

NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA, SURATHKAL

POST-SRINIVASNAGAR, MANGALURU - 575 025

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NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA, SURATHKAL

POST-SRINIVASNAGAR, MANGALURU – 575 025 (D K) DEPARTMENT OF MECHANICAL ENGINEERING

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TENDER DOCUMENT

Tender Notification No: NITK/DPD/OH35-	MECH/2024-25/A9-4	Date: 04/03/2025		
Name of Goods	High End Desktop			
The estimated amount put to Tender	₹ 47,25,000.00 (Including GST) (Refer Section 1B,37)			
EMD Amount (2% of estimated amount)	Rs. 94,500.00			
Time for Supply of item	One month			
Date, Time& Venue of Pre-Bid Conference	(Refer Section 1 B, Clause No. 35) - N/A			
Bid Document Download Start Date	05/03/2025			
Clarification Start Date	05/03/2025			
Clarification End Date	13/03/2025			
Online Bid Submission Start Date	05/03/2025			
Online Bid Submission End Date	13/03/2025			
Address for Submission of Tender	https://eprocure.gov.in/			
Date of opening technical bid	14/03/2025			
Contact Details of Buyer	Dr. Arun Kumar Shettigar, 9731652895			
Purchase officer Name and Contact (Related to purchase inquiry)	Superintendent (purchase) Phone: +91-824-2473014,3114 Email: <u>supdt-purchase@</u>	nitk.edu.in		

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NITK/DPD/OH35-MECH/2024-25/A9-4

Date: 04/03/2025

NOTICE INVITING e-TENDER (e-NIT)

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

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

Name of Goods	High End Desktop
Estimated Cost	₹ 47,25,000.00(Including GST) (Refer Section 1B,37)
EMD Amount (2% of estimated amount)	Rs. 94,500.00
Time for completion of Supply after Placing Purchase Order	One month
Date, Time & Venue of Pre-Bid Conference	(Refer Section 1 B, Clause No. 35)
Bid Document Download Start Date	05/03/2025
Clarification Start Date	05/03/2025
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Address for Submission of Tender	https://eprocure.gov.in/
Date of opening technical bid	14/03/2025
Contact Details of Buyer	Dr. Arun Kumar Shettigar, 9731652895

Sd/-HOD Seal & Signature

SECTION 1 A: Instructions for Online Bid Submission

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

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

REGISTRATION

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "**Online bidder Enrollment**" on the CPP Portal which is free of charge.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email addresses and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g.Sify / nCode / eMudhra, etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1) There is various search options built-in in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords, etc. to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.

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

PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to the rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with the black and white option which helps in reducing the size of the scanned document.

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

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

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3. Bidder has to select the payment option as "online" to pay the tender fee / EMDas applicable and enter details of the instrument.

4. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white-colored (unprotected) cells with their respective financial quotes and other details (such as the name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.

6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system-generated symmetric key. Further, this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

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

10. The off-line tender shall not be accepted and no request in this regard shall be entertained whatsoever.

11. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

12. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.

13. No deviation from the technical and commercial terms & conditions are allowed.

14. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

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

SECTION 1B: INSTRUCTION TO BIDDER (ITB)

- 1. The bid should be submitted in two coversSystem-Technical Bid and Financial Bid through https://eprocure.gov.in/
- <u>Technical Bid</u>: Documents related to the Technical Bid should be submitted in PDF format through the E-Tendering portal <u>https://eprocure.gov.in/</u>.
- 3. The Technical Bid should contain the following documents:
 - a) Compliance statement of specifications as per Annexure 'A'.
 - **b)** License certificate for manufacture /supply of the item &Factory license
 - c) Agreements/Purchase Orders/Completion certificates if any, for similar items fromother Universities, Institutes, and Government Department/Undertakings/Public sectors the details of such supplies for the preceding three years should be given together with the prices eventually or finally paid with contact details of persons as per Annexure – 'B'.
 - d) List of Owner/partners of the firm and their contact numbers (Bidder Information)
 - e) Declaration of abandoned or suspended any awarded service & Blacklist Certificate. Annexure 'C'
 - f) Integrity Pact (for procurements above Rs1.0 Crore (Rs10.0Million). Annexure 'D'
 - g) Copy of GST certificate & PAN No.
 - h) Catalog of the Product with detailed product specifications.
 - i) Undertaking that the successful BIDDER agrees to give a Performance Security amounting to 3% of the purchase order value in favor of "The Director, NITK Surathkal".
 - **j)** A copy of the Balance sheet, Profit & Loss A/c., Trade or Manufacturing A/c for the last 3 years should be enclosed and the turnover must be 30% of the estimated cost.
 - k) Duly filled in the checklist should be submitted along with the Technical Bid.
 - I) The contract form given in Section 5 needs to be submitted.
 - m) EMD must be in the form of Bank Guarantee Annexure-J (Fixed Deposit Receipt/Insurance surety bonds/DD/e-Payment mode (through Credit/Debit cards/Net Banking). It will be valid for 180 days from the date of opening of the tender. In case of EMD payment made through E-Payment, UTR Number with details should be uploaded. The firm registered with MSME/NSIC as per MSME procurement policy order 2012 will be exempted from submission of EMD. Intended parties will have to give proof of registration along with their tender. EMD of the unsuccessful bidders shall be refunded without any interest at the earliest after finalization of the purchase of the concerned item.

