भारतीय सूचना प्रौद्योगिकी संस्थान गुवाहाटी Indian Institute of Information Technology Guwahati

बंगरा गुवाहाटी 781 015, भारत Bongora, Guwahati 781 015, India



Tender No: IIITG/S&P/247/2023/154 Date: 4th December, 2023

Notice Inviting e-Tender for Supply of Outdoor Electrical panels for LT Power Supply Distribution at Indian Institute of Information Technology Guwahati

www.iiitg.ac.in



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<u>SECTION-I</u> Notice Inviting e-Tender

On behalf of the Director, Indian Institute of Information Technology Guwahati, online tenders are invited under two-bid system from reputed and experienced Electrical panel manufacturing agencies for *Supply of Outdoor Electrical panels for LT Power Supply* at Indian Institute of Information Technology Guwahati as per following schedule:

Tender No	IIITG/S&P/247/2023/154 dated 4 th December, 2023
Tender Name	e-Tender for Supply of Outdoor Electrical panels for LT Power Supply at Indian Institute of Information Technology Guwahati.
Tender Publishing Date	04-12-2023
Location of delivery of goods/ services to be rendered.	IIIT Guwahati Campus, Bongora, Guwahati, Assam 781015, Assam-INDIA
Time period for delivery	30 days from the Date of issue of the Purchase order.
Validity	The bid should be valid for acceptance up to a period of 180 Days. The Bidders should be ready to extend the validity, if required without any additional financial implications.
Pre-Bid Meeting Date, Time & Venue	No pre-bid meeting for this NIT
Bid Submission Start date	05-12-2023
Bid Submission End date	19-12-2023 up to 15:00 hr.
Date & Time of Opening of Technical Bids	20-12-2023 at 15:30 hr.
Date & Time of Opening of Financial Bid	To be intimated later
Tender Fee (non-refundable)	Nil
EMD	₹ 25000/- through SBI i-Collect
	MSE's are exempted from the payment of EMD, SMEs should submit a valid MSME certificate.
Performance Bank Guarantee	3% of final tender value
Communication Address	Dean (Admin) Indian Institute of Information Technology Guwahati Bongora, Guwahati, Kamrup(R) 781015, Assam Email: <u>snp@iiitg.ac.in</u>



- Tender document is available on CPP Portal (URL: https://eprocure.gov.in/eprocure/) and Institute website i.e.
 www.iiitg.ac.in/tender.php
- Instructions regarding submission of online bids are available at URL: <u>https://eprocure.gov.in/eprocure/.</u> Bidders are requested to follow the instructions carefully as per the tender document and the instructions given in the above said website. The bidder should go through the tender documents/instructions carefully before submitting/uploading the bids.
- The Institute shall not be responsible for any delay in submission of online Bids. The Institute reserves the right to accept or reject any bid, relax/withdraw/add any of the terms and conditions contained in the tender documents or cancel the tender without assigning any reason thereof. Institute's decision in this regard shall be treated as final. No correspondence in this regard will be entertained.
- Changes made in the tender documents due to reasons beyond the control of the Institute will be uploaded on the website only and no additional notification will be issued in Newspaper. Please visit our website regularly for any corrigendum/ amendments and submit the bid documents accordingly.
- The tenderer shall sign and stamp each page of this tender document as taken of having read, understood and comply with tender, the terms and conditions contained herein.
- Manual bid/tender will not be accepted under any circumstances.
- Incomplete bids/ documents not conforming to the directions and terms & conditions given in the tender document (including corrigendum/ addendum) shall be rejected without giving any reason. No verbal or written enquiry will be entertained in respect of acceptance or rejection of the tender.
- The benefit of MSME/ NSIC will be given to the firm registered under micro and small category only.

Sd/-

Dean (Admin) IIIT Guwahati



<u>SECTION-II</u> Instructions to Bidders

1. Registration Process

- 1.1. Bidders to enroll on the e-Procurement module of the portal http://eprocure.gov.in/eprocure/app by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
- 1.2. The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 1.3. Bidders to register upon enrolment their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- 1.4. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse. Foreign bidders are advised to refer "DSC details for Foreign Bidders" for Digital Signature requirements on the portal.
- 1.5. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.

2. Tender Documents Search

- 2.1. Various built-in options are available in the CPP portal to facilitate bidders to search active tenders by several parameters These parameters include Tender ID, location, date, value, etc.
- 2.2. 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.
- 2.3. 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 / e-mail in case there is any corrigendum issued to the tender document.

2.4. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. Bid Preparation

- 3.1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 3.2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- 3.3. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3.4. 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 formats. Bid documents may be scanned with **100 dpi with black and white** option.
- 3.5. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4. Bid Submission

- 4.1. Bidder to log in to the site well in advance for bid submission so that he/she 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.
- 4.2. The bidder to digitally sign and upload the required bid documents one by one as



indicated in the tender document.

- 4.3. Bidder to select the payment option as Off-line" to pay the tender fee/ EMD wherever applicable and enter details of the instrument.
- 4.4. A standard BoQ format (Annexure-F) has been provided with the tender document to be filled by all the bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.
- 4.5. 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, opening of bids etc. The bidders should follow this time during bid submission.
- 4.6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- 4.7. The uploaded tender documents become readable only after tender opening by authorized bid openers
- 4.8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 4.9. Add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

5. Assistance to Bidders

- 5.1. Any queries relating to tender document and terms and conditions contained therein should be addressed to Tender Inviting Authority or the relevant contact person indicated in the tender.
- 5.2. 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. The contact number for the helpdesk is 0120-4200462, 0120-4001002, 0120-4001005.
- 6. General Instructions to the Bidders



- 6.1. The tenders will be received online through portal <u>https:// eprocure.gov.in/</u> <u>eprocure/ app only.</u> In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
- 6.2. Possession of Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/ e-Token in the company's name is a prerequisite for registration and participating in the bid submission activities through https://eprocure.gov.in/eprocu
- 6.3. Bidders are advised to follow the instructions provided in the `Instructions to the Tenderers for the e-Submission of the bids online through the Central Public Procurement Portal for e-Procurement at <u>https://eprocure.gov.in/eprocure/app</u>.
- 6.4. **Cost of Bidding -** The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Institute will, in no case, be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

6.5. Tender Processing Fee and Bid Security (EMD)

The tender processing fee is **Nil** and Bid Security (EMD) of **₹25000.00** (Rupees Twenty Five thousand only) is payable online through SBI Collect, failing which the bid will be summarily rejected. The payment link and the steps to be followed are as follows:

https://www.onlinesbi.sbi/sbicollect/icollecthome.htm

- Step1. Select Category as "Educational Institutions"
- Step2. Search for IIIT Guwahati
- **Step3.** Under Payment Category , select "Tender Fee and EMD" .
- **Step4.** Fill all Details and pay.

