

# NATIONAL INSTITUTE OF TECHNOLOGY, SURATHKAL

POST-SRINIVASNAGAR, MANGALURU - 575 025 (DK)

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## TENDER DOCUMENT

Tender Notification No : 001/NITK-HIRE-PRN-COP/TEND/2023-24/PS

Date: 25/10/2023

Name of Service	Tender for supply of Black & White and Color printers / Copiers/ Scanners on hire purchase basis (rental)
Time for Supply of Service	01 Month
Date, Time & Venue of Pre-Bid Conference	06-11-2023 @ 11:00 AM , CCMT Hall, First Floor, Main Building,
Bid Document Download Start Date	26-10-2023 @ 05:00 PM
Online Bid Submission Start Date	07-11-2023 @ 5:00 PM
Online Bid Submission End Date	13-11-2023 @ 5:00 PM
Address for Submission of Tender	<a href="https://eprocure.gov.in/">https://eprocure.gov.in/</a>
Date of opening technical bid	14-11-2023 @ 5:15 PM
Contact Details of Buyer	Superintendent of Purchase Section NITK Surathkal, Mangalore - 575025, Karnataka, Phone No: 0824 2473041, Email: supdt-purchase@nitk.edu.in
Purchase officer Name and Contact(Related to purchase inquiry)	Mr Ram Mohan Y, Joint. Registrar NITK Surathkal, Mangalore - 575025, Karnataka, Phone No: 0824 2473010, Email: jtregistrar@nitk.edu.in



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### **NOTICE INVITING e-TENDER (e-NIT)**

National Institute of Technology Karnataka, Surathkal (in short - NITK, Surathkal) is an Institute Of National Importance under Ministry of Education, Govt of India imparting Technical Education and engaged in Research Activities.

Online Tenders (<https://eprocure.gov.in/>) are invited for the following items in two cover systems (i.e., Technical bid and financial bid) subject to the following terms and conditions, from the reputed service providers, so as to reach this office on or before scheduled date and time. The tender (Technical bid) will be opened online on the due date as mentioned. Bidders can verify their bid status through the online portal <https://eprocure.gov.in/>. The financial bid of only such bidders whose technical bid is accepted shall be opened on the same day or later pre-informed date.

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Sd/-  
Registrar

### SECTION 1 A: 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 submit 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 enrol 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 Enrolment" 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 addresses and mobile numbers as part of the registration process.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or 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 is various search options built-in 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 documents that need to be submitted. Any deviations from these may lead to the 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 the black and white option which helps in reducing the 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 the "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 the 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 the My Documents space, this does not automatically ensure these Documents being part of the 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. Bidder has to select the payment option as "online" to pay the tender fee / EMD as applicable and enter details of the instrument.
4. 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-colored (unprotected) cells with their respective financial quotes and other details (such as the 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.
5. 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.
6. 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 openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. 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.
9. The bid summary has to be printed and kept as an acknowledgment of the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening meetings.
10. The off-line tender shall not be accepted and no request in this regard shall be entertained whatsoever.
11. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
12. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
13. No deviation from the technical and commercial terms & conditions are allowed.
14. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).

#### 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.

## SECTION 1B: INSTRUCTION TO BIDDER (ITB)

1. The bid should be submitted in two covers System-Technical Bid and Financial Bid through <https://eprocure.gov.in/>
2. Technical Bid: Documents related to the Technical Bid should be submitted in PDF format through the E-Tendering portal <https://eprocure.gov.in/>.
  - 2.1 The Guidelines and other conditions for bids for submission of technical bid are given in ANNEXURE- A
  - 2.2 The list of Documents to be scanned and submitted by uploading in the technical bid to comply with Qualifying Criteria is given in ANNEXURE – C.
3. Financial bid: The bidders should submit their financial bid as per the format given in Section 4 (A standard BoQ format has been provided with the tender document in the form of an Excel sheet) of the Notice Inviting Tender in the online bid through the e-Tendering portal <https://eprocure.gov.in/>. After evaluation of technical bid, the technically successful bidder shall be intimated to witness the opening of their financial bid along with the date, time and venue through e-mail. The financial bid of only those bidders will be opened who are declared “Technically Successful or Technically Responsive”.
4. Bid Evaluation:  
 On the due date, the Technical bids will be opened and referred to the Purchase Committee which is duly constituted by the Director, NITK. The committee will go through the technical aspects of the tender and recommend shortlisted firms. The recommendation of the committee is final and binding on all the parties. The committee may visit the manufacturing / service operating site to assess the capabilities to manufacture / provide service the tendered items as per the specifications. In case of any remarks/default noted, the Company will be debarred from competing for bids in our esteemed Institute for a period of one year from the date of occurrence of such breach.
5. Quoting of Price(s):
  - a. The Indian bidder should quote firm prices in the Indian rupee only unless otherwise specified elsewhere in this tender. Prices quoted in any other currency shall not be considered.
6. The Bid will be accepted only from the manufacturers (OEM) / Service Provider or its authorized supplier /Service provider.
7. The Institute reserves the right to visit the office of the supplier / service provider/ local service center before or after the issue of supply order to satisfy itself regarding the services. In case of any remarks /default noted, the Company will be debarred from competing for bids in our esteemed Institute for a period of one year from the date of occurrence of such breach.
8. The services to be offered is to be strictly according to the specification and subject to verification by the Institute/concerned authorities.
9. The incomplete or conditional tender will be rejected.
10. The Institute reserves the right to cancel at any time after acceptance of the tender with a notice. The Supplier shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which might have derived from the execution of the supply.

