

NATIONAL INSTITUTE OF TECHNOLOGY, SURATHKAL

POST – SRINIVASNAGAR, MANGALURU - 575 025 (DK)

DOC-4

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TENDER DOCUMENT

Tender Notification No: 01/NITK-HIRN-PRB-COP/TEND/2024-25/PS

Date: 30.10.2024

| | |
|---|---|
| Name of Service | Tender for supply of Black & White and Colour Printers/ Copiers/Scanners on hire basis (rental) |
| Time for Supply of Service | 01 Month |
| Date, Time & Venue of Pre-Bid Conference | 12-11-2024 @ 11:00 AM, CCMT Hall, First Floor, Main building |
| Bid Document Download Start Date | 30-10-2024 @ 05.00 PM |
| Online Bid Submission Start Date | 30-10-2024 @ 05.00 PM |
| Online Bid Submission End Date | 22-11-2024 @ 06.00 PM |
| Address for Submission of Tender | https://eprocure.gov.in/ |
| Date of opening technical bid | 25-11-2024 @ 11:00 AM |
| Contact Details of Buyer | Superintendent (Purchase Section) NITK Surathkal, Mangalore – 575025, Karnataka, Phone No. 0824 2473014, Email: supdt-purchase@nitk.edu.in |
| Purchase officer Name and Contact (Related to purchase inquiry) | Mr. Pritam Ramesh Bansod, Assistant Registrar (Purchase Section), NITK Surathkal, Mangalore – 575025, Karnataka, Phone No: 0824 2473096 Email: arpurchase@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 the 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 the 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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|--|--|
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Sd/-
Registrar

SECTION 1A: Instructions for Online Bid Submission

The bidders are requested 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, preparing 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 requested to enroll in 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) Bidders then log 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 for 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 and 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) Bidders, 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” are 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 the 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) Bidders should log into the site well in advance of bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidders 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 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 bidder's 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 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 the CPP Portal, in general, may be directed to the 24x7 CPP Portal Helpdesk.

e-REVERSE (FORWARD) AUCTION INSTRUCTIONS FOR BIDDERS

1. Tender Cum Auction is a combination of Tender Followed by Auction (Reverse/Forward Auction). It is also called as eRA. 2.0
2. In eRA, the Tendering process will be followed as per the instructions given in NIT/Tender Documents. Subsequently, a Reverse (or Forward) Auction as the case may be, will be conducted amongst techno-commercially qualified / approved bidders after the Opening of Financial/Price Bids online. The Reverse (or Forward) Auction will be normally initiated after the Opening of Price Bids. There will be no participation fees for the Auction.
3. Only such bidders - who have been found techno-commercially qualified as per requirements of the tender will be permitted to participate in the Reverse (Forward) Auction.
4. After the opening of the price (financial) bids and System displays the L1 (or H1) price based on either overall basis or item-wise/lot basis automatically. Using this system-provided price, which would be the auction start price (which can be changed, if required), the procuring entity will create a Reverse (Forward) Auction and publish the same.
5. The Techno-commercially qualified bidders will receive Auction information through SMS & email. The participating bidders get an opportunity to revise their prices (reduce in case of Reverse Auction and increase in case of Forward Auction). It allows bidders multiple opportunities to offer a price.
6. Procedure in the submission of bids by the bidders during Reverse/Forward auction online.
 - 6.1 Bidders shall log in using their login ID & Password and then using DSC.
 - 6.2 Click on the My Auctions button given on the left side of the page, to view Action details for which Techno- Commercially qualified.
 - 6.3 For participating in Live Auction,
 - Click on the Live Auction Button.
 - Click on the View button to participate in an interested Auction.
 - There is a List of qualified Lots in which Bidders can participate against selected auction. Click on the Hammer Icon to participate in the respective lot.
 - On clicking the Hammer Icon, the system will show the Start price, the Decremental (or incremental) price, and the Current price against the lot. The current Price appears as Blank in case no bidder has offered price.
 - Enter your Price in 'My Auction Price' in multiples of decremental (incremental) value up to above (below) Max Seal % value, and then sign it digitally by clicking on the Sign Icon and Click on the submit button.

- The system will show your Latest Value / Price Quoted and the system will also show the lowest amount/ Rate that any Bidder would have quoted.