Note:

1. The Bid Security/ EMD can also be submitted in the form of BG as per the format given at the **Annexure-G**. The bank details of IIIT Guwahati are as follows:

Bank - State Bank of India



A/c Name-Indian Institute of Information Technology GuwahatiA/c No.-34573379424IFSC-SBIN005242Branch-MIRZA

- 2. This online payment receipt may be provided in the technical e-bid.
- 3. Tender Processing Fee Exemption is allowed to only eligible bidders

6.6. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid shall be written in English language.

6.7. Pre-Bid Meeting

No Pre-bid meeting will be there for this tender.

6.8. Documents Comprising the Bid

The two-bid system will be followed for this tender. In this system, online offer should be submitted under TWO-BID System in two separate e-packets i.e. "Technical eBid" and "Financial eBid".

- 6.8.1. **Technical bid:** The technical e-bid containing the following documents shall be submitted through CPP Portal:
 - 6.8.1.1. Tender/ EMD fee details with receipt. If the proof of Tender Processing Fee and EMD submission is not uploaded along with the technical bid, such bid will not be considered.
 - 6.8.1.2. Documents in support of minimum eligibility criteria given in Section-IV required for bidding.
 - 6.8.1.3. Details of works of similar class completed as on the last date of submission.
 - 6.8.1.4. Copy of Solvency Certificate as per the format (original will be required to scan & produced on demand)
 - 6.8.1.5. Details drawings of the Electrical panels proposed to be supplied showing details of different components to be fixed/embedded (along with technical specifications thereof, which necessarily to be matched with the items given in BOQ of the tender)



- 6.8.1.6. Certification for warranty/guarantee of the Items proposed to be supplied.
- 6.8.1.7. Declaration letter etc. as applicable.

6.8.2. Financial Bid:

- 6.8.2.1. The financial bid shall comprise of the price component indicating the prices for each item. The duly filled BoQ in xls i.e excel format (copy of the BoQ is shown at Annexure-F for illustrative purpose only).
- 6.8.2.2. **Price:** The bidders must quote their price as specified in the prescribed format (BoQ) which has to be downloaded from CPPP/e-Tender portal, to be filled and uploaded. GST shall be payable by the institute as per Rule amended from time to time **(Quoted Rates are exclusive of GST)**. The total amount must be legible both in words and in figures. In case of discrepancy, the amount written in word will prevail. Illustrative format of BoQ may be seen at Annexure-F.
- 6.8.2.3. All supply rates for the Items is FOR at IIIT Guwahati permanent campus site in Bongora, Guwahati-15 including loading unloading charges & nothing extra will be entertained.
- 6.8.2.4. The Items for supply/delivery must be duly insured and nothing extra will be paid for this.
- 6.8.2.5. The rates quoted must include all warranty & guarantee (which must not be less than at least one year) and nothing extra will be paid on this account.
- 6.8.2.6. The rates quoted must include all taxes & duties and nothing extra will be paid on this account.
- 6.8.2.7. The prices once accepted by the Institute shall remain valid till the completion of all obligations under this supply contract. The Institute shall not entertain any increase in the rates during the period.
- 6.8.3. Notwithstanding the sub-division of the documents into separate sections or otherwise, every part of each section/ point or paragraph, shall be deemed to be supplementary to and complimentary of every other part and shall be read into totality as part and parcel of the contract.
- 6.8.4. Each page of the bid should be numbered properly and to be uploaded



in the same order.

6.9. **Bid Currencies -** Prices shall be quoted in Indian Rupees only.

6.10. Period of Validity of Bids

- 6.10.1. Bids shall remain valid for 180 days after the date of bid opening prescribed by the Institute. A bid valid for a shorter period shall be rejected as non-responsive. Any benefit for downward reversion of prices, should be extended to the Institute.
- 6.10.2. In exceptional circumstances, the Institute may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request. A Bidder granting the request will not be required nor permitted to modify the bid.
- 6.10.3. Financial Bid evaluations will be based on the bid prices without taking into consideration the above modifications.
- 6.11. The tender must be submitted ONLINE before the due date. The offers received after the due date and time will not be considered. Manual submission of bids will not be considered. The Institute may, at its discretion, extend this deadline for submission of bids.
- 6.12. Conditional Bids: Conditional bids are liable to be rejected summarily.

6.13. Modifications, Acceptance and Withdrawal of Bids

- 6.13.1. The Bidder may modify or withdraw its bid after the ONLINE bid's submission, as per the provision of CPP Portal.
- 6.13.2. No bid shall be modified subsequent to the deadline for submission of bids. No documents will be accepted in support of essential criteria after the last date of submission of bids.
- 6.13.3. No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder in the bid form.
- 6.13.4. The right of final acceptance of the tender is entirely vested with the Director, IIIT Guwahati who reserves the right to accept or reject, any of the tenders in full or in parts without assigning any reason whatsoever.



6.14. **Opening of Technical Bids**

The technical bids will be opened by the Tender Committee as per CPP guidelines on 09.10.2023 at Indian Institute of Information Technology Guwahati.

6.15. Clarification of Bids

- 6.15.1. During evaluation of the bids, the Institute may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.
- 6.15.2. No Bidder shall contact the Institute authority on any matter relating to its bid after bid opening until the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Institute, it should be done in writing.
- 6.15.3. Any effort by a Bidder to influence the Institute's authority in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

6.16. Evaluation of Technical Bid

- 6.16.1. Technical evaluation will be done on the basis of meeting Minimum Eligibility Criteria (Ref: Section IV of this bid document) and fulfillment of other terms & Conditions specified in this bid document only based on supporting documentary evidence submitted along with technical bids.
- 6.16.2. Bidders meeting all technical parameters will be declared as Technically Qualified bidders and qualify for opening of financial/price bid opening.
- 6.16.3. The decision of the tender committee/ competent authority will be final and binding in this regard.



6.17. **Opening of Financial Bids**

The Financial Bids of only those bidders who qualify in the technical bid shall be opened after evaluation by the Committee constituted for the purpose. No bidder will be allowed to withdraw its bids after opening of technical bids.