11. **Performance Security:** The successful bidder shall deposit performance security of **3%** of the quoted price in the form of Bank Guarantee (SECTION 6) / Demand Draft / Fixed Deposit Receipt of any scheduled bank drawn in favour of The Director, NITK Surathkal, Mangaluru payable at Mangaluru. In case the bidder fails to deposit the said Performance Security within the stipulated period, including the extended period if any, the Earnest Money Deposited by the bidder shall be forfeited automatically without any notice. Please note the following points:
- Successful bidder should submit performance Security as prescribed above to the purchase Section / Account Section III, NITK Surathkal, on or before 30 days from the date of issue of order with acknowledgment.
  - Performance Security shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded, or agreed to between the successful bidder and the purchaser under the terms and conditions of acceptance to tender.
  - The successful bidder is entirely responsible for the due performance of the contract in all respects according to the terms and conditions of the tender.
  - The validity of the Performance Security must cover the warranty period / contract period plus two months.
12. **The validity of bids:** The rate quoted should be valid for a minimum of 180 days. No claim for escalation of the rate will be considered after opening the Tender. The bid validity date will start from the last date of bid submission (Including date corrigendum)
13. **Service support:** **Service Support will be effective from the date of successful installation and commissioning. The OEMs/Authorized Distributors/ Dealers /Service centres must attach a certificate of sales and service facilities available within Karnataka state or in Udupi or Dakshina Kannada Districts of Karnataka State, escalation support for on-call service or station engineer, etc.**
- The bidder shall upload the details of OEMs/Authorized Distributors/ Dealers /Service centres such as GST Certificate, trade licence certificate, Phone Numbers and the experience certificates in handling the job as per the scope of work of this tender document conditions.
14. **Clarification of Tender Document: Through pre-bid Conference (Under Section 1, clause No. 34).**
15. **Amendment of Tender document:** At any time before the last date for receipt of bids, Institute may for any reason, whether at its initiative or in response to a clarification requested by a prospective bidder, modify the Tender document by an amendment. Further, Institute may at its discretion extend the last date for the receipt of bids. Any amendments would be displayed through Institute website or procurement portal only.
16. The bids shall be written in the English language and any information printed in another language shall be accompanied by an English translation, in which case for the purpose of the interpretation of the bid, the English translation shall govern. If the supporting documents are in a language other than English, the notarized translated English version of the documents should also be enclosed. Tender received without such translation copy will be rejected.