i) The EMD will be returned to the BIDDERs(s) whose offer is not accepted by NITK within one month from the date of the placing of the purchase order(s) on the selected BIDDER(s). In the case of the BIDDER(s) whose offer is accepted the EMD will be returned on submission of Performance Security in the form of Bank Guarantee (BG). However, if the return of EMD is delayed for any reason, no interest/penalty shall be payable to the Bidders.

ii) The successful BIDDER, on the award of contract/order, must send the contract/order acceptance in writing, within 15 days of award of contract/order failing which the EMD will be forfeited.

iii) The EMD shall be forfeited in case a successful BIDDER fails to furnish the Performance Security.

iv) Bidder should prepare the EMD as per the instructions specified in the tender document. The original EMD should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission as specified in the tender documents. The details of the BG/DD/FD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.

- n) The bidder needs to comply with restrictions under rule No 144 (xi) of GFR (General Financial Rules) 2017and the clause pertaining to Public Procurement Division Order (Public Procurement no 1,2 & amp; 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 and 24.07.2020 of Dept of Expenditure (DOE), Ministry of Finance). In this Connection Bidder has to submit Self Certification (as per Annexure G or H), depending on the status of the bidder.
- o) The bidder needs to submit a Self-certification in line with Make in India, Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, P 45021/2/2017-PP (BE-II) dated 28.05.2018, P-45021/2/2017-PP (BE-II) dated 29.05.2019 and P45021/2/2017- PP (BE II) dated 16.09.2020 of DPIIT, Ministry of Commerce & Industry. The Bidder who will not meet this criterion will be rejected in the technical bid. The Self-certification should be provided as per Annexure I.
- 4. <u>Financial bid:</u> The bidders should submit their financial bid as per the formatgiven 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 <u>https://eprocure.gov.in/</u>.After evaluation of technical bid, the technically successful biddershall be intimated to witness the opening of their financial bid along with the date, time andvenue through e-mail.The financial bid of only those bidders will be opened who are declared "Technically Successful or Technically Responsive".

5. 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 site to assess the capabilities to manufacture 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.

6. Quoting of Price(s):

- a. The Indian bidder should quote firm prices in the Indian rupee only unless otherwise specified elsewhere in this tender. Prices quoted in any other currency shall not be considered.
- 7. The Bid will be accepted only from the manufacturers (OEM) or its authorized supplier.
- 8. The Institute reserves the right to visit the factory before or after the issue of supply order to satisfy itself regarding the quality of production. 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.
- 9. The item to be used is strictly according to the specification and subject to test by the Institute/concerned authorities. It must be delivered and installed in good working condition.
- **10.** The incomplete or conditional tender will be rejected.
- 11. The Institute reserves the right to cancel at any time after acceptance of the tender with a notice. The Supplier shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which might have derived from the execution of the supply.
- 12. <u>Performance Security</u>: The successful bidder shall deposit performance security of 3% of the quoted price in the form of Bank Guarantee (<u>ANNEXURE -F</u>)/Demand Draft/Fixed Deposit Receipt of any scheduled bank drawn in favour of The Director, NITK Surathkal, Mangaluru payable at Mangaluru. In case the bidder fails to deposit the said Performance Security within the stipulated period, including the extended period if any, the Earnest Money Deposited by the bidder shall be forfeited automatically without any notice. Please note the following points:
 - a) Successful bidder should submit performance Security asprescribed abovetothepurchase Section,NITK Surathkal, on or before 30 days from the date of issue of order 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 plus two months.
- 13. <u>The validity of bids</u>: The rate quoted should be valid for a minimum of 180 days. No claim for escalation of the rate will be considered after opening the Tender. The bid validity date will start from the last date of bid submission (Including date corrigendum)