6.18. Evaluation of financial Bids

- 6.18.1. In financial evaluation, Bidder/Company/Firm/Agency offering lowest price among opened financial bids will be awarded the contract .
- 6.18.2. If the price quoted by a Bidder/Company/Firm/Agency is abnormally low or unjustified, the bid will not be considered.

6.19. Award Criteria

The Bidder/Company/Firm/Agency quoting the lowest rate will be declared qualified. For any reason if the bidder quoting the lowest bid denies/ expresses its inability to accept the offer, the second or subsequent bidder who agrees to work at the rates quoted by the lowest bidder may be considered for award of the work.

6.20. Notification of Award

Prior to the expiry of the validity period, the successful Bidder shall be notified by the Institute in writing through e-mail /speed post or hand delivered letter.

6.21. Submission of Performance Bank Guarantee

The successful bidder shall submit the Performance Bank Guarantee (3% of the final tender value) within the 7 days from the acceptance of the Purchase Order issued by IIIT Guwahati.



- 6.22. **Refund of EMD to the unsuccessful bidder**: EMD will only be refunded to the unsuccessful bidders within 60 days after finalization of Tender.
- 6.23. **Fall clause:** The price quoted by the bidder should not be higher than the maximum retail price, if any, for the stores and the same shall not be higher than the price usually charged by the bidder for stores of the same nature, class or description to any other procuring entity.



SECTION III

Definitions

- 1. "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers;
- 2. "Bidder" (including the term 'tenderer', 'consultant' or 'Service Provider' in certain contexts) means any eligible firm or company or agency participating in a procurement process/work contract offering with a Procuring/Entity;
- 3. "(Standard) Bid(ding) documents" (including the term 'tender (enquiry) documents' or 'Request for Proposal Documents' RFP documents in certain contexts) means a document issued by the Procuring Entity, including any amendment thereto, that sets out the terms and conditions of the given procurement and includes the invitation to bid;
- 4. "Bid security" (including the term 'Earnest Money Deposit'(EMD), in certain contexts) means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid: the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the contract or failure to provide the required security for the performance of the contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the solicitation documents.
- 5. "Competent authority" means the officer(s) who finally approves the decision.
- 6. "e-Procurement" means the use of information and communication technology (especially the internet) by the Procuring Entity in conducting its procurement processes with bidders for the acquisition of goods (supplies), works and services with the aim of open, non-discriminatory and efficient procurement through transparent procedures;
- 7. "Notice inviting tenders" (including the term 'Invitation to bid' or 'request for proposals' in certain contexts) means a document and any amendment thereto published or notified by the Procuring Entity, which informs the potential bidders that it intends to procure goods, services and/or works.;



- 8. "Supply Contract" (including the terms 'Supply order' or 'Purchase Order' or 'Contract for supply' under certain contexts), means a formal legal agreement in writing relating to the subject matter of providing required services, entered into between the Client and the Service Provider/ Company/Firm/Agency on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country.
- 9. "Goods" is defined as any subject matter of procurement other than services or works, except those incidental or consequential to the products and includes physical, maintenance, professional, intellectual, training, consultancy and advisory services or any other service classified or declared as such by a Procuring Entity but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf.



SECTION-IV

Minimum Eligibility Criteria for Bid Submission

The bidders having followed minimum qualification are eligible for bidding:

- 1. The bids submitted by the bidders will be evaluated as per below:
 - 1.1. The bidder firm must be a legally valid Electrical panel manufacturing identity i.e. a Proprietary/Partnership Firm/ Limited Company/ Society legally constituted or registered under the relevant Act for Electrical panel manufacturing purpose OR, Central Power Research Institute (CPRI) registration/certification (Enclose a self – attested copy of the registration certificate/ relevant document).
 - 1.2. The bidder must be from within the state of Assam /should have a business establishment in the state of Assam.
 - 1.3. The bidder must have a valid CPRI registration /Certificate for supply & manufacturing of Electrical panels (Enclose self-attested copy of the document).
 - 1.4. Must be registered with Tax Authorities as Income Tax, Goods & Services Tax (GST) [Enclose copies of registrations such as GST, PAN etc.]
- 2. Must have an average Annual Turnover of ₹ **10 Lakhs** or above of the preceding three (03) financial years (2020-21,2021-22 and 2022-23), in the books of account, from the work of similar nature (i.e *Supply of Electrical panels for Power Supply Distribution*). Specific certificate regarding the Turnover from the *Supply of Electrical panels for Power Supply Distribution* are required to be furnished from the Chartered Accountant Firm which had undertaken Audit of the bidder during these three financial years.
- 3. The Bidders should have undertaken/completed the following work : *for Supply of Electrical panels for Power Supply Distribution* the last 3 years (2020-21,2021-22 and 2022-23):

One supply order/contract of value not less than 10 Lakhs.

OR

Two supply orders/contracts of each of value not less than 7.2 Lakhs.

OR

Three supply orders/contracts of each of value not less than 5 Lakhs.

3.1. The work executed in the own name of the bidder only will be considered for



meeting the eligibility criteria.

3.2. Certificates of satisfactory performance from at least one Government (Central/State) Departments/PSUs/Autonomous bodies of Central or State Government including Higher Educational Institution/Central Research Organization for the last three years 2020-21,2021-22 and 2022-23. The Bidder must produce certificate of experience from the clients. The certificate should clearly mention the following details:

Sl. No.	Description
1	Name of the client and full address
2	Contact number and email ID of the client
3	Details of Items supplied

- 3.3. The certificate of experience should be exclusively for *Supply of Electrical panels for Power Supply Distribution*.
- 3.4. Certificates not indicating the contract value clearly for the work of *Supply of Electrical panels for Power Supply Distribution* completed during the period of contract, WILL NOT BE ACCEPTED.
- 3.5. Copy of work order/agreement and/or self-certified certificates WILL NOT BE ACCEPTED as certificate of experience. If any document other than certificate of experience is produced, such document WILL NOT BE ACCEPTED. Bids not accompanied by certificate of experience issued by the client WILL AUTOMATICALLY STAND DISQUALIFIED
- 4. An affidavit, in original: Duly certified by a Notary that:
 - 4.1. The Partners of the firm or sole proprietor or Company as the case may be, has never been black-listed and the name of the firm or company has not been changed in the last five year.
 - 4.2. That there is no police case/vigilance enquiry pending against the Partners of the firm or sole proprietor or Company as the case may be, and that he has not been punished by any Court in the last five year.
 - 4.3. That there are no dues towards income tax as on the date of the affidavit.
- 5. Production of originals for verification: The bidder may be asked to produce the original documents for verification at any stage of tender process as and when sought



for, failing which the bids are liable for disqualification.