17. The Institute reserves the right of accepting any bid other than the lowest or even rejecting all the bids. The decision of the Purchase Committee is final in all matters of tender and purchase.
18. Cancellation of Tender: Notwithstanding anything specified in this tender document, NITK Surathkal in its sole discretion, unconditionally and without having to assign any reasons, reserves the rights:
- a) To accept OR reject the lowest tender or any other tender or all the tenders.
  - b) To accept any tender in full or in part.
  - c) To reject the tender offer not conforming to the terms of the tender.
  - d) To give purchase preference to Public Sector undertakings when applicable as per Govt. Policy/ Guidelines.
19. Delivery Period: The Delivery Period/Time shall be deemed to be the essence of the Contract and delivery must be completed not later than such date(s). If the Supplier does not perform its obligations within the Delivery Period/Date mentioned in the Contract, the same would constitute the breach of the Contract and the Institute shall have the right to cancel or withdraw the Contract for the unsupplied portion after the expiry of the original or extended delivery date or period stipulated in the Contract. Such cancellation of the contract on account of non -performance by the Supplier would entitle the Buyer to forfeit the EMD/Performance Security besides other actions such as debarment from the Institute as per GFR 2017.
20. Liquidated Damages: Timely delivery is the essence of the contract and hence if the Supplier fails to deliver Goods / service within the original/extended delivery period(s) specified in the contract, the Institute will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 1% per week or part of the week of the delayed period as pre-estimated damages not exceeding 5% of the contract value without any controversy/dispute of any sort whatsoever.
21. Terms of Payment:
- a. Payment of quoted premium amount would be made per month based on the counter readings of the Installed Printer / Copier at the Department /Sections of NITK-Surathkal and certificate to its effect from the concerned Section /Department Head of Departments / Head of Sections or any authority of NITK-Surathkal assigned for this purpose., after the award and issue of work order with contract agreement.
  - b. Payment shall be made by Cheque or such other mode/electronic fund transfer offered by the Bank. NITK, Surathkal will not pay advance payment to the party. Any request for Advance payment will be rejected summarily. In case if it is necessary, the advance payment will be paid strictly against Bank Guarantee only.
  - c. Payment will be made by Standard Payment terms and conditions of NITK, Surathkal as per tender document only. Any request for a change in payment terms and conditions will not be accepted.
  - d. If the above conditions are not acceptable then tender will be rejected.



22. Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bid as to the nature of the installation site / service providing, the means of access to the site and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a bid by a bidder implies that the bidder has read this notice and all other contract documents and has made himself aware of the scope and specifications of the services to be done and local conditions and other factors having a bearing on the execution of the bid.
23. If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the bidder.
24. The rate quoted by the bidder shall be firm throughout the contract period and there shall be no revision of the rates for any reasons whatsoever. It should be clearly understood that any claim for changes will not be entertained in any case once the bids are opened.
25. One bid per bidder: Each bidder shall submit only one bid either by himself or by representing a firm.
26. Cost of bid: The bidder shall bear all costs associated with the preparation and submission of his bid. The Institute in no case shall be responsible or liable for those costs.
27. The bidder shall not make or cause any alteration, erasure, or obliteration to the text of the tender document.
28. The Institute will declare a bidder ineligible, either indefinitely or for a specified period of time, at the sole discretion of the Institute, for the award of contract/ participating in any other tender, if at any time the Institute determines that he has furnished false information/ engaged in corrupt or fraudulent practices.
29. If any overpayment is detected as a result of the post-payment audit, it shall be recovered by the Institute from the Supplier out of his Performance Security.
30. Determination of successful bidder: The technically qualified bidder whose offer is evaluated as the lowest total bid per month cost including GST (L1), shall be the successful bidder subject to its meeting the statutory requirements.
31. Price variation: The rate quoted by the bidder shall be firm throughout the contract period. No price variation clause applies to this contract.
32. CANVASSING:
- a) Canvassing in connection with tenders is strictly prohibited and the Tenders submitted by the Tenderers who resort to canvassing shall be liable to rejection.
  - b) Subject to the provisions concerning clarification of Bids, no Bidder shall contact the purchase committee on any matter relating to its bid from the time of the bid opening up to the time that the contract is awarded.

- c) Any effort by the Bidder or Bidder's representative however described to influence the purchase committee in any way concerning scrutiny, consideration, evaluation of the Bid(s) or decision concerning award of contract shall entail rejection of Bid and action against the bidder as deemed fit.
- d) The purchase committee will deal with the Bidder on a Principal basis, without involvement in any manner in India or abroad of any agent or consultant or associate or another person howsoever described.

33. Legal Matter: All Domestic and International disputes are subject to Mangaluru Jurisdiction only.

34. Pre-Bid Conference:

- a) All prospective bidders ,who wish to participate in the pre-bid conference (online or offline) are requested to kindly submit their queries through E-mail to deanpd@nitk.edu.in and cc to jtregistrar@nitk.edu.in & [supdt-purchase@nitk.edu.in](mailto:supdt-purchase@nitk.edu.in) ,so as to reach the buyer, **on or before 4.00 p.m. on 05-11-2023**.
- b) A Pre-bid Conference shall be held as indicated in Invitation to Bid. All prospective bidders are requested to kindly attend the Pre-bid Conference. In order to facilitate NITK for the proper conduct of the Pre-bid Conference, all prospective bidders are requested to kindly submit their queries through E-mail to the indicated mail address (with Tender No. and Date) so as to reach the Buyer as indicated in Invitation to Bid.
- c) NITK shall answer the queries during the pre-bid conference, which would become a part of the proceedings of the Pre-bid Conference. These proceedings will, in turn, become a part of clarifications/amendments to the bidding documents and would become binding on all the prospective bidders. These proceedings would also be hosted on the NITK website [www.nitk.ac.in](http://www.nitk.ac.in) for the benefit of all prospective bidders. Before formulating and submitting their bids, all prospective bidders are advised to surf through the NITK website after the Pre-bid Conference, in order to enable them to take cognizance of the changes made in the bidding document.
- d) Any Statement made at the pre-bid conference shall not modify the terms of the bidding documents unless such statement is made part of clarification in the proceeding of the Pre-Bid Conference
- e) Only queries formally submitted in advance, will be answered in the pre-bid conference and will become part of the Corrigendum/Amendment.

