the rate of actuals with interest thereon at the rate of 18% per annum. This amount may, without prejudice to all other rights of recovery vested by law in IITI, be also recovered from the outstanding dues, if any, of the Contractor held with the Institute.

Liabilities of Contractor:

- (i) Before delivery/commencing of the services the agency shall self-ensure that the refilling, calibration of the cylinder, expiry of gases/cylinder, safe transportation, smooth functional to operate the cylinder is up to the mark as per safety standards and staff appointed by them is fully loyal and responsible to commence the services.
- (ii) The service provider will be responsible for any mishap or accident or untoward incidence during the commencement of services which may occur due to negligence of the service manager, worker, representative of the contractor firm and in case of any loss that might be caused to the IIT Indore due to lapse on the part of the personnel discharging responsibilities will be borne by the Agency.
- (iii) No advance payment on any portion of service will be made under any circumstances.
- (iv) The agency shall ensure that refilling, calibration of the cylinder, expiry of gases/cylinder, safe transportation, smooth functional to operate and staff appointed by them is fully loyal-to and assist the IIT Indore Officials during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immoveable to the entire satisfaction of the IIT Indore.
- (v) The Institute shall have absolutely no responsibility to pay any compensation for any accident occurred to any person/representative/worker of the Contractor during his/their to-and-fro journey and or while

commencing the services of the Institute and no other charges whatsoever shall be payable by the Institute to the Contractor.

Non-Exclusive

It is agreed and clarified that this Agreement is on a non-exclusive basis and the parties are at liberty to enter into similar agreements with others. (Provided, however, the Contractor shall ensure that its entering into agreement/s with other parties, shall not in any way conflict with or affect IITI's interests, rights, remedies under this Agreement or in law).

Arbitration

In the event of disputes, differences, claims and questions arising between the parties hereto arising out of this Agreement or in any way relating or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the parties shall first endeavor to settle such differences, disputes, claims or questions by friendly consultation and failing such settlement, the same shall be referred to the arbitration of arbitrator, to be appointed by IITI. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act 1996 or re-enactment thereof for the time being in force and shall be held in Indore. All legal disputes will be subjected to jurisdiction of Indore Courts.



CHAPTER- 6
TECHNICAL BID

(Bidder should submit compliance matrix along with Technical Bid)

Part-I Technical Bid & list of documents
to be uploaded along with the Annexure-A

Proposals is Online e- Tenders are invited from Professional authorized Agencies/Agents/Dealers capable of providing these services to the institute, for a term of one year extendable to another one year on satisfactory work execution. The Contractor should be fulfilling the following criteria:

(I) ESSENTIAL PRE-QUALIFICATION CRITERIA/ CONDITIONS FOR ELIGIBILITY TO PARTICIPATE:

- 1) The bidders will have to submit the Tender Acceptance Certificate (As per the format attached in Technical Bid) on the letterhead of the company under the seal and signature of the authorized person.
- 2) The bidders will have to submit the Bid Security Declaration (As per the format attached in Technical Bid Appendix-I) on the letter head of the company under seal and signature of the authorized person.
- 3) The Contractor should have an annual turnover minimum of Rs.15 lac or more for the last financial year ending on 31.03.2021 and Rs. 10 lacs or more for the two financial years 2018-19 & 2019-20.
- 4) The Contractor should have at least three years of experience in the field after firm registration.
- 5) The Contractor should comply all the essential conditions/licensing/permissions/certificates of operating a facility of servicing and refilling of different type of fire extinguishers in the State of Madhya Pradesh.
- 6) The Contractor should have sufficient facility for servicing and refilling of different types of fire extinguishers in Indore or nearby areas not beyond 250 kms from the Institute.

(II) DESIRABLE:

1. ISO 9001:2008 Certification
2. Running contract in large Educational Institute(s) of National Importance
3. Total Awards obtained by the Contractor.
4. Good length of experience in the Field of servicing and refilling of different type of fire extinguishers in use at IIT Indore Campus.
5. Sound financial status.