- The bidder/Company/Firm/Agency will have to provide details of Income Tax and GST return of their firm for last three financial years (2020-21, 2021-22, and 2022-23).
- 7. The bidder/Company/Firm/Agency has to submit Profit & Loss Account/ Income and Expenditure Account along with Balance Sheet and Independent Audit report for the preceding three financial years (2020-21, 2021-22, and 2022- 23) on demand.
- 8. The bidder /Company / Firm / Agency should have valid PAN and GST Number.
- 9. The bidder /Company / Firm / Agency should have its own Bank Account.

Note:

- 1. Non-compliance with any of the above conditions by the Bidder will lead to disqualification for being nonresponsive.
- 2. Bidders must submit documentary proof in support of meeting each of the above minimum qualification criteria. A simple undertaking by the bidder for any of the stated criteria will not suffice for the purpose.



<u>SECTION-V</u> <u>Requirement of Goods/ Services</u>

IIIT Guwahati is an autonomous academic institute under Ministry of Education, Govt. of India and is desirous of engaging the service provider for providing "Supply of Outdoor Electrical panels for LT Power Supply Distribution at Indian Institute of Information Technology Guwahati". The details of supply requirement are as follows:

1. Goods Requirement:

1.1. Providing Supply of Outdoor Electrical panels for LT Power Supply Distribution at Indian Institute of Information Technology Guwahati permanent campus at Bongora, Guwahati-15.

2. Description of Goods Required/ Technical Specifications:

2.1 Doquiromont	of following o	posifications f	or providing	the gooder
2.1. Requirement	of following s	pecifications i	or providing	s the goods.

SI.	Description of Item/s	Required			
No.		Quantity.			
01	Design, manufacture and supply of cubicle type, double door panel fabricated out of 2mm thick CRCA sheet steel, floor mounted totally enclosed switch board suitable for use of 415 volts, 3 phase, 50HZ AC supply system and to withstand a short circuit level of 50kA, having front and back side operation facilities. complete with aluminium bus-bar and all accessories including supply and fixing of following incoming and outgoing switchgears. and shall be dust and rain proof IP65 standard suitable for OUT DOOR installation on pedestal with the following facilities				
	a) 3 nos. incoming breaker ON / OFF / TRIP indication lamp with SP MCB				
	b) Fire and corrosion resistant coating applied in two coats with necessary primer The sheet steel shall undergo minimum 7 tank treatment followed by finishing powder coating of min 60 micron thickness.				
	c) Fire retardant DMC / SMC fittings for opening around bus-bars near the sectional barrier.				
	d) Facilities for direct termination with 400 sqmm 3&1/2C armoured aluminium U/G cable - 2 nos for incoming and 2 nos. for outgoing feeders in LILO system.(Separate Aluminium bus bars are required to provide for cable termination facility).				



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	e) Shall have high mechanical strength		
	f) Door interlocking facility.		
	g) Shall have fire barrier.		
	The panel shall be made as per relevant SI / IEC 61439 and relevant test certificate shall be furnished.		
	Extended rotary handles for MCCBs and other accessories, all in compartmentalised, cubical construction complete in all respects as per approved drawing and design including internal wiring, labels, ferrules, cable termination gland plates, earth terminals, painting etc. conforming to specification		
1	OUTDOOR FEEDER PILLAR No. 4 (To be written on Door of the panel)	-	1
	Incoming:		
	3P 800 A 50 KA Ics= 100% Icu fixed version ACB with microprocessor based, . electronic release having Current Adjustable Facility with built in S/C, O/C and E/F Protection, and spreader terminal - 1 Nos. (Make ; Legrend DMX SP 2500 or equivalent L&T or Semans as approved).		
	1000 A TPN AL. bus bar with coloured heat shrinkable PVC sleeve-1 Set		
	Outgoings:		
	320 A 3P MCCB, 36 KA (with thermal magnetic protection e for S/C,O/C,& E/F) - 2 Nos.		
	200 A 3P MCCB, 25 KA - 2 Nos. (with thermal magnetic protection for S/C,O/C,& E/F) – 2 Nos.		
	Instruments:		
	Digital Voltmeter (0-500 V)		
	Indication lamp RYB with MCB protection etc. as req.		
	3 nos. incoming breaker ON / OFF / TRIP indication lamp with SP MCB		
	Bus bar connection facility shall be provided to connect 400 sqmm 3&1/2C armoured aluminium U/G cable - 3 nos for incoming and 2 nos. for outgoing feeders in LILO system.		
11	OUTDOOR FEEDER PILLAR No. 5 (To be written on the door of the panel)		1
	Incoming:		
	3P 800 A 50 KA Ics= 100% Icu fixed version ACB with microprocessor based, . electronic release having Current Adjustable Facility with built in S/C, O/C and E/F Protection, and spreader terminal - 1 Nos. (Make ; Legrend DMX SP 2500 or equivalent L&T or Semans as approved).		