35. Relaxation for startups, MSEs will be as per GOI norms.

36. Estimated price put up in tender is inclusive of all.

37. Abnormally quoted low bid will be liable for rejection as per the OM No.F.12/17/2019-PPD of Department of Expenditure, Ministry of Finance dated 6<sup>th</sup> February 2020.

SECTION 2: CONDITIONS OF CONTRACT.

1. The supplier should quote the rate for Door Delivery (FOR).
2. The services should be for NITK Surathkal and this responsibility is with the bidder.
3. The rate quoted should be as per BOQ and requirements of NITK Surathkal
4. The rate quoted should be in currency INR only.
5. The rate quoted should be inclusive of all charges, TDS, and GST
6. **Payment:** No advance payment will be made. Monthly billing as per actuals of Printer / Copier counter reading.
7. **Period of Contract:** The period required is for **three years**. Extendable every year to maximum of two years by mutual consent and should be specified conforming to Section 3 of this tender document.
8. In case of dispute, the matter will be subject to Mangaluru Jurisdiction only.

### SECTION 3: SCHEDULE OF REQUIREMENTS AND ALLIED DETAILS

1. The Schedule of Requirements and Allied Details are given in ANNEXURE - A
2. The list of documents to be uploaded to comply with qualification criteria is given in ANNEXURE - B
3. The price indicated in the financial bid must be monthly rent charges ,which includes GST, TDS, service charges, AMC, warranty, transport /freight charges, Insurance, Erection of Plant or Machinery and Installation of Software ,duty taxes etc.,
4. The format of financial bid submission is given in Section - 4.
5. The format for contract form is given in Section - 5.
6. The Bank Guarantee Format for Performance Security is given in Section- 6
7. **Service Support of the product shall not be less than 5 Years: Declaration to be submitted**

**SECTION 4 - FINANCIAL BID**

[BOQ template-to be used by the bidder for submission of the bid]

SI No	Item Name	Approx. printouts per month	Offered Free printouts per month in numbers	Chargeable printouts (3-6)	Rent per month in Rs.* (figures)	Chargeable printout cost per page	Total cost for chargeable printout per month with GST (7*4)	Total per month * (8+5)	TOTAL per month (8+5) in words
1	2	3	6	7	8	4	5	9	10
<b>MFD PRINTERS</b>									
1	A4 Printer with Duplex & Network 25 PPM								
2	A4 Heavy Duty Printer with Duplex & Network 40PPM								
3	A4 Multifunction Printer with Duplex & Network, Print Scan , Copy, Wi-Fi 25 PPM								
4	A4 heavy Duty Multifunction Printer with Duplex & Network, Print Scan , Copy, Wi-Fi 50 PPM								
5	A4 Colour Printer Inkjet, with Scanner								
6	A4 Colour Multifunction Printer with Print ,Scan, Copy, Duplex, Network, WiFi, ADF								
<b>PHOTOCOPIER CUM PRINTERS</b>									
1	A3 Photocopier Printer (Low level Model) Colour Scan with Network, Copy, Duplex20 PPM								
2	A3 Photocopier Printer (High end model)Colour Scan with Network, Copy, Duplex, ADF 20 PPM								
3	A3 Photocopier Printer (High end model)with Network, Duplex, ADF, Double Tray, Trolley, Stabiliser 22 PPM								
4	A3 Photocopier Printer (High end model)with Network, Duplex, ADF, Double Tray, Trolley, Stabiliser, TOUCH PANEL 22 PPM								
5	A3 Photocopier Printer (Big) with Network, Duplex, Colour Scan, Copy, Double Tray, Trolley, Stabiliser, TOUCH PANEL 36PPM								
6	A3 Photocopier Printer (Big) with Network, Duplex, RADF, Double Tray, Trolley, Stabiliser, TOUCH PANEL 45PPM								
<b>SCANNERS</b>									
1	Document Scanner Single pass dual side scan, Network								
2	Document Scanner Single pass dual side scan with Network 25 PPM								