- 14. <u>Warranty/Guarantee & On-site skill support</u>: On-site comprehensive warranty will be effective from the date of successful installation and commissioning. The OEMs/Authorized Distributors and Dealers must attach a certificate of sales and service facilities, escalation support for on-call service or station engineer, etc.
- 15. <u>Clarification of Tender Document</u>: Through pre-bid Conference (Under Section 1, clause No. 35).
- 16. <u>Amendment of Tender document</u>: At any time before the last date for receipt of bids, Institute may for any reason, whether at its initiative or in response to a clarification requested by a prospective bidder, modify the Tender document by an amendment. Further, Institute may at its discretion extend the last date for the receipt of bids.
- **17.** The bids shall be written in the English language and any information printed in another language shall be accompanied by an English translation, in which case for the purpose of the interpretation of the bid, the English translation shall govern.
- **18.** The Institute reserves the right of accepting any bid other than the lowest or even rejecting all the bids. The decision of the Purchase Committee is final in all matters of tender and purchase.
- **19.** <u>Cancellation of Tender</u>: 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.
- 20. <u>Delivery Period</u>: The Delivery Period/Time shall be deemed to be the essence of the Contract and delivery must be completed not later than such date(s). If the Supplier does not perform its obligations within the Delivery Period/Date mentioned in the Contract, the same would constitute the breach of the Contract and the Institute shall have the right to cancel or withdraw the Contract for the unsupplied portion after the expiry of the original or extended delivery date or period stipulated in the Contract. Such cancellation of the contract on account of non -performance by the Supplier would entitle the Buyer to forfeit the EMD/Performance Security besides other actions such as debarment from the Institute as per GFR 2017.
- 21. Liquidated Damages: Timely delivery is the essence of the contract and hence if the Supplier fails to deliver Goods 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.

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22. Terms of Payment:

- Payment within 30 days from the date of delivery,installation and acceptance certificate of concerned Department/Section/Purchase Section.
- b. Payment shall be made by Cheque or such other mode/electronic fund transfer offered by the Bank. NITK, Surathkal will not pay advance payment to the party. Any request for Advance payment will be rejected summarily. In case if it is necessary, the advance payment will be paid strictly against Bank Guarantee only.
- c. Payment will be made by Standard Payment terms and conditions of NITK, Surathkal as per tender document only. Any request for a change in payment terms and conditions will not be accepted.
- d. If the above conditions are not acceptable then tender will be rejected.
- 23. 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, 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 he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the installation to be done and local conditions and other factors having a bearing on the execution of the bid.
- 24. 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.
- 25. 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.
- 26. <u>One bid per bidder</u>: Each bidder shall submit only one bid either by himself or by representing a firm.
- 27. <u>Cost of bid</u>: 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.
- 28. The bidder shall not make or cause any alteration, erasure, or obliteration to the text of the tender document.
- **29.** 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.
- **30.** 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.

- <u>Determination of successful bidder</u>: The technically qualified bidder whose offer is evaluated as the lowest total bid shall be the successful bidder subject to its meeting the statutory requirements.
- **32.** <u>Price variation</u>: The rate quoted by the bidder shall be firm throughout the contract period. No price variation clause applies to this contract.

33. CANVASSING:

- a) Canvassing in connection with tenders is strictly prohibited and the Tenders submitted by the Tenderers who resort to canvassing shall be liable to rejection.
- b) Subject to the provisions concerning clarification of Bids, no Bidder shall contact the purchase committee on any matter relating to its bid from the time of the bid opening up to the time that the contract is awarded.
- c) Any effort by the Bidder or Bidder's representative however described to influence the purchase committee in any way concerning scrutiny, consideration, evaluation of the Bid(s) or decision concerning award of contract shall entail rejection of Bid and action against the bidder as deemed fit.
- d) The purchase committee will deal with the Bidder on a Principal basis, without involvement in any manner in India or abroad of any agent or consultant or associate or another person howsoever described.
- 34. Legal Matter: All Domestic and International disputes are subject to Mangaluru Jurisdiction only.

35. Pre-Bid Conference:

- a) All prospective bidders are requested to kindly submit their queries through E-mail to & cc to______ so as to reach the buyer, on or before 4.00p.m. on dd/mm/yyyy
- b) A Pre-bid Conference shall be held as indicated in Invitation to Bid. All prospective bidders are requested to kindly attend the Pre-bid Conference. In order to facilitate NITK for the proper conduct of the Pre-bid Conference, all prospective bidders are requested to kindly submit their queries through E-mail tothe indicated mail address (with Tender No. and Date) so as to reach the Buyer as indicated in Invitation to Bid.
- c) NITK shall answer the queries during the pre-bid conference, which would become a part of the proceedings of the Pre-bid Conference. These proceedings will, in turn, become a part of clarifications/amendments to the bidding documents and would become binding on all the prospective bidders. These proceedings would also be hosted on the NITK website www.nitk.ac.in for the benefit of all prospective bidders. Before formulating and submitting their bids, all prospective bidders are advised to surf through the NITK website after the Pre-bid Conference, in order to enable them to take cognizance of the changes made in the bidding document.
- d) Any Statement made at the pre-bid conference shall not modify the terms of the bidding documents unless such statement is made part of clarification in the proceeding of the Pre-Bid Conference