	1000 A TPN AL. bus bar with coloured heat shrinkable PVC sleeve-1 Set	
	Outgoings:	
	320 A 3P MCCB, 36 KA - 1 Nos. (with thermal magnetic protection for S/C,O/C,& E/F)	
	200 A 3P MCCB, 25KA - 2 Nos. (with thermal magnetic protection for S/C,O/C,& E/F) –	
	40 A 3P MCCB, 16 KA - 3 Nos. (with thermal magnetic protection for S/C,O/C,& E/F)	
	40 A 4P MCB, 16 KA - 1 Nos. –	
	40A DP MCB, 16 KA - 3 Nos	
	Instruments:	
	Digital Volt meter (0-500 V)	
	Indication lamp RYB with MCB protection etc. as req.	
	3 nos. incoming breaker ON / OFF / TRIP indication lamp with SP MCB	
	Bus bar connection facility shall be provided to connect 400 sqmm 3&1/2C armoured aluminium U/G cable - 2 nos for incoming and 2 nos. for outgoing feeders in LILO system.	
	OUTDOOR FEEDER PILLAR No.6 (To be written on the Door of the panel)	1
	Incoming:	
	3P 800 A 50 KA Ics= 100% Icu fixed version ACB with microprocessor based, . electronic release having Current Adjustable Facility with built in S/C, O/C and E/F Protection, and spreader terminal - 1 Nos. (Make ; Legrend DMX SP 2500 or equivalent L&T or Semans as approved).	
	1000 A TPN AL. bus bar with coloured heat shrinkable PVC sleeve-1 Set	
	Outgoings:	
	200A 3P MCCB, 36 KA - 1 Nos. (with thermal magnetic protection for S/C,O/C,& E/F) -Indoor stadium)	
	63 A 4P MCCB, 25 KA - 1 Nos. (with thermal magnetic protection for S/C,O/C,& E/F) - 1	
	40 A 3P MCCB, 25 KA - 7 Nos. (with thermal magnetic protection for S/C,O/C,& E/F) - 4 nos	
	40 A 4P MCB, 16 KA - 1 Nos. –	
	40A DP MCB, 16 KA - 3 Nos	1
	Instruments:	1
	Digital Volt meter (0-500 V)	1
	Indication lamp RYB with MCB protection etc. as req.	1
I		



	3 nos. incoming breaker ON / OFF / TRIP indication lamp with SP MCB	
	Bus bar connection facility shall be provided to connect 400 sqmm 3&1/2C armoured aluminium U/G cable - 2 nos for incoming and 2 nos. for outgoing feeders in LILO system.	
IV	OUTDOOR FEEDER PILLAR No. 7 (To be written on door of the panel)	1
	Incoming:	
	3P 800 A 50 KA Ics= 100% Icu fixed version ACB with microprocessor based, . electronic release having Current Adjustable Facility with built in S/C, O/C and E/F Protection, and spreader terminal - 1 Nos. (Make ; Legrend DMX SP 2500 or equivalent L&T or Semans as approved).	
	1000 A TPN AL. bus bar with coloured heat shrinkable PVC sleeve-1 Set	
	Outgoings:	
	320A 3P MCCB, 36 KA -1 Nos. (with thermal magnetic protection for S/C,O/C,& E/F) $-$	
	200 A 3P MCCB, 36 KA - 3 Nos. (with thermal magnetic protection for S/C,O/C,& E/F) 2	
	40 A 4P MCB, 16 KA - 1 Nos Spare	
	Instruments:	
	Digital Volt meter (0-500 V)	
	Indication lamp RYB with MCB protection etc. as req.	
	3 nos. incoming breaker ON / OFF / TRIP indication lamp with SP MCB	
	Bus bar connection facility shall be provided to connect 400 sqmm 3&1/2C armoured aluminium U/G cable - 2 nos for incomming and 2 nos. for outgoing feeders in LILO system.	

2.2. Requirements as indicated above may be reduced/increased as per the requirement of the Institute at any time. Company/Firm/Agency is required to deploy goods as per the actual requirement informed by the Institute and eligibility mentioned above, to ensure that the goods rendered by them are in accordance with the Tender Document.



SECTION-VI General Terms and Conditions

1. Mandatory Compliance:

- 1.1. General requirements and documentation:
 - 1.1.1. Organizational structure and line of authority for contacting.
 - 1.1.2. List of Items supplied including components thereof.
 - 1.1.3. Testing reports as applicable.
 - 1.1.4. Warranty/Guarantee for each item.
 - 1.1.5. Certification that the Items supplied meets the specifications mentioned in the NIT and as per prevailing industry standards/as per relevant IS codes.
- 1.2. Once brought, no items will be taken out of the institute without written permission of IIIT Guwahati.
- 1.3. The supplier must co-ordinate for the installation/commissioning of the Items in designated location of IIIT Guwahati campus (to be undertaken in due course through separate agency/departmentally). Nothing extra will be paid for this to the supplier.
- 1.4. All personnel/technicians and their bags and baggage deployed for the supply contract shall be liable for physical check both at the time of entry and leaving the campus.

2. Statutory Compliance:

- 2.1. **Compliance with Laws:** The supplier/contractor shall ensure full compliance with all statutory laws of the Government with regard to this supply contract and shall be solely responsible for the same. The contractor shall indemnify or deemed to have indemnified IIIT Guwahati fully for all claims and losses arising out of this supply contract against liability of tax, interest, penalty, any claim, statutory non-compliance, damage, compensation etc.
- 2.2. Compliance of policy regulation viz. Payment of minimum wages act, the workmen compensation act, industrial dispute act, Employee State Insurance act, Provident Fund act, Employment of Child Act, or legislation brought from time to time, which may govern the nature of the contract as may be applicable from time to time as to the workers engaged by him/her for performance of this contract.



3. Terms of Payment:

- 3.1. **Submission of Bills:** The agency shall be fully responsible for timely supply of the goods/items.
- 3.2. 50% advance payment may be considered for the supply items involved subject to submission of BG from a Nationalized Bank.
- 3.3. The contractor will be paid as per approved bid (award of contract/ work order) after completion of the supply order and verification/certification that the Items have been satisfactory delivered at IIIT Guwahati permanent campus, Bongora, Guwahati-15.
- 3.4. The contractor should submit his/her bill within a week of completion of the supply order.
- 3.5. The contractor needs to provide details of his Bank Account number, name and address of the Bank, Branch, Branch Code and IFSC code, to facilitate payment through NEFT/ RTGS.
- 3.6. **Income Tax:** Income Tax at source as per Income Tax Act shall be deducted from the contractor's bill at the prevailing rates of such sum as income.
- 3.7. **GST:** IIIT Guwahati will pay GST and deduct TDS on GST as per GST Rule or any amendment thereof from the contractor's bill at the prevailing rates.

4. Penalty:

Deduction on account of unsatisfactory/defective supply or delayed supply.

- 4.1. For defective Items of supply, supplier **must replace** the Items which are otherwise within warranty/guarantee period or the Engineer in-charge will cause it to be replaced/repaired and deduct entire cost of replacement/repair from the supplier.
- 4.2. For delayed supply (without any genuine reasons for delay), supplier will be penalized @ Rs.10000/- per days of delay.