**Note :**

- \* denotes final price for monthly rent charges ,which includes GST, TDS, service charges, AMC, warranty, transport /freight charges, Insurance, Erection of Plant or Machinery and Installation of Software ,duty taxes etc.,
- Bidder to submit breakup of quoted price into base cost , GST component etc.,
- It is mandatory for the bidders to quote the rates of all the items of the tender. If a bidder quotes nil/Zero charges or does not quote for all the items of the tender, the bid shall be treated as

4. The rate should be quoted keeping in mind the conveyance charges, transportation charges, assignment charges, labour charges, installation and dismantling charges etc. which a bidder may incur while executive of work order.
5. The rate quoted by the bidder shall be kept firm for a period specified in the Tender from the date of opening of the tender. Escalation of rate will not be permitted during the said period or during any period while providing services whether extended or not for reasons other than increase of taxes payable to the Governments in India within the stipulated period.
6. The price should be neatly and legibly written both in figures and words.
7. In case of discrepancy between the prices quoted in words and figures, lower of the two shall be considered.
8. Price bid should not contain any commercial conditions. Variation in the commercial terms and conditions of the tender will not be accepted.

Seal and Signature of the Bidder :

Place:

Date:

SECTION 5: CONTRACT FORM

[To be provided by the bidder in the business letter head]

1. (Name of the Firm) hereby abide to provide the service as per the schedule mentioned in section 3 tender document, if the contract is awarded.
2. The goods and service compliance as per the requirements will be conforming to the clauses stated in the tender document without any defect and deviations.

Signature of the Bidder :

Name and Designation :

Business Address :

Place:

Date:

Seal of the Bidder's Firm

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**SECTION 6: BANK GUARANTEE FORMAT FOR PERFORMANCE GUARANTEE BOND**

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT MANGALORE OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT MANGALORE OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT MANGALORE. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.)

To,  
Registrar,  
National Institute of Technology Karnataka,  
Srinivasnagar P.O., Surathkal  
Mangalore - 575025

**LETTER OF GUARANTEE**

WHEREAS National Institute of Technology Karnataka (Buyer) has invited Tenders vide Tender No ..... Dt..... for purchase of ..... AND WHEREAS the said tender document requires that any eligible successful tenderer (seller) wishing to supply the equipment / machinery, etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of "Director, National Institute of Technology Karnataka, Surathkal" in the form of Bank Guarantee for Rs..... { 3% (Three percent) of the purchase value} and valid till one year / two years /three years plus two months (14 months / 26 months / 38 months) or up to the contract period plus two months whichever is later from the date of issue of Performance Guarantee Bond may be submitted within 30 (Thirty) days from the date of work order acknowledgement as a successful bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the equipment / machinery, etc. this Bank shall pay to National Institute of Technology Karnataka, Surathkal on demand and without protest or demur Rs..... (Rupees.....).

This Bank further agrees that the decision of National Institute of Technology Karnataka, Surathkal (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in the tender document/purchase order shall be final and binding.

We,..... (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/ or National Institute of Technology Karnataka, Surathkal (Buyer).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs ..... (Indian Rupees only).
  2. This Bank Guarantee shall be valid up to..... (date) and
  3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if National Institute of Technology Karnataka (NITK) Surathkal serve upon us a written claim or demand on or before ..... (date).
- This Bank further agrees that the claims if any, against this Bank Guarantee, shall be enforceable at our branch office at ..... situated at..... (Address of local branch).

Yours truly,  
Signature and seal of the guarantor:  
Name of Bank & Address:  
Date:

Instruction to Bank: Bank must note that on expiry of Bond Period, the Original Bond will not be returned to the Bank. The bank is requested to take appropriate necessary action on or after expiry of bond period.

**ANNEXURE - A****1. Scope of work**

- A. Supply and Installation of **New** A4, A3 size Multifunction Printers cum photo copier (Black & White and Colour) and Scanners with Maintenance & Services and supply of consumables on rental basis for a period of **3 years** for use in various departments and sections of NITK Surathkal and which can be **extended further for two years on same terms and condition**, at NITK Surathkal sole discretion.
- B. NITK Surathkal will provide the space for installation of the Printer /Copier/ Scanner, electricity and paper sheets.