7. Terms and conditions for Reverse (Forward) Auction are as follows:

- 7.1 Reverse (Forward) Auction will be initiated after the opening of price bids. The schedule of the Reverse (Forward) Auction shall be intimated to the bidders by the system through their registered email and SMS to mobile number.
- 7.2 Only those bidders whose price bid has been opened by the Tender Inviting Authority shall be eligible to participate in the Reverse (Forward) process. However, in the case of the Reverse Auction process, the H1 bidder whose quote is highest during tender will not be allowed to participate as per the H1 elimination policy. Similarly, in the case of the Forward Auction process, the L1 bidder whose quote is lowest during tender will not be allowed to participate as per elimination policy.
- 7.3 Bidders are advised to read the 'Reverse (Forward) Auction terms and conditions' details of the Reverse (Forward) Auction event carefully, before the auction event.
- 7.4 Reverse (Forward) Auction can be held in two ways as indicated in the tender either on the Total overall cost of items/works or on Item-wise/lot-wise.
- 7.5 The 'Starting price' i.e., Start price and bid decrement (increment) price for the Reverse (Forward) Auction will be decided by the Tender Inviting Authority.
- 7.6 Bidders shall be able to view the following on their screen along with the necessary fields during the Online Reverse Auction:
 - 7.6.1 Current Bid Price in the Auction.
 - 7.6.2 Start Price.
 - 7.6.3 Decrement (or Increment) value.
- 7.7 The bidding direction in the case of Reverse Auction is downward and for Forward Auction is upward.
- 7.8 In the case of Reverse Auction, in order to displace a standing lowest bid and to become "L1", a bidder can offer a minimum bid decrement or in multiples of decremental value up to above Max Seal %. For example: Current Price: - Rs. 49,000 Decrement value: - Rs. 1000 System Defined Maximum Seal %: - 50, in this case, a bidder can quote minimum decrement amount as $Rs\ 49,000 - 1000 = Rs.\ 48,000$ and maximum decrement amount is $49000 - 24500 - 1000 = 23500 = 24000^*$. In the case of Forward Auction, in order to displace a standing highest bid and to become "H1", a bidder can offer a minimum bid increment or in multiples of incremental value up to or below Max Seal %. For example: Current price: - Rs. 49,000 Incremental values: - Rs. 1000 System Defined Maximum

Seal %: - 50, in this case, a bidder can quote minimum increment amount as Rs 49,000+1000= Rs. 50,000 and maximum increment amount as $49000+24500+1000=74500=74000^*$. This continues as an iterative process.

- 7.9 The system will not disclose the name of the L1 (H1) bidder, number of bids, and names of the bidders on the portal to anybody prior to the completion of the Reverse/Forward auction process.
- 7.10 There shall be no communication between the Tender inviting Authority and bidders and among bidders.
- 7.11 Bidders only see the lowest (highest) bid during the Reverse (Forward) auction. At no point in time will any bidder see the name of other bidders or the prices of bidders other than the lowest bid.
- 7.12 After the completion of the online reverse(forward) auction, all bidders who have participated in Reverse (Forward) will see the L1(H1) price in the Auction and further processing will be done by the Tender Inviting Authority.
- 7.13 In case of no participation by techno-commercially qualified bidders in the Reverse (Forward) Auction, the Tender price bids received during tender will be processed.
- 7.14 In case of the auction on the total value of items/works, the successful bidder may be required to submit a letter for price confirmation and rates of individual items/works within stipulated number of days after completion of the Reverse (Forward) Auction event, besides sending the same by registered post/courier to the tender inviting authority.
- 7.15 Any variation between the final bid value during RA and that in the confirmatory letter forwarded will be advised to re-work and submit.
- 7.16 Server time shall be the basis of Start Time and Closing time for bidding and shall be binding for all.
- 7.17 All electronic bids submitted during the reverse(forward) auction process shall be legally binding on the bidder.
- 7.18 The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by the bidder and acceptance of the same by the Tender Inviting Authority will form a binding contract between Tender Inviting Authority and the bidder for entering into a contract.
- 7.19 The last successful bid price quoted by the bidder will be considered a valid price at any point in time during the Auction.
- 7.20 If a bidder does not submit the bid in the Reverse/Forward Auction, the price quoted by them in the price bid shall be considered as the valid price of that bidder. The status of the bidder (L1, L2, etc)

shall be evaluated considering either the bid price submitted in the Reverse/Forward Auction or the price quoted in the price bid, whichever is lower.

7.21 In case of disruption of service at the service provider's end while the Reverse (Forward) Auction is live due to any technical snag or otherwise attributable to the system failure at the server end, the Tender Inviting Authority in consultation with the Application Administrator may decide to extend auction if required as per system malfunction procedure displayed in the home page of the website. In this case, the status quo of the Auction will be maintained prior to failure and the process will continue from that point onwards.