ANNEXURE-A**TECHNICAL BID***(This check list is to be attached with the technical bid in the tender document)*

SI No.	Description	Please Indicate
A	1) Please read carefully the general terms and conditions with respect to a) the scope of work, b) Contractor's representations and warranties, c) Payment d) Termination, e) Post-termination responsibility of the Contractor, f) Non-exclusive and g) Arbitration.	I/We have read the terms and conditions with respect to item A(1) (a) to (g) carefully (please tick in appropriate boxes) <input type="checkbox"/> YES <input type="checkbox"/> NO
SI No.	Description	Indicate Page Number(PN) if Yes

B

Please Ensure the following documents are enclosed, Tick Yes or No against each column:

Essential Pre-Qualification Criterion

1.	Tender Acceptance Certificate (As per the format attached in Technical Bid) on the letter head of the company under seal and signature of authorized person.	<input type="checkbox"/> Yes	<input type="checkbox"/> Page No:	<input type="checkbox"/> No
2.	a) annual turnover of Rs. 15 lac or more for the last financial year ending on 31.03.2021	<input type="checkbox"/> Yes	<input type="checkbox"/> Page No:	<input type="checkbox"/> No
	b) annual turnover of Rs. 10 lac or more for the last financial year 2019-20	<input type="checkbox"/> Yes	<input type="checkbox"/> Page No:	<input type="checkbox"/> No
	c) annual turnover of Rs. 10 lac or more for the last financial year 2018-19	<input type="checkbox"/> Yes	<input type="checkbox"/> Page No:	<input type="checkbox"/> No
3.	The Contractor should have at least three years of experience in the field after registration.	<input type="checkbox"/> Yes	<input type="checkbox"/> Page No:	<input type="checkbox"/> No
4.	The Contractor should comply all the essential conditions/ licensing/permissions/certificates of operating a facility of servicing and refilling of different type of fire extinguishers in the State of Madhya Pradesh.	<input type="checkbox"/> Yes	<input type="checkbox"/> Page No:	<input type="checkbox"/> No
5.	The Contractor should have facility for servicing and refilling of different type of fire extinguishers in Indore or nearby area not beyond 250 kms from the Institute.	<input type="checkbox"/> Yes	<input type="checkbox"/> Page No:	<input type="checkbox"/> No

C

Other points of Technical Bid

1)	Proof of registration (photocopy of registration certificate) of your organization.	<input type="checkbox"/> Yes	<input type="checkbox"/> Page No:	<input type="checkbox"/> No
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2)	Photocopy of GST registration	Yes	Page No:	No
3)	Photocopy of PAN/TAN	Yes	Page No:	No
4)	Profit and Loss Account details for the last 3 years (attach only certificate by your chartered accountant mentioning only the Profit, Loss and Assets, Liabilities details)	Yes	Page No:	No
5)	Status of your Contractor (Proprietorship or Partnership)	Yes	Page No:	No
6)	An self-declaration duly self-attested by the proprietor or the Partners or the authorized signatory of the company, as the case may be that : a) The firm has never been black-listed or changed the name of the firm (in original). b) The proprietor/partners of the firm are not involved in any Police Case/Vigilance inquiry pending or ever been punished by any Hon'ble court.	Yes	Page No:	No
7)	Details of your bankers (account in which the payment is intended to be received by the contractor)	Yes	Page No:	No
8)	List of your current clients.	Yes	Page No:	No
9)	Have you signed all the forms with your office seal?	Yes	Page No:	No

Note for the bidders:

1. Please take a printout of this Annexure "A" and upload the technical bid by attaching the documents to the annexure.
2. The bidder should submit his acceptance against each column as YES/NO and mention the page number in the middle column. In case the answer is No, the bidder should specify the deviation and attach relevant documents if any. (without answer YES/NO it is deemed to be YES)

a). Bidder should enclose literature brochure/catalog and highlight the technical parameters to enable the committee to evaluate the technical bids

(Signature of the Bidder, with Official Seal)



PART –II

Item details and technical specifications as mentioned below:

ITEM: Supply and Installation of Servicing and Refilling of different types of Fire Extinguishers in use at IIT Indore Campus

Sl. No.	Specifications	Details	QTY	Compliance Yes/No	Deviations, if any	If Compliance yes please attached documentary Proof.
1	Supply and Installation of Servicing and Refilling of different type of Fire Extinguishers in use at IIT Indore Campus Details at ANNEXURE-I		01 Job			

Note : The bidder should submit his acceptance against each column as YES/NO and if No, the bidder should specify the deviation.