**2. Maintenance and Services** includes the following:

- a. Resolution of service calls logged by NITK Surathkal against the printer /photocopier / scanner.
- b. Servicing of the printer.
- c. Replacement of all Spares including plastic parts (no spares are excluded)
- d. Supplying all consumables of supplied printer / photocopier **except paper**.

**Consumables include:** Toner Cartridges, Ink, Developer, Drum, labor and software etc

3. The Successful bidder shall enter in to a Contract agreement with NITK-Surathkal for the duration of the contract for the executing the scope of work.
4. The **present requirements are approximately: 1) 5 Nos. of Photocopiers cum printers and 2) 50 Nos. of MFD Printers (Colour and B/W)**. Based on the requirements, NITK-Surathkal would place orders for the supply and installation of the Printer or Photocopier or Scanners and after the supply and successful installation, the Vendor shall sign a contract agreement with NITK-Surathkal for each Printer / Photocopier / Scanner installed at NITK-Surathkal for a period of **three years**, which can be **extended further for two years** on same terms and condition, at NITK Surathkal sole discretion

**5. QUALIFICATION CRITERIA –Technical bid**

Sl No	Condition	Documentary Evidence (Self attested with seal)
1	The Bidder should possess a trade Licence certificate for the supply of the item.	Copy of Certificate of Registration / Incorporation.
2	The Bidder should have minimum average annual turnover of Rs. 25 Lakhs over the last 3 financial years (FY 2020-21, 2021-22, 2022-23)	Copy of the audited Balance Sheet and Profit & Loss Statement of the company and Certificate from the Chartered Accountant clearly stating the turnover
3	The Bidder should have positive net worth in last three financial years (FY 2020-21, 2021-22, 2022-23).	Certificate from the Chartered Accountant clearly stating the net worth.
4	The Bidder should have (1) Completed one work with minimum order value of Rs. 40 Lakh. OR (2) Completed two works each with minimum order value of Rs. 25 Lakh. OR (3) Completed three works each with minimum order value of Rs. 20 Lakh. The works must be of Central Govt. / State Govt. /PSU/ Autonomous Bodies and be related to providing computers /printers /photocopiers /scanners/laptops etc. on hiring basis or related similar works during last 7 financial years.	Copy of Work Order/Work Completion Certificate along with value signed by a Competent Authority.

5	The Bidder should have valid Income Tax returns for the last three Assessment years (FY ,2020-21, 2021-22, 2022-23) and the Bidder (not individual) should have a PAN Card and GST Registration.	Provide documentary proof of Income Tax returns for the last three assessment years. Provide copy of PAN card & Copy of GST registration number
6	The Bidder should not have been Black listed or debarred by any Central Govt. / State Govt. /PSU/ Autonomous Bodies in India due to poor performance at the time of submission of the bid.	Declaration by the Bidder as per format given in the bid document
7	The bidder , if a Sole Proprietor/ Partnership Firm registered under Indian Partnership Act, 1932 or Limited Liability Partnership Firm under Limited Liability Partnership Firm Act	Copy of Certificate of Registration / Incorporation.

### General Terms and Conditions

1. Consumables /Spares: The vendor must keep sufficient amount of spares of toners at NITK-Surathkal at its own cost.
2. **Operating Systems supported:**  
The printers must work in the network from Windows 8/10, Windows 7, Windows Vista and Windows XP clients. Printer & Scanner Drivers for all the operating systems mentioned above must be provided by the vendor.
3. **Maintenance of printers:**  
The vendor must have a call centre for call logging complaints of NITK-Surathkal. Call logging should be possible either through email or phone call. The email id and/or phone number will be used for logging complaints and request for consumables.
  - 3.1 NITK-Surathkal will inform the complaints through Email/phone for which vendor will allot a complaint number that will be used for further references. The printer serial number will be provided as reference.
  - 3.2 In case the issue cannot be resolved within 8 working Hours, a spare printer of the same or higher specifications shall be provided by the vendor. Spare printer should be of same or higher configuration and counter reading less than or equal to the counter reading of the defective printer.
  - 3.3 The support level required for the equipment's mentioned shall be 24 hrs x 6 working days.
  - 3.4 Vendor should submit the bill with report, certified by NITK-Surathkal. Bill should clearly mention the Serial number of Printer, No. of pages printed, rate, rental charges, Amount , Applicable taxes, Total Amount, Work order Number.
  - 3.5 The complaint calls should be closed only after receipt of the call completion report and confirmation by telephone/E-mail by us.
  - 3.6 Any shifting of printers from one location to another within the premise must be done at free of cost, power and networking points will be provided by NITK-Surathkal.
  - 3.7 In case the printer cannot be repaired satisfactorily the printer will be replaced by a new printer.
  - 3.8 Software will be provided by the vendor, which works in network (LAN) to centrally monitor the health of the printers on line. The minimum data required online is the percentage usage of toners, paper jam or offline, IP address, Total pages printed.
  - 3.9 The printer should have an inbuilt page counter. The counter also must be visible on line at any time.
  - 3.10 All the printers supplied and installed shall be NEW and confirming to the contract technical specifications. The certificate of newness is to be furnished at the time of installation.
  - 3.11 If unsatisfied by user, the printer / copier is to be changed immediately, else it will be considered as breach of contract and a penalty for each day delay of Rs.500/- would be imposed.