8. post-auction procedure: The Tender Inviting Authority will proceed with the Lowest (Highest) Bid in the Reverse (Forward) Auction for further processing.
9. Schedule for Reverse Auction: The Reverse (Forward) Auction schedule will be intimated later on through e-mail and SMS after opening the price bid.
10. Auction extension time: If a bidder places a bid in the last {5} minutes of the closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {10} minutes, for the entire auction from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last {5} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last {5} minutes. In case, there is no bid in the last {5} minutes of the closing of the Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related to internet connectivity, network problems, system crash down, power failure, etc. The above process will continue till 10-time extension is given during the Reverse Auction. All bidders, regardless of their previous position, can submit their bids during the extension period.
11. Bidding currency and unit of measurement: Bidding will be conducted in Indian Rupees as indicated in the tender.
12. Validity of bids: Price shall be valid for a period of a defined number of months from the date of the reverse auction. These shall not be subjected to any change whatsoever.
13. Bidders' bid will be taken as an offer to execute the work (or to award supply of the item) as per enquiry no. {.....} dt. {.....}. Bids once made by the bidder, cannot be cancelled/ withdrawn and the bidder shall be bound to execute as mentioned above at the bidder's final bid price. Should the bidder back out and not execute the contract as per the rates quoted, action shall be initiated as per the tender terms and conditions.
14. The Tender Inviting Authority's decision on the award of the contract shall be final and binding on all the Bidders.

15. The Tender Inviting Authority reserves the right to extend, reschedule, or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
16. The Tender Inviting Authority reserves the right to suspend or pause the reverse auction if required. In such cases, as per the discretion of the Tender Inviting Authority, the auction may be reopened.
17. The Tender Inviting Authority shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of the Tender Inviting Authority shall be binding on the bidders.
18. Failure of power or loss of connectivity at the premises of bidders during the Reverse (Forward) auction cannot be the cause for not participating in the reverse (forward) auction. On account of this, the time for the auction cannot be extended and the organization is not responsible for such eventualities.
19. Other terms and conditions shall be as per tender.
20. Bidder shall not divulge Bids or any other exclusive details of the organization to any other party. If the Bidder or any of its representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action will be taken against such bidders as per the banning procedure of the organization.
21. Tender price bid (s) means the price bid (s) received during tendering for the items/work/services.
22. Auction closing price bid means the lowest (highest) online price bid received after the completion of the Reverse (Forward) Auction.
23. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
24. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
25. No deviation from the technical and commercial terms & conditions are allowed.
26. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).

SECTION 1B: INSTRUCTION TO BIDDER (ITB)

- 1) The Bid should be submitted in two covers systems i.e., 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/>.
 - a) The Guidelines and other conditions for technical bid submission are mentioned in Section 3.
 - b) The list of documents to be scanned and submitted in the technical Bid to comply with qualifying criteria is given in ANNEXURE – B.
- 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 the 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 Email. 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 to 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): 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 manufacturer (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 the 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 are to be strictly according to the specifications 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 been 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 (ANNEXURE-A) / Demand Draft / Fixed Deposit Receipt of any scheduled bank drawn in favor 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:
 - a. Successful Bidders should submit performance Security as prescribed above to the Purchase Section, NITK Surathkal, on or before 30 days from the date of issue of order with acknowledgment.
 - b. 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.
 - c. 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.
 - d. 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 the date corrigendum).
- 13) Service support: Service Support will be effective from the date of successful installation and commissioning. The OEMs/Authorized Distributors/ Dealers /Service centers must attach a certificate of sales and service facilities available within Karnataka state or in Udupi or Dakshina Kannada, escalation support for on-call service or station engineer, etc. The Bidder shall upload the details of OEMs/Authorized Distributors/ Dealers /Service centers such as GST Certificates, trade license certificates, 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, the 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, the Institute may at its discretion extend the last

date for the receipt of bids. Any amendments would be displayed through the 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 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. Tenders received without such translation copy will be rejected.
- 17) The Institute reserves the right to accept any bid other than the lowest or even reject 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 a 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, in addition to 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 the quoted 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 any other mode/electronic fund transfer offered by the bank. NITK, Surathkal will not make an advance payment to the party. Any request for Advance payment will be rejected summarily. In case it is necessary, the advance payment will be made strictly against the bank guarantee only.
- c) Payment will be made by Standard Payment terms and conditions of NITK, Surathkal, as per the 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 the 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 for 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 of the committee in any way concerning scrutiny, consideration, evaluation of the Bid(s) or decision concerning the 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 email to arpurchase@nitk.edu.in and cc to supdt-purchase@nitk.edu.in, so as to reach the Buyer, on or before 4.00 p.m. on 11-11-2024.
 - b) A Pre-bid Conference shall be held as indicated in the Invitation to Bid. All prospective bidders are requested to kindly attend the Pre-bid Conference. To facilitate NITK for the proper conduct of the Pre-bid Conference, all prospective bidders are requested to kindly submit their queries through email to the indicated mail address (with Tender No. and Date) so as to reach the Buyer as indicated in the Invitation to Bid.
 - c) NITK shall answer the queries during the pre-bid conference, which will 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 will become binding on all the prospective bidders. These proceedings will also be hosted on the NITK website, 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 be aware 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 start-up MSEs will be as per GOI norms.
- 36) The estimated price put up in the Tender is inclusive of all.
- 37) Abnormally quoted low Bids will be liable for rejection as per the OM No.F.12/17/2019-PPD of the Department of Expenditure, Ministry of Finance, dated 6th February 2020.