(Signature of the Bidder, with Official Seal)

CONDITIONS FOR TECHNO-COMMERCIAL BIDS**TECHNICAL**

1. Give brief description of item/equipment/material with accessories. Items offered should conform to BIS (ISI) specifications or as explicitly stated. In case specifications offered are different, separate comparative technical specifications sheet shall be attached with details such as Sl.NO, specifications offered deviations if any, and remarks. Any product brief, test certificates available may be enclosed.
2. List of spares, if applicable should be attached.
3. Any optional, if offered, be provided with their full technical details including their use and advantage.
4. **Drawings:** Drawings supplied by this office are to be returned along with your tender.

COMMERCIAL

1. **Payment** will be released through wire transfer/bank RTGS/PFMS/Online transfer after arrival, testing, inspection, installation of the item(s) and if found satisfactory with regard to quality, quantity and specifications ordered. The payment will be released after statutory deductions. For the payment, the firm has to submit bill(s), challans(s), warranty certificate, bank details/cancelled cheque, installation report, performance bank guarantee (if required) etc. to the Deputy Registrar (MM), IIT Indore. The payment will be released within 30 days after receiving of the bills as mentioned above and from the date of received, tested/inspected/commissioned and found satisfactory with regard to quality, quantity and specifications ordered. In case of import, the payment term may be 100% through Letter of Credit (LC)/Wire Transfer - 80% against dispatch documents and balance 20% after successful delivery & installation.
2. Give details of installation and commissioning except price which will be only in price bid (if applicable).
3. Warranty may be quoted as per the Standard Manufacturer Terms or **AS MENTIONED IN CHAPTER 5**.
4. Delivery desired is within **AS MENTIONED IN CHAPTER 4** from the date of releasing the supply order. Specify your delivery period. Items should be delivered only on Working Days (Monday to Friday) during office Hours only i.e. between 10.00am to 04.00pm.
5. In case of delayed supplies, liquidated damages at the rate of **0.5 percent per week of delay with a maximum of 10 percent** of contract/order value will be levied.
6. The firm has to submit a **performance security** as mentioned in the tender document to be submitted from an Indian Scheduled Bank before release of final payment and after successful installation and commissioning of the equipment in the form bank guarantee valid for 2 months beyond the warranty period. No interest will be payable by the Purchaser on the Performance Security deposited. In case supplier fails to provide satisfactory

after sale service within the warranty period, the Performance Security submitted by the firm is liable to be forfeited. **PBG format.**

7. Delivery: **Free delivery at IIT Indore in case of indigenous orders.** In case of imported offers standard Incoterms shall be applicable. The bidders must quote both in EXWORK/FOB/FCA and CIP/CIF value for deciding the mode of shipment in case of Import.
8. Indicate mode of dispatch. Rail/Road/ Air/ Sea/Multimode.
9. In case equipment offered requires maintenance after the expiry of the warranty, please indicate the approximate cost of comprehensive and on-call basis maintenance and also the availability of local support or otherwise.
10. Please note clearly that faxed, mailed and opened quotations are liable to be rejected.

(Signature of the Bidder, with Official Seal)



Appendix-I

Bid Security Declaration
(To be given on Company's Letter Head)

To

The Joint Registrar
Materials Management Section
IIT. Indore, Khandwa Road Simrol
Indore - 453552

SUB: NIT NO. for providing servicing and refilling of different type of fire extinguishers in use at IIT Indore Campus

Sir,

We, the undersigned declare that

1. We understand that, according to your conditions, bid must be supported by a Bid Security Declaration.
2. We accept that we will be automatically suspended from being eligible for bidding in any contract with the Institute for a period of 3 years starting from the bid closing date, if we are in breach of obligation(s) under the bid conditions, because we:
 - a. Have withdrawn our bid during the period of bid validity specified in the letter of bid; or
 - b. Having been notified of the acceptance of our bid by the Institute during the period of bid validity,
 - i. Fail or refuse to execute the contract, if required, or
 - ii. Fail or refuse to furnish the performance security, in accordance with the tender conditions.