- e) Only queries formally submitted in advance, will be answered in the pre-bid conference and will become part of the Corrigendum/Amendment.
- 36. Relaxation for startups, MSEs, Make in India will be as per GOI norms.
- 37. Estimated price put up in tender is inclusive of all.
- 38. Abnormally quoted low bid will be liable for rejection as per the OM No.F.12/17/2019-PPD of Department of Expenditure, Ministry of Finance dated 6th February 2020.

eREVERSE(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, Tendering process will be followed as per the instructions given in NIT/Tender Documents. Subsequently, Reverse (or Forward) Auction as the case may be, will be conducted amongst technocommercially qualified / approved bidders after Opening of Financial/Price Bids' online. The Reverse (or Forward) Auction will be normally initiated after Opening of Price Bids. There will be no participation fees for 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 opening of the price (financial) bids and System displays L1 (or H1) price based on either over all basis or item wise/lot basis automatically. Using this system provided price, which would be auction start price (can be changed, if required), procuring entity will create 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 submission of bids by the bidders during Reverse/Forward auction online.
 - 6.1 Bidders shall login using their login ID & Password and then using DSC.
 - 6.2 Click on My Auctions button given in left side of page, to view Action details for which Techno-Commercially qualified.
 - 6.3 For participating in Live Auction,
 - Click on Live Auction Button.
 - Click on View button to participate in interested Auction.
 - There is List of qualified Lots in which Bidder can participate against selected Auction. Click on Hammer Icon to participate in the respective lot.

- On clicking Hammer Icon, system will show Start price, Decremental (or incremental) price and Current price against lot. Current Price is 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 Sign Icon and Click on submit button.
- System will show your Latest Value / Price Quoted and system will also show Least Amount/ Rate which 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 opening of price bids. The schedule of 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 Reverse (Forward) process. However, in case of in Reverse Auction process, the H1 bidder whose quote is highest during tender will not be allowed to participate as per H1 elimination policy. Similarly, in case of in 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 Reverse (Forward) Auction event carefully, before 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 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 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 case of Reverse Auction is downward and for Forward Auction is upward.
 - 7.8 In 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 ex: 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 case of Forward Auction, in order to displace Page 13 of 41

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 ex: Current price: - Rs. 49,000 Incremental values: - Rs. 1000 System Defined Maximum Seal %: - 50, in this case a bidder can quoteminimum 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 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 Reverse (Forward) auction. At no point of 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 Auction and further processing will be done by Tender Inviting Authority.
- 7.13 In case of no participation by techno-commercially qualified bidders in Reverse (Forward) Auction, the Tender price bids received during tender will be processed.
- 7.14 In case of auction on 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 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 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 bidder will be considered as valid price at any point of time during Auction.
- 7.20 If a bidder does not submit 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 Reverse/Forward Auction or the price quoted in the price bid, whichever is lower.

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- 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, Tender Inviting Authority in consultation with 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 Auction will be maintained prior to failure and process would 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 email and SMS after opening the price bid.
- 10. Auction extension time: If a bidder places a bid in the last {5} minutes of 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 closing of 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 with internet connectivity, network problems, system crash down, power failure, etc. The above process will continue till 10 times extension is given during Reverse Auction. All bidders, regardless of their previous position, can submit their bid during the extension period also.
- 11. Bidding currency and unit of measurement: Bidding will be conducted in Indian Rupees as indicated in the tender.
- Validity of bids: Price shall be valid for a period of defined number of months from the date of 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 bidder shall be bound to execute as mentioned above at bidder's final bid price. Should 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 decision on award of 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 discretion of Tender Inviting Authority, 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 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 organisation 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 organisation 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 banning procedure of the organisation.
- 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 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 to 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).
- 27. The buyer reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

****Disclaimer**** Bidders are advised to exercise caution and not respond to any unknown calls, emails, or embedded links requesting payment for participating in the tender or for any other purpose. Please note that NITKSurathkal never asks for any tender fee for participation in tenders or bids.

SECTION 2: CONDITIONS OF CONTRACT.