Section 2: Terms and Conditions

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,
6. Payment: No advance payment will be made. Monthly billing will be prepared as per actuals of Printer / Copier counter reading.
7. Period of Contract: The period required is for three years. Extendable every year to a maximum of two years by mutual consent and should be specified conforming to Section 3 of this tender document.
8. The indent/work order will be given as & when on required basis, subject to the satisfactory performance and subsequent approval of the Competent Authority of NITK, Surathkal, for the minimum period of one year or until the completion of the contract period, whichever is earlier. The vendor needs to complete initial setup of all equipment and accessories with in a period of 15 days from the date of receiving work order or as per delivery period mentioned in work order (whichever is earlier). Further, equipments and accessories need to be supplied through subsequent indents should be provided with in a period of 7 days.
9. 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.

10. The Vendor has to take back the installed printers /photocopiers /scanners after completion of contract period at their own cost on as is where is basis without any financial implication or liability on NITK Surathkal.
11. 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 a 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 disputable 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 period of the contract, if the contractor wishes to terminate the Contract or wants to leave the Contract, they have to give at least three months' notice in advance, failing which his Security Deposit /BG will be forfeited.
12. The successful Bidder should comply with the statutory labour norms, such as the Minimum Wages Act, 1948 with regard to the manpower deployed for the execution of the Contract.
- a. 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 non-compliance, the contractor shall be held responsible and a penalty, if any, will be recovered.
 - b. All the items supplied should be of good quality and clean as they will be needed for the smooth conduct of administration, finance, research, project and academic activities of NITK Surathkal. The items supplied should be as per the requirement.
 - c. The successful Bidder will be required to make available the required equipment, which needs to be installed and operationalised on the site, as directed in the work order. In some cases, Items may be required at short notice; therefore, the successful Bidder is supposed to have enough stock at any point of time.
 - d. The contractor will be bound by a time schedule for providing items. Therefore, the contractor must have an adequate and effective supervisory mechanism for providing uninterrupted supplies.
 - e. The successful Bidder shall depute at least 01 Facility manager/Service Engineer to be stationed at NITK Surathkal in working hours for liaisoning, so that the work/supply is done/made smoothly in a time-bound manner.
 - f. All equipment utilized in the course of operations shall be insured against accidental damage, throughout the duration of equipment use.
 - g. The upkeep & maintenance against general wear & tear of the equipment will rest solely on the vendor.
13. General Terms and Conditions
- a. Specifications are the fundamental essence of the product. It must be ensured that the offers are as per our specifications. Merely copying our specifications shall not make firms eligible for consideration.

- b. NITK may ask for the Inspection Report related to the value or packing condition, etc., to be provided by the Agency nominated by us, charges for which will have to be borne by the contractor. If required
- c. The Pre-installation requisites (electrical/floor/space, etc.) should invariably be mentioned clearly, if any. The Installation/ Training will be the responsibility of the Contractor.
- d. The Bidders who are willing to participate in the Tender should have a fully operational registered/ Branch office located in Udupi or Dakshina Kannada.
- e. The Bidder must be an authorized distributor/ dealer/ partner of the OEM. The supporting documents in this respect shall be submitted by the Bidder along with the bids.
- f. The Bidders should ensure that Renewal of OEM support should be done within 05 working days from the issue of the Letter of Intent on a yearly basis until the contract period.
- g. The Bidder should have satisfactorily executed/completed a minimum of 3 AMC/similar contract in Central/State Govt/Autonomous Bodies/ PSUs/ reputed private organizations in the last 3 years. The Bidder shall enclose copies of supporting documents.
- h. The Bidder should have an average turnover of at least twenty-four lakhs in the last three financial years, i.e., 2021-22. 2022-23 and 2023-24. Copies of the Profit & Loss Account and Balance Sheet duly certified by a Chartered Accountant must be enclosed with the Tender and the turnover details to be filled.
- i. **The contractor shall be responsible for providing all the genuine spare parts, drums, toner, and other consumables, etc without any additional charges.**
- j. **The Bidder must keep an adequate number of genuine toner/cartridges on standby for the photocopier machine/printer in NITK Surathkal at its own cost.**
- k. The contractor shall be responsible for the maintenance towards routine servicing and labour for attending any number of breakdowns calls during the contract period and fault rectification on-site as well as off-site without any additional charges.
- l. The rectification works of photocopier machines will have to be carried out at the location of the equipment except in exceptional circumstances where the equipment or any component may be required to be taken out for repairs in the workshop. In such a case, the standby arrangement shall have to be made by the contractor, and in no way the working of the system shall be held up for want of any standby arrangements.
- m. **TOOLS and EQUIPMENT:** The contractor shall arrange at its own expenses, all necessary tools, equipment, and parts required for the proper functioning of the machines.