5. Other Terms and Conditions:

- 5.1. **Termination without compensation:** In the event of violation of any terms and conditions of the supply order, it would be construed, as a breach of contract and institute will be entitled to terminate/withdraw the supply order without any compensation in lieu thereof and the security deposit/PBG deposited will be forfeited.
- 5.2. **Alterations/ Modifications:** IIIT Guwahati reserves the right to make alterations in the minor internal components of the panels as per actual requirements at site. The contractor/supplier shall accommodate such changes at the rate as agreed to in the Purchage Order.
- 5.3. **Performance of contractor:** In case the contractor fails to commence/ execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, IIIT Guwahati reserves the right to impose penalty/ revoke the contract as deemed fit.
- 5.4. Breakage: All damages/breakage to the equipment/inventory in the charge of the contractor/supplier, if caused due to negligence of the contractor's/supplier's employee, the cost or repair/ replacement of the equipment will be borne by the contractor/supplier. Whether the damage/ breakage has been caused due to negligence or normal wear and tear shall be heard and will be decided at sole discretion of institute.

6. Arbitration and jurisdiction

It is incumbent upon the bidder to avoid litigation and disputes during the tenure of the contract. However, if such disputes take place between the parties, efforts shall be made to settle at the level of IIIT Guwahati. The bidder shall make request in writing to the institute for settlement of any disputes within 30 days of arising of the cause of dispute failing which no disputes / claims shall be entertained by institute. The decision of the Director, IIIT Guwahati will be final and binding on the parties. However, all matters of jurisdiction shall be at the local courts.

7. Force Majeure

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period



during which such cause lasts. The term "force majeure" as employed herein shall mean, acts of god, war revolt, riots, fire, flood and act and regulations of the Government of India or any of its authorized agencies. Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 7(seven) days of the alleged beginning and ending therefore giving full particulars and satisfactory proof. Time for performance or relative obligation suspended by the Force Majeure shall be extended by the period for which cause lasts or condoned by the Institute without any penalty. If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Institute shall have the option to cancel the contract in whole or part thereof at its own discretion. For the period of force majeure, no amount shall be payable to the Contractor.



SECTION-VII Bid Evaluation

Evaluation of Bids:

Tender Evaluation Criteria: The committee of IIIT Guwahati will prepare a list of firms participated in the tender based on compliance of terms and conditions of the tender. The tenders, which do not conform to the conditions stated in the tender, shall be rejected. Price bids of only eligible bidders (technically responsive bidders) will be opened on a later date to be notified on CPP Portal.

Evaluation will be based on two stage evaluation of bids.

Stage 1: Technical Evaluation:

- Technical evaluation will be done on the basis of meeting Minimum Eligibility Criteria (Ref: Section IV of this bid document) and fulfillment of other terms & Conditions specified in this bid document only based on supporting documentary evidence submitted along with technical bids.
- Bidders meeting all technical parameters will be declared as Technically Qualified bidders and qualify for opening of financial/price bid opening.
- The decision of the tender committee/ competent authority will be final and binding in this regard.

Stage 2: Financial/Price bid Evaluation:

The Financial Bids of only those bidders who qualify in the technical bid shall be opened after evaluation by the Committee constituted for the purpose. No bidder will be allowed to withdraw its bids after opening of technical bids.

- In financial evaluation, Bidder/Company/Firm/Agency offering lowest price among opened financial bids will be awarded the contract .
- If the price quoted by a Bidder/Company/Firm/Agency is abnormally low or unjustified, the bid will not be considered.

A. Tie-Breaking Clause:

In case of a tie, the bidder with higher experience will be declared as the successful bidder.



ANNEXURE A

TENDER ACCEPTANCE LETTER

(To be submitted on Company Letter Head)

Date:_____

To,

The Director Indian Institute of Information Technology Guwahati, Bongora, Guwahati, Kamrup(R), PIN: 781015 Assam

<u>SUB:</u> Acceptance of Terms & Conditions of Tender.

Tender Reference No./ Date: Name of Tender / Work:

Dear Sir,

- I / We have downloaded / obtained the tender document(s) for the above mentioned `Tender/Work' from the web site(s) namely: <u>www.iiitg.ac.in</u>, <u>http://eprocure.gov.in/eprocure/app</u> as per your NIT / advertisement, given in the above-mentioned website(s).
- 2. I / We hereby certify that I / We have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedules(s), etc.), which form part of the contract agreement and I / We shall abide hereby by the terms / conditions/ clauses contained therein.
- **3.** The corrigendum(s) issued from time to time by your department / organization too has also been taken into consideration, while submitting this acceptance letter.
- **4.** I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
- **5.** I / We do hereby declare that our Firm has not been blacklisted / debarred by any Govt. Department/Public sector undertaking.
- **6.** I / We do hereby declare that our firm will submit the applicable Performance Bank



Guarantee within two weeks from the date of award of contract if Contract is awarded to our firm.

7. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the fully said earnest money deposit absolutely.

Yours Faithfully,

Authorized Signatory: (Signature of the Bidder, with Official Seal)



ANNEXURE B

AUTHORITY LETTER

AUTHORIZATION

We ______(name of the bidder) hereby authorise Shri / Smt. ______ (name of the authorised person) to sign and submit the bid to IIIT Guwahati against their Tender No. ______dated _____. Shri / Smt. _____ (name) is also authorised to negotiate the terms and conditions pertaining to the said tender on behalf of M/s ______(name of bidder). The specimen signature of Shri / Smt. ______(name) is appended below.

> Specimen Signature: Name:

The undersigned is authorised to delegate the authority on behalf of M/s _____ (name of bidder), as stipulated above.

For_____

(name of bidder)

Signature & Company Seal: Name: Designation: Email: Mobile No.:



ANNEXURE C

TECHNICAL DATA SHEET CUM CHECKLIST

Details of Organization/Service Provider

(To be submitted in the organizational letterhead)

S No	Description		Page No
1.	Name of the Firm		
2.	Year of Establishment		
3.	Complete Address with contact number and e- mail id.		
4.	Name & Designation of the contact person with mobile number and e- mail id.		
5.	The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted and registered, who possess the required certificate .		
6.	Minimum 5 (five) years of experience in supply & manufacturing of Electrical panels		
7.	Average of the annual turnover over the last 3 financial years should be at least of ₹10 Lakhs. Audited Balance Sheets of preceding three years with Income and Expenditure statement and Profit and Loss Account & Audit report of last three years		
8.	Solvency certificate of \mathbf{E} 5 Lakh from any nationalized/ scheduled bank.		
9.	At least 1 ongoing contract or contract completed successfully in the last 5 years in providing supply & manufacturing of Electrical panels to an academic/educational Institution viz. CFTI/ Central or state Government Universities/ Central or state Government funded Autonomous Bodies/PSUs.		
10.	Registered with the appropriate registration authorities such as, Income Tax and GST and any other registration/license, which are mandatory for such agencies stipulated by concerned authorities from time to time must be provided along with technical bid.		
11.	Certificate (Affidavit) duly signed by MD/ CEO of the company in the Court of a First-Class Magistrate/ notarized that they haven't been debarred or blacklisted for any services, supplies or products dealing in by any organizations and no criminal case/legal proceeding or industrial dispute is pending or contemplated against them.		
12	Registered with Income Tax, GST and all other relevant departments.		
13	A valid registration/license for supply & manufacturing of Electrical panels from self/ the third party along with its tie-up document/ agreement/ declaration with the party.		