Yours faithfully,

(Signature of bidder)

Printed Name

Designation

Seal

Date:

Business Address:



Appendix-IITENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

To, _____

Sub: Acceptance of Terms & Conditions of Tender. Tender Reference No: _____

Name of Tender / Work: - _____

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We do hereby declare that we have quoted our firm rates inclusive of taxes if not mentioned extra.
7. I/We agree to hold this offer open until **180 days** and shall be bound to supply/commission/install the Equipment and dispatch the same within the specified period.
8. I/We agree to supply and commission/install the equipment and complete the whole of the work and hand over to the purchaser within the stipulated period, after receipt of intimation regarding acceptance of this tender/receipt of supply/service order.
9. **I/We agree that in case if we fail to deliver the goods/complete the work within the specified period, then the institute shall be liable to claim liquidated damages from me/us by invoking EMD.**
10. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)



Appendix-III

SELF DECLARATION FOR NOT BLACKLISTED, PUNISHED

(To be given on Company's Letter Head)

To,

The Registrar
Materials Management Section
IIT. Indore, Khandwa Road Simrol
Indore - 453552

Sub: Self Declaration for no change in the name and not blacklisted of NIT Reference No:

Name of Tender / Work: - Servicing and Refilling of different types of fire extinguishers in use at IIT Indore Campus

Dear Sir,

1. I / We hereby confirm that the partners of the firm or sole proprietor or the company as the case may be, has never been black-listed and the name of the firm or company has not been changed.
2. I / We hereby undertake that there is no Police Case/Vigilance Enquiry pending against the partners of the firm or the sole proprietor or company as the case may be, and that he has never been punished by any Hon'ble Court.
3. I / We certify that all information furnished by our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the penalty/restrictions agreed to by us in the Bid Security Declaration.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)



Appendix-IV

Format for information to be provided at Annexure- A (Sl. No. 16)

LIST OF CURRENT CLIENTS

Sl No.	Name & Address of Client	Type of establishment Govt./ PSU/ Private/ Institute	Total amount of work of similar nature done in last financial year ending March 2021	Name and designation of the contact Person	Mobile No./Office telephone number/e-mail id of the contact person	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)

(Note: In case the number of clients is more than one page, please attach details on the same format)

Signature of Authorised Signatory

CHAPTER- 7**PRICE BID**

PRICE BID - Schedule of price bid in the form of BOQ format:

1. The below mentioned Financial Proposal/Commercial bid format is provided as BoQ along with this tender document at <https://eprocure.gov.in/eprocure/app>
2. **Bidders are advised to download this BoQ.xls** as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid.
3. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD shall be forfeited.
4. Any element of cost, taxes, duties levies etc. not specifically indicated in the BOQ, shall not be paid by the purchaser. **If GST amount is not quoted in the BOQ (Financial Bid), the total cost will be treated as inclusive of GST. No further communication will be entertained later or else the EMD will be forfeited.**
5. The tender shall remain valid for acceptance for **180 days**, from the date of tender opening.

OTHER CONDITIONS FOR PRICE BIDS

1. No unilateral revision in price will be admissible.
2. INCOTERMS (in case of imported item) should be clearly mentioned on the bid
3. Rates should be quoted in the accounting units (A/U) mentioned in this tender. Rates must be quoted clearly on free delivery basis at IIT Indore and total value is also indicated in words.
4. Any optional indicated in techno-commercial bids must be priced separately.
5. In case spares/accessories are applicable, their list and price should be clearly indicated separately.
6. The price must be stated for each item separately. The percentage of reduction, in the unit price should also be quoted, should an order to that extent be placed with you.

Signature of the Tenderer

Name of the Firm:

Contact No.:

Email:

Seal



Chapter-8PRE-BID QUERY FORMAT

Sl. No	Reference of the Clause No. of the Tender Document	Query/Clarification/Deviati on sought	Clarification/Response from IITI
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			



Chapter-9PERFORMANCE SECURITY FORMAT

To

.....
WHEREAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no. datedto supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee:

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We further undertake to pay the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the supplier(s)/vendor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the supplier(s)/vendor(s) shall have no claim against us for making such payment.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

Phone No., Fax No. & e-mail id.