- n. **Termination Clause:** Either party may terminate this Contract at any time during its term, provided that a written notice is given to the other party **at least three (3) months in advance** of the intended termination date.
 - o. **Satisfactory Services** - The decisions of NITK Surathkal shall be final and binding on the firm/Agency for the purpose of determining satisfactory services.
 - p. **Additional Requirements:** In the event that additional requirements for similar machines arise during the term of this Contract, the Bidder shall supply such additional machines and they shall be provided at the same rates and under the same terms and conditions applicable to this Contract.
 - q. **Prohibition of Subcontracting:** - The firm/agency shall not appoint any subcontractor for this work under any circumstances.
 - r. **Deduction of Income Tax at Source:** - Since it is a "Works Job Order," Income Tax shall be deducted as the source from all the accepted payments to be made, in accordance with the provision of the Income Tax Act, 1961, as amended from time to time.
 - s. **Consumables/Spares:** The Vendor must maintain an adequate inventory of genuine toner and cartridge spares at NITK Surathkal at its own cost.
 - t. **Operating Systems Supported:** The printers must work in the Network from Windows 11/10/8/7, Windows Vista and Windows XP clients or any other latest versions. The Vendor must provide Printer & Scanner Drivers for all the aforementioned operating systems.
- 14. **Complaint Logging:** The Vendor shall maintain a call centre for logging complaints from via email or phone at NITK Surathkal. The designated email and/or phone number will be used for all complaints and requests for consumables.
 - 15. **Complaint Number Assignment:** Upon receiving a complaint, the Vendor will assign a unique complaint number. The printer's serial number will also be provided for reference.
 - 16. **Resolution Timeline:** Issues must be resolved within **8 working hours**. If unresolved, the Vendor will provide a spare printer with equal or greater specifications, with a counter reading less than or equal to the defective printer.
 - 17. **Support Availability:** The Vendor shall provide support 24x6 days of a week, or as required by NITK.
 - 18. **Complaint Closure:** Complaints will only be closed after receiving a call completion report and confirmation from NITK Surathkal.
 - 19. **Replacement of Non-Repairable Equipment:** The Vendor must provide a replacement immediately, If a printer cannot be satisfactorily repaired.
 - 20. **Penalty Clauses:**

- a) If the complaint or repairs are not resolved within 48 hours, a penalty of Rs. 300/- per day per equipment will be applied for each day of downtime.
 - b) If any complaint or repairs extend beyond (7) days, the penalty will increase to of Rs. 500/- per day per equipment for each day thereafter.
- 21. The contractor should submit the bill with a report certified by NITK Surathkal. The bill should clearly mention the Serial number of the Printer, No. of pages printed, rate, rental charges, Amount, Applicable taxes, Total Amount, and Work order Number etc.
 - 22. Any shifting of printers from one location to another within the premises must be done without additional cost. The power and networking points will be provided by NITK Surathkal.
 - 23. The printer must include an inbuilt page counter that accurately tracks the number of pages printed. This counter must be visible to NITK Surathkal at all times on the printer's display OR through connected software. It should provide real-time updates, **allow for resets only by authorized personnel**, to prevent loss or tampering.
 - 24. All the printers supplied and installed should be NEW and shall conform to the technical specifications outlined in the contract.
 - 25. In case of dispute, the matter will be subject to Mangaluru Jurisdiction only.

Section 3: Schedule of Requirements and Allied Details

1. Scope of work
 - a. Supply and Installation of New A4 and A3 size Multifunction Printers cum photocopiers (Black & White and Colour) and Scanners with Maintenance & Services and supply of consumables on a 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 the 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. Supply all consumables of the supplied printer/photocopier except paper. Consumables include Toner Cartridges, Ink, Developer, Drum, labor and software, etc.
3. The Successful Bidder shall enter into a Contract agreement with NITK Surathkal for the duration of the Contract to execute the scope of work.
4. The present requirements are Estimated only:
 - I. 5 Nos. of Photocopiers cum printers and
 - II. 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, Photocopier, or Scanners.