S No	Description	Checklist (Yes/No)	Page No
14.	Proof for payment of Income Tax return for the three financial years 2020-21, 2021-22 and 2022-23		

Note: The document pages must be numbered and uploaded serially as listed above.

Declaration: I hereby certify that the information furnished in this document is complete and correct to the best of our knowledge. I understand that in case any deviation is found in the above statement at any stage, the company will be blacklisted and will not be allowed to have any dealing with IIIT Guwahati.

Date:

Signature of the tenderer with seal



ANNEXURE- D

TURNOVER DETAILS

(To be submitted on Company Letter Head)

	Evaluation Criteria			Remarks
	Financial Year	Turnover (₹)	Profit & Loss (₹)	Kemar K5
Bidder's Annual Turnover for	2020-21			Supporting
last three financial years	2021-22			Documents are to be
	2022-23			attached.

Authorized Signatory: (Signature of the Bidder, with Official Seal)



ANNEXURE-E

Solvency Certificate [Format for Solvency Certificate]

(On Bank's letter head)

То

The Director Indian Institute of Information Technology Guwahati

Solvency Certificate

This Certificate has been issued without any risk and responsibility on the part of the Bank or any of its officers. This certificate is issued at the specific request of the customer.

Yours faithfully,

For Bank

Bank Officer with designation



ANNEXURE-F

PROFORMA FOR THE FINANCIAL BID (PER MONTH)

Note: This BoQ proforma is for illustrative purpose only. This document should not be filled and attached with Technical Bid. If attached along with technical bid, bid will be rejected.

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Declaration by the Bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms & conditions contained herein and undertake myself/ourselves to abide by them.

Place:..... Date:....

(Signature of Bidder with seal) Name: <u>.....</u> <u>Seal:</u> <u>Address:</u>



ANNEXURE G

Bank Guarantee Format for Furnishing Bid Security (EMD) (To be submitted on Bank Letter Head)

Whereas			(h	ereinafter	called	the	"tendere	r")	has
submitted		their	offer	(dated				for
				(h	ereinafte	er call	ed the "T	'end	ler")
against the C	lient's t	ender enquiry No.		•••••			KNOW A	LL]	MEN
by these pre	sents th	at WE		of			hav	ving	g our
registered	office	at				are	bound	I I	unto
		(hereinafter	called	l the	"Client")	in	the s	um	of
					for what	ich pa	ayment v	vill	and
truly to be made to the said Client, the Bank binds itself, its successors and assigns by									
these preser	nts. Seal	ed with the Com	non Sea	l of the s	aid Bank	this.	(day	of
20.									

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Client during the period of its validity: -
- a. If the tenderer fails to furnish the performance security for the due performance of the Contract.
- b. Fails or refuses to accept/execute the contract.

We undertake to pay the Client up to the above amount upon receipt of its first written demand, without the Client (IIIT Guwahati) having to substantiate its demand, provided that in its demand the Client will note that the amount claimed by it is due to it owing the occurrence of one or both the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the bank not later than the above date.

Signature of the authorized officer of the bank Name of the officer_____ Designation of the officer_____ Seal, name and address of the Bank and address of the Branch.



ANNEXURE-H

PROFORMA OF BANK GUARANTEE (on non-judicial paper of appropriate value)

To,

The Director Indian Institute of Information Technology Guwahati, Bongora, Guwahati, Kamrup(R), PIN 781015 Assam

BANKS GUARANTEE NO: DATE:

Dear Sir(S)

Address of Bidder) for *Supply of Outdoor Electrical panels for LT Power Supply Distribution at Indian Institute of Information Technology Guwahati.* The conditions of LoI provide that the Bidder shall render the services as given in the tender document and the agreement between both the parties.

M/s (Name of bidder) has accepted the said purchase order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the LoI No._____ M/s. _____ (name of contractor) holds an account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

IIIT Guwahati shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the contractors obligations and / or liabilities under or in connection with the said contract or to vary the terms vis-a – vis the contractor or the said contract or to grant time and or indulgence to the contractor or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the contractor under the said contract and/or the remedies of IIIT Guwahati under any security now, or hereafter held by IIIT Guwahati and no such dealing(s) with the contractor or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of IIIT Guwahati hereunder or of prejudicing right of IIIT Guwahati against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of IIIT Guwahati and liabilities of the contractor arising up to and until____(date).

This undertaking guarantee shall be in addition to any other undertaking or guarantee or security whatsoever that IIIT Guwahati may now or at any time have in relation to its claims or the contractor's obligations/ liabilities under and / or in connection with the said contract and IIIT Guwahati shall have the full authority to take recourse to or enforce this undertaking guarantee in preference to the other undertaking or security(ies) at its sole discretion and no failure on the part of IIIT Guwahati in enforcing or requiring enforcement of any other undertaking or security shall have the effect of releasing the bank from its full liability hereunder.

___(Name of Bank) hereby agree and irrevocably undertake and promise We that if in the opinion of IIIT Guwahati, any default is made by M/s _____(Name of bidder) in performing any of the terms and /or conditions of the agreement or if they commit any breach of the contract or there is any demand by you (IIIT Guwahati) against M/s _____ (Name of bidder), then on notice to us by you, we shall on demand and without demur and without reference to M/s _____(Name of bidder), pay you, in any manner in amount which you may direct, the of ₹____/-(Rupees Only) or such portion thereof as may be demanded by you not exceeding the said sum and as you may from time to time require. Our liability to pay is not dependent or conditional on your proceeding against M/s _(Name of bidder) and we shall be liable & obligated to pay the aforesaid amount as and when demanded by you merely on an intimation being given by you and even before any legal proceedings, if any, are taken against M/s _____(Name of bidder).