**4. Confidentiality:**

Vendor and its representatives shall, at all times, undertake to maintain complete confidentiality and integrity of all data, information, software, drawings & documents, etc. belonging to the NITK-Surathkal and also of the systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalized during the course of execution of the order/ contract.

In the course of discussion and instruction, NITK-Surathkal may disclose information of confidential and proprietary nature relating to its business model, subscribers, etc. to the bidder. Such information shall be considered confidential.

5. The vendor has to take back the installed printers /photocopiers /scanners after completion of contract period at its own cost on as is where basis without any financial implication or liability on NITK-Surathkal.

**6. TERMINATION OF CONTRACT**

- (a) Upon successful completion of the entire contract, Security Deposit / BG will be released.
  - (b) NITK-Surathkal also reserves the right to recover any dues from the bidder, which is found on later date, during audit/excess payment, after final settlement is made to them. The bidder is liable to pay such dues to NITK-Surathkal immediately on demand, without raising any dispute/protest.
  - (c) NITK-Surathkal reserves the right to terminate the contract at any time on account of non-fulfilment of contract or any of the reasons.
  - (d) In case of any material breach or default in the performance of any obligation under the contract, NITK-Surathkal may terminate the contract by giving notice in writing to the contractor.
  - (e) During the currency of the period of rate contract, if the contractor wishes to terminate the contract or wants to leave the contract, he has to give at least three months' notice in advance, failing which his Security Deposit /BG will be forfeited.
7. The successful bidder should comply with the statutory labour norms such as minimum wages Act with regards to the manpower deployed for the execution of the contract.
  8. It will be the responsibility of the successful contractor to comply with all the statutory requirements pertaining to fulfilling the contract e.g. NOC/Licenses from relevant Authorities. In case of noncompliance, the contractor shall be held responsible and penalty if any imposed on the Commission will be recovered from him.
  9. All the items supplied should be of good quality and clean as these will be needed for smooth conducting of administration, finance, research, project and academic activities of NITK-Surathkal. The items supplied should be as per the Specifications provided in the Price Bid.
  10. The successful bidder will be required to make available the required equipment installed and operational on the site, as directed in work order. Items may be required at short notice, therefore the successful bidder is supposed to have enough stock of items at its disposal at any point of time.
  11. The successful contractor will be bound by time schedule for providing items. Therefore, the successful contractor must have adequate and effective supervisory mechanism for providing uninterrupted supplies.
  12. The successful bidder shall depute at least 01 manager to NITK-Surathkal for liaising so that the work/supply is done/made smoothly in a time bound manner.

**ANNEXURE – B**

Check List for Submission of Documents along with Technical Bid to meet Qualification Criteria and Essential Conditions

Check List for Submission of Documents to meet Qualification Criteria

It is hereby certified that, I/we have uploaded the relevant documents as per the tender requirement in compliance with qualifying Criteria by checking 'yes' against each of them.

Sl No.	Qualifying criteria	Compliance (Yes/No)	Compliance Document Uploaded (Yes/No)
1	The Bidder should possess a trade Licence certificate for the supply of the item.		
2	List of Owner/partners of the firm and their contact numbers		
3	Income-tax PAN Number.		
4	GST registration number.		
5	Catalogue of the Product with detailed product specifications.		
6	<b>List of Service Centres within Karnataka state or in Udupi or Dakshina Kannada Districts of Karnataka State with their GST Certificate, trade licence certificate, Phone Numbers and their experience certificates in handling the job as per the scope of work of this tender document conditions.</b>		
7	List of customers with contact details.		
8	A copy of the Balance sheet, Profit & Loss A/c., Trade or Manufacturing A/c , Income Tax returns for the last 3 years should be enclosed		
9	Service Support Period Offered for the tendered item to be specified. If the Service Support is not conforming to the schedule of requirements given in section 3 of the document, the bid is liable to be treated as non-responsive and rejected.		
10	The contract form section 5		
11	Copy of the tender documents duly signed and stamped or digitally signed		
12	OEM authorisation certificate		
13	Sole Proprietor/ Partnership Firm registration certificate		
14	DECLARATION as per ANNEXURE –C		
15	Details of the Bidder (as per ANNEXURE – D.		
17	ANNUAL TURN OVER AND NET WORTH STATEMENT (as per ANNEXURE – E).		
18	Details of Work Completed during last 07 years (as per ANNEXURE – F).		
19	Bidder financial standing: Declaration (as per ANNEXURE – G).		