5. QUALIFICATION CRITERIA –Technical Bid

| Sl. No | Condition | Supporting Documents (to be uploaded the self-attested with seal) |
|--------|---|--|
| 1 | The Bidder should possess a trade Licence certificate to supply the item. | Copy of Certificate of Registration / Incorporation. |
| 2 | The Bidder should have a minimum average annual turnover of Rs. 25 Lakhs over the last three financial years (FY 2021-22, 2022-23, 2023-24) | 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 the last three financial years (FY 2021-22, 2022-23, 2023-24). | Certificate from the Chartered Accountant clearly stating the net worth. |
| 4 | <p>The Bidder should have</p> <p>(1) Completed one work with a minimum order value of Rs. 40 Lakh OR</p> <p>(2) Completed two works, each with a minimum order value of Rs. 25 Lakh. OR</p> <p>3) Completed three works, each with a minimum order value of Rs. 20 Lakh.</p> <p>The works must be of Central Govt. / State Govt. /PSU/ Autonomous Bodies and be related to providing computers /printers /photocopiers /scanners/laptops, etc. on a hiring basis or related similar works during the last seven financial years.</p> | A copy (or copies) of the work order/work completion certificate, along with the value signed by a competent authority, is required. |
| 5 | The Bidder should have valid Income Tax returns for the last three Assessment years ((FY 2021-22, 2022-23, 2023-24)) 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 a copy of PAN card & 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 the Indian Partnership Act, 1932 or Limited Liability Partnership Firm under the Limited Liability Partnership Firm Act | Copy of Certificate of Registration / Incorporation. |
| 8 | The Bidder shall be an Original Equipment Manufacturer (OEM) of the items or an Agency Authorized by OEM. | Authorisation letter to participate in this bid shall be submitted by the Bidder along with the bids |
| 9 | The Bidder must be a company registered in India under the Companies Act 1956 or Partnership Act 1932 and should have given been in operation for a period of at least three years as of the Tender published date (Trusts and Societies are not eligible to bid for this project) | Certification of Incorporation/Company Registration Certificate. Valid GST Registration Certificate & PAN Card |

| | | |
|----|--|--|
| 10 | Compliance Sheet | The Bidder must upload Technical Specification (of the Printers & Scanners) Compliance Sheet as per the requirement. |
| 11 | The OEM/Authorized by OEM (Bidder) should not be declared blacklisted/ineligible/debarred by any Government or Private Organization or has been found to have been engaged in activities or practices that are corrupt, fraudulent, non-satisfactory work performed or any other unethical business practices, as on date of bid submission. | Self-Declaration from the Bidder as per Annexure – C form Authorized Signatory of the Firm. |
| 12 | Escalation Matrix for Service Support. | Bidder/OEM must provide an Escalation Matrix of Telephone Numbers for Service Support. |
| 13 | Availability of Service Centres: Bidder/OEM must have a functional Service Centre in Udupi or Dakshina Kannada for carry-in warranty. | Bidders must provide the location of service centres along with supporting documents. |

6. The list of documents to be uploaded to comply with qualification criteria is given in ANNEXURE - B
7. The financial Bid must be inclusive of monthly rent charges, printing cost, which include GST, service charges, AMC, warranty, transport /freight charges, Insurance, Installation of Equipment and Installation of Software, duty taxes, etc., (if applicable)
8. The format of financial bid submission is given in Section - 4.
9. The contract form format is given in Section 5.
10. The Bank Guarantee Format for Performance Security is given in Annexure- A
11. Service Support of the product shall not be less than Contract period: Declaration to be submitted.

SECTION 4 - FINANCIAL BID

[BOQ template-to be used by the Bidder for submission of the Bid]

| A | Item Name | Approx. printouts per month | Offered Free printouts per month in numbers | Chargeable printouts (3-6) | Rent per month is Rs. * (figures) | Chargeable printout cost per page | Total cost for chargeable printout per month with GST | Total per month * (8+5) | TOTAL per month (8+5) in words |
|---------------------------------|--|--------------------------------------|--|----------------------------------|--|--|--|-----------------------------------|--|
| 1 | 2 | 3 | 6 | 7 | 8 | 4 | 5 | 9 | 11 |
| MFD PRINTERS | | | | | | | | | |
| 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, WiFi 25 PPM | | | | | | | | |
| 4 | A4 heavy Duty Multifunction Printer with Duplex & Network, Print Scan, Copy, WiFi 50 PPM | | | | | | | | |
| 5 | A4 Colour Printer Inkjet, with Scanner | | | | | | | | |
| 6 | A4 Colour Multifunction Printer with Print, Scan, Copy, Duplex, Network, WiFi, ADF | | | | | | | | |
| PHOTOCOPIER CUM PRINTERS | | | | | | | | | |