The Bank hereby waives all rights at any time inconsistent with the terms of this undertaking guarantee and the obligations of the bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the contractor (whether or not pending before any arbitrator, Tribunal or Court) or any denial of liability by the contractor or any order or any order or communication whatsoever by the contractor stopping or preventing or purporting to stop or prevent payment by the Bank to IIIT Guwahati hereunder.

The amount stated in any notice of demand addressed by IIIT Guwahati to the Bank as claimed by IIIT Guwahati from the contractor or as suffered or incurred by IIIT Guwahati on the account of any losses or damages or costs, charges and/or expenses shall as between the Bank and IIIT Guwahati be conclusive of the amount so claimed or liable to be paid to IIIT Guwahati or suffered or incurred by IIIT Guwahati, as the case may be and payable by the Bank to IIIT Guwahati in terms hereof.

You (IIIT Guwahati) shall have full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said M/s _____(Name of bidder) and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s ______(name of bidder) which under law relating to the sureties would but for the provisions have the effect of releasing us.

Your right to recover the said sum of ₹_____/- (Rupees ______only) from us in manner aforesaid will not be affected/ or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s ______(Name of bidder) and/ or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said M/s ______(Name of bidder) but shall in all respects and for all purposes be binding and operative until payment of all dues to IIIT Guwahati in respect of such liability or liabilities.

Our liability under this guarantee is restricted to ₹ ______/-(Rupees______Only). Our guarantee shall remain in force until unless a suitable action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated.

Notwithstanding anything contained herein:

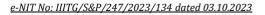
a) Our liability under this guarantee shall not exceed ₹ _____ (in words)_____.



- b) This bank guarantee shall be valid up to _____& unless a suit for action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after six months from the date of expiry of this Bank guarantee.
- c) We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand or before

Signature of the authorized officer of the bank Name of the officer_____ Designation of the officer_____

Seal, name, email and address of the Bank and address of the Branch.





ANNEXURE-I

AFFIDAVIT REGARDING BLACKLISTING/ NON-BLACKLISTING FROM TAKING PART IN GOVT./PSU/CAB TENDER (To be executed on ₹100/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

0r Ι / We Proprietor/ Partner(s)/ Director(s) of M/S.___ _____hereby declare that the firm/company namely M/S.______ was blacklisted or debarred/ Police Case or Vigilance enquiry pending or ever been punished by any Hon'ble Court/ due towards income tax as on the date of the affidavit by IIIT GUWAHATI, or any other Government Department/PSU/Central Autonomous Body from taking part Government in tenders for period of а years w.e.f.___

The period is over on______and now the firm/company is entitled to take part in Government tenders. In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by IIIT Guwahati and EMD/SD/PBG shall be forfeited. In addition to the above IIIT Guwahati will not be responsible to pay the bills for any completed/ partially completed work.

Signature :	
Name :	
Capacity in which assigned :	
Name & address of the firm :	

Date:

Signature of Bidder with Seal



ANNEXURE-J

FORMAT OF AGREEMENT (To be made on ₹ 100.00 Non Judicial Stamp Paper)

This agreement is made at IIIT Guwahati on the _____ day of ___ between the Associate Dean (Admin) on behalf of Director, IIIT Guwahati, having its office at IIIT Guwahati, Bongora, Kamrup(R), PIN– 781015 (hereinafter called 'Client' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the First Part.

And M/s ______ having its registered office at ______ (hereinafter called the 'Agency' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the Second Part.

WHEREAS the 'Client' is desirous to engage the 'Agency' for Supply of Outdoor Electrical panels for LT Power Supply Distribution at Indian Institute of Information Technology Guwahati on the terms and conditions stated below:

- 1. The Agency shall be solely responsible for compliance to provisions of various laws applicable and all statutory obligations. The 'Client' shall have no liability in this regard.
- 2. The Agency shall be solely responsible for any accident/ medical/ health related liability/ compensation for the personnel deployed by it at IIIT Guwahati site. The 'Client' shall have no liability in this regard.
- 3. Any violation of instruction/ agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
- 4. The contract can be terminated by giving three-month notice by either party.
- In case of non-compliance with the contract, the 'Client' reserves its right to: a) Cancel / revoke the contract; and / or b) Impose penalty as prescribed in the penalty clause of tender.
- 6. Security Deposit equal to ____% of the Annual Contract Value (refundable without interest after two months of termination of contract) in the form of Pay Order /



Demand Draft or Bank Guarantee shall be furnished by the 'Agency' at the time of signing of the Agreement.

- 7. The agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in IIIT Guwahati site by first week of every month. Afterwards the agency shall submit its bill along with proof of payment, deposit challan of EPF, ESI and Wage/ Payment Sheet, attendance sheet of the previous month duly signed by him/them etc. to the institute for verification every month. IIIT Guwahati will release the payment by 15 working days after submission of bills, if complete documentary evidence in respect of the above are submitted.
- 8. There would be no increase in rates/ service charge payable to the 'Agency' during the contract period except reimbursement of the statutory wages revised by the Central Govt.
- 9. The 'Agency' also agrees to comply with annexed Terms and Conditions and amendments there to from time to time.
- 10. Decision of 'Client' in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the 'Agency'.
- 11. The 'Agency' shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The 'Agency' shall keep 'Client' fully indemnified against liability of tax, interest, penalty etc. of the 'Agency' in respect thereof, which may arise.
- 12. In case of any dispute between the 'Agency' and 'Client', 'Client' shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at PIN. The 'Agency' also agrees to comply with annexed Terms and Conditions and amendments there to from time to time.

This Agreement will take effect from_____. The period of contract will be valid for one year and it may be further extended on mutual agreement subject to the satisfactory performance by the service provider.



IN WITNESS WHEREOF both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in PIN in the presence of the witness:

For and on behalf of the 'Agency'	For and on behalf of the 'IIIT						
Guwahati' Signature of the authorized Officia	Signature of the authorized Official						
Name of the Official	Name of the Official						
Stamp / Seal of the 'Agency'	Stamp / Seal of the 'IIIT Guwahati'						
SIGNED, SEALED AND DELIVERED							
By the said	By the said						
(Name)	(Name)						
On behalf of the 'Agency' in presence of Witness	On behalf of the 'IIIT Guwahati" in presence of Witness						
Name :	Name :						