**DECLARATION**

*[To be provided by the bidder in the business letter head]*

I/we have not tampered/modified the tender forms in any manner. In case, if the same is found to be tampered /modified, I /we understand that my/our tender will be summarily rejected and full Earnest money deposit will be forfeited and I /we are/are liable to be banned from doing business with NITK, Surathkal and/or prosecuted.

I/we, hereby certify that all the information and data furnished by me with regard to this bid requirements are true and complete to the best of my knowledge. I have gone through the requirements, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

I/we, further certify that myself and the company meets all the conditions of qualification criteria laid down to take part in the bid process.

I/we, further specifically certify that my company has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.

I/we certify that our bid against tender notification no. \_\_\_\_\_, dated \_\_\_\_\_ does not amount to any breach of applicable rules and laws.

I/we, further certify that I am solely responsible for the acceptance of the tender documents and its terms and conditions and am consciously competent to agree as above.

Signature of the Bidder : .....

Name and Designation .....

Business Address .....

.....

Seal of the Bidder's Firm

Place:

Date:

## ANNEXURE – D

## DETAILS OF THE BIDDER

[To be provided by the bidder in the business letter head]

Sl No	Particulars	Descripton /Details	
1	<b>Name of Bidder</b>		
2	<b>Contact Details</b>		
	Registered Office Address		
	Telephone No.		
	Alternate Mobile No.		
	Email		
3	<b>Incorporation Details</b>		
	Incorporation Number		
	Date of Incorporation		
	Authority		
4	Name of Authorized Signatory		
	Position		
	Telephone /Mobile No.		
	Email		
5	Name and Address of Offices /Service Centres		
	<b>In Dakshina Kannada</b>		
	Name of Service Centre / Office		
	Address		
	GST No		
	PAN No		
	Phone No.		
	Email Id		
	<b>OR</b>	<b>In Udupi</b>	
	Name of Service Centre / Office		
	Address		
	GST No		
	PAN No		
	Phone No.		
Email Id			
<b>OR</b>	<b>Within Karnataka State</b>		
Name of Service Centre / Office			
Address			
GST No			
PAN No			
Phone No.			
Email Id			

SIGNATURE OF THE BIDDER  
(with seal )

**ANNEXURE – E****ANNUAL TURN OVER AND NET WORTH STATEMENT**

[To be provided by the bidder in the business letter head]

The Annual turnover of M/s ..... for the past three years are given below and is certified that the statement is true and correct.

<b>Sl No</b>	<b>Year</b>	<b>Turnover in Lakhs (Rs.)</b>
1	2020-21	
2	2021-22	
3	2022-23	
	TOTAL	
Average annual Turnover		
Positive net worth		

DATE:

SIGNATURE OF THE BIDDER

(with seal and address)

SIGNATURE OF CHARTERED ACCOUNTANT

Registration No. :

(Seal and Address)



**ANNEXURE -F**

**Details of Work Completed during last 07 years**

[To be provided by the bidder in the business letter head]

Sl No	Name & address of the client	Location of the work (Town/State)	Name of the contact person and contact details for the client	Name of work	Work start date	Work end date	Work order enclosed (Yes/No)	Work completion Certificate along with value Enclosed (Yes/No)

Note : Provide the details for each work along with work order

SIGNATURE OF THE BIDDER  
(with seal )

**Bidder financial standing: Declaration**

[To be provided by the bidder in the business letter head]

I / We ..... proprietor of  
M/s.....hereby declare that:

1. I / We are not under liquidation, court receivership or similar proceedings and also not bankrupt.
2. I / We is / are not Black listed nor were debarred by any Central Govt. / State Govt. /PSU/ Autonomous Bodies in India , due to poor performance at the time of submission of this bid for the tender for ..... Tender Notification No.:.....

Dated:.....

SIGNATURE OF THE BIDDER  
(with seal )