| | | | | | | | | | |
|-----------------|--|--|--|--|--|--|--|--|--|
| 1 | A3 Photocopier Printer (Low-level Model) Colour Scan with Network, Copy, Duplex 20 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 36 PPM | | | | | | | | |
| 6 | A3 Photocopier Printer (Big) with Network, Duplex, RADF, Double Tray, Trolley, Stabiliser, TOUCH PANEL 45PPM | | | | | | | | |
| SCANNERS | | | | | | | | | |
| 1 | Document Scanner Single pass dual side scan, Network. | | | | | | | | |
| 2 | Document Scanner Single pass dual side scan with Network 25 PPM | | | | | | | | |

Note:

1. * Denotes final price for monthly rent charges, which includes GST, service charges, AMC, warranty, transport /freight charges, Insurance, Erection of Plant or Machinery and Installation of Software, duty taxes, etc.,
2. The Bidder has to submit a breakdown of the quoted price into base cost, GST component, etc.
3. Bidders must quote the rates for all the tender items. If a bidder quotes nil/Zero charges or does not quote for all the items of the Tender, the Bid shall be treated as unresponsive and will not be considered.
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 an execution of the 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 the rate will not be permitted during the said period or during any period while providing services, whether extended or not, for reasons other than the 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 a discrepancy between the prices quoted in words and figures, the lower of the two shall be considered.
8. The price bid should not contain any commercial conditions. Variations 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 on the business letterhead]

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

Signature of the Bidder :

Name and Designation :

Business Address :

Place:

Date:

Seal of the Bidder's Firm

Format for Performance Guarantee Bond

(To be typed on non-judicial stamp paper of the value of Indian Rupees of Five Hundred)

To,

Director,
National Institute of Technology Karnataka,
Srinivasnagar P.O., Surathkal
Mangaluru – 575025

Whereas..... (name and address of the contractor) (hereinafter called “the contractor”) has undertaken, in pursuance of contract no date..... to supply (description of goods and Works/ Services) (hereinafter called “the contract”).

And whereas you have stipulated it in the said contract that the contractor shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And whereas we have agreed to give the contractor such a bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, 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 contractor 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 hereby waive the necessity of your demanding the said debt from the contractor before presenting us with demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the contractor 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 of20.....

Our..... Branch at.....*(Name & Address of the
..... *(branch) is liable to pay the guaranteed amount depending on the filing of a claim
and any part thereof under this Bank Guarantee only and only if you serve upon us at our*
branch a written claim or demand and received by us at our * Branch on or before
Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....

.....

Name and designation of the officer

.....

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

*Preferably at the headquarters of the authority competent to sanction the expenditure for the
procurement of goods or at the concerned district headquarters or the state headquarters.

ANNEXURE-B

Check List for Submission of Documents along with Technical Bid to meet Qualification Criteria and Essential Conditions. 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 | List of Service Centres within in Udupi or Dakshina Kannada 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. | | |
| 7 | List of customers with contact details. | | |
| 8 | A copy of the Audited Balance sheet, Profit & Loss A/c. Statement, 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 | Escalation Matrix for Service Support | | |
| 15 | The copies of work order/ work completion certificate | | |
| 16 | Compliance Sheet of Technical Bid | | |
| 17 | DECLARATION as per ANNEXURE –C | | |
| 18 | Details of the Bidder (as per ANNEXURE – D). | | |
| 19 | Annual turnover and net worth statement (as per Annexure – E). | | |
| 20 | Details of Work Completed during the last 07 years (as per ANNEXURE- F). | | |
| 21 | Bidder financial standing: Declaration (as per ANNEXURE – G). | | |

DECLARATION

[To be provided by the bidder in the business letterhead]

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 detail 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/Delisted 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:

DETAILS OF THE BIDDER

[To be provided by the bidder in the business letterhead]

| Sl. No | Particulars | Description /Details |
|-----------|--|----------------------|
| 1 | Name of Bidder | |
| 2 | Contact Details | |
| | Registered Office Address | |
| | Telephone No.: | |
| | Alternate Mobile No.: | |
| | Email: | |
| | Website | |
| 3 | Incorporation Details | |
| | Incorporation Number | |
| | Date of Incorporation | |
| | Authority | |
| 4 | Name of Authorized Signatory | |
| | Position | |
| | Telephone /Mobile No.: | |
| | Email: | |
| 5 | Name and Address of Offices /Service Centres | |
| | In Dakshina Kannada | |
| | Name of Service Centre / Office | |
| | Address | |
| | GST No.: | |
| | PAN No.: | |
| | Phone No.: | |
| OR | Email Id: | |
| | In Udupi | |
| | Name of Service Centre / Office | |
| | Address | |
| | GST No.: | |
| | PAN No.: | |
| | Phone No.: | |
| OR | Email Id: | |

Signature of the bidder
(With seal)

ANNUAL TURNOVER AND NET WORTH STATEMENT

[To be provided by the bidder in the business letterhead]

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

| Sl. No | Year | Turnover in Lakhs (Rs.) |
|-------------------------|--------------|--------------------------------|
| 1 | 2021-22 | |
| 2 | 2022-23 | |
| 3 | 2023-24 | |
| | 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

Details of Work Completed during last 07 years

[To be provided by the bidder in the business letterhead]

| 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) |
|--------|------------------------------|-----------------------------------|---|--------------|-----------------|---------------|------------------------------|--|
| | | | | | | | | |
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| | | | | | | | | |
| | | | | | | | | |

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 letterhead]

I/We..... Proprietor 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)

ANNEXURE-H

Agreement for "Supply of Black & White and Color Printers/Copiers/Scanners on Hire basis (rental) of NITK, Surathkal."

THIS AGREEMENT is made on/...../2024 by the between National Institute of Technology, Surathkal, a statutory technical educational Institute of the Ministry of Education, Government of India, imparting technical and science education, represented by its Registrar, hereinafter called the "Institute" of ONE PART (The expression "Institute" shall include his successors, assigns or transferees)

And

M/s..... (Reg. Firm Name), (Address), represented by **M/s**.....(Name) proprietor of **M/s**....., (Address), hereinafter called the contractor/service provider which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, legal heirs, executors, administrators, representatives of the OTHER PART.

WHEREAS the Institute has called online tenders through CPP for **"Supply of Black & White and Color Printers/Copiers/Scanners on Hire basis (rental) of NITK, Surathkal** vide Tender Notification No.....,dated:00-00-2024, WHEREAS among several other bidders, **M/s**.....(Name of Firm).....(Address) - have also submitted their offer in response to the said notification; among several agencies who have offered their bid, the Institute found the tender offered by **M/s**.....(Name of Firm).....(Address) is acceptable and hence offered to grant the contract for **"Supply of Black & White and Color Printers/Copiers/Scanners on Hire basis (rental) of NITK, Surathkal"** to them vide letter of Intent No., Date:00-00-2024. Whereas **M/s**..... (Name of Firm) (Address), has accepted the award of the contract and Performance Security Deposit amount for **Rs**..... **/- (Rupees**..... **In Words)** by Institute Receipt Voucher No. dated: 00-00-2024 is submitted. Hence, this agreement,

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the tender document.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, namely
 - (i) Tender Notification No..... Date: 00-00-2024
 - (ii) A tender document containing Nos. of pages.
 - (iii) Documents submitted by the Agency along with his tender containing.....pages in

pdf documents and catalogue)

(iv) Letter of Intent No. dated: 00-00-2024

(v) Work Order.

(vi) All future correspondence between the parties.

3. In consideration of the payments to be made by the Institute, the contractor hereby covenants with the Institute and executes the services for Supply of Black & White and color printers/Copiers/Scanners on Hire basis (rental), NITK, SURATHKAL with effect from **00-00-2024**, as per the provisions of the contract.
4. The contractor hereby agrees to adhere to all related statutory requirements/related Acts & Rules and statutory provisions for running the outsources M/sand employing workers engaged under this contract.
5. The contractor hereby agrees to adhere to all related statutory requirements in paying taxes to the concerned authority.
6. The Institute hereby covenants to pay the contractor in consideration of the services rendered by the contractor, the amount specified in the tender documents/price bid, as accepted in the letter of intent.
7. Period of Contract: The period required is for three years. Extendable every year to a maximum of two years by mutual consent and should be specified conforming to Section 3 of this tender document.
8. The indent/work order will be given as & when required basis, subject to the satisfactory performance and subsequent approval of the Competent Authority of NITK, Surathkal, for the minimum period of one year or until the completion of the contract period, whichever is earlier.
9. The contractor should strictly use genuine spare parts and genuine consumables.

IN WITNESS WHEREOF the parties hereto have signed the agreement on the date and year first above mentioned.

M/s. (Name of Firm)

Registrar, NITK Surathkal

1. Witness:

1. Witness: Jt. Registrar

2. Witness:

2. Witness: Asst. Registrar (Purchase)

1. All the printers should be insured
- 2.