- 1. The supplier should quote the rate for Door Delivery (FOR).
- 2. The Rate should be quoted in INR only.
- 3. The item should be landed at NITK Surathkal and this responsibility is with the bidder.
- 4. No custom duty exemption certificate will be provided from the institute.
- 5. The rate quoted should be on a per-unit basis. Taxes and other charges should be quoted separately, considering exemptions, if any.
- 6. The rate quoted should be inclusive of Testing, Commissioning and Installation of Equipment and Training.
- 7. **Payment:** No advance payment will be made. Payment will be made only after the supply and installation of the item in good and satisfactory condition and receipt of performance security by the supplier.
- 8. Guarantee and Warranty period should be specified for the complete period conforming to Section 3 of this tender document.
- 9. The period required for the supply and installation of Equipment should be specified conforming to Section 3 of this tender document.
- 10. In case of dispute, the matter will be subject to Mangaluru Jurisdiction only.

SECTION 3: SCHEDULE OF REQUIREMENTS, SPECIFICATIONS AND ALLIED DETAILS [To be filled up by the Department / Center of NITK, Surathkal]

Item(s) Name to be Procured	: High End Desktop
Type (Equipment/Software/Furniture/Others)	: Equipment
Brief Specifications of the Item(s) (Attach Additional Sheet if necessary)	: As Per Annexure 'L'
Quantity	:35
Any other details/requirement	: Nil
Warranty Period (in months) Delivery Schedule expected after the release of a Purchase order (in Weeks)	: 5 years :4 weeks
Performance Security to be given by Successful Bidder after release of Purchase Order	: 3% of Purchase Order

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<u>SECTION 4 - PRICE BID</u> [To be used by the bidder for submission of the bid]

Tender Inviting Authority:

Name of Work/Goods/Services:

Contract No:

Name of the Bidder/ Bidding Firm / Company :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Number	TEXT #	NUMBER #	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER #	TEXT #
Sr. No.	Item Description	Quantity	BASIC RATE in Figures To be entered by the Bidder in Rs. P	COST	GST rate in %	GST Amount	TOTAL AMOUNT with Taxes Rs. P	TOTAL AMOUNT In Words
1								
2								
Total in Fig	Total in Figures							
Quoted Ra	Quoted Rate in Words							

SECTION 5: CONTRACT FORM

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

- 1. <u>(Name of the Supplier's Firm)</u> hereby abide to deliver by the delivery schedule mentioned in section 3 tender document for supply of the items if the purchase order is awarded.
- 2. The item will be supplied conforming to the specifications stated in the tender document without any defects and deviations.
- 3. Warranty will be given for the period mentioned in the tender document and service will be rendered to the satisfaction of NITK, Surathkal during this period.

:

Signature of the Bidder :

Name and Designation: ______

Business Address

Place: Date: Seal of the Bidder's Firm

Compliance Statement of Specifications

Annexure-'A'

SI.No.	Nameofspecification/Part/Accessories of tender inquiry	Specifications of the quoted Model / Item	Compliance Whether YES or NO	Deviations if any to be indicated in unambiguous terms

(Add more rows if required)

Signature and Seal of the Bidder

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<u>ANNEXURE – 'B'</u>

Previous Supply Orders Executed

Name of the firm: _____

Order placed by [Full address of the purchaser]	Order No. and Date	Order Value	Specified Delivery Date	Actual Delivery Date	Remarks indicating reasons for late delivery, if any and justification for the price difference of their supply order and those quoted to us	equipment been installed	Contact person along with telephone, mobile number, fax, andE-mail address (other Universities, Institutes, and GovernmentDepartment/Undertakings/Public sectors)

(Add more rows if required)

Bidder

ANNEXURE - 'C'

FORMAT OF DECLARATION (To be submitted on Letterhead)

I/We Mr./Ms._____, S/o/ of Mr. _____ aged about _____ years, resident of _____, working as ------(designation) for ------ (name and address of the bidding agency).

I solemnly affirm and the state as under:

- 1. That I am working as ------ /proprietor of the ----- (name of the firm) and authorized to sign this declaration.
- 2. That the firm M/s---- (complete address of the firm) has not abandoned or suspended any contract work of any organization/ department so far/ during the previous five financial years.
- 3. That the firm M/s---- (complete address of the firm) has not been blacklisted/ debarred for competing in tenders by any organization/ department so far/ during the previous five financial years.
- 4. I solemnly confirm that the facts stated above are true and nothing has been concealed.

Seal and Signature of Bidder

Annexure-'D'

INTEGRITY PACT AGREEMENT

(To be signed by the bidder/same signatory authorized to sign the relevant contact)

BETWEEN

National Institute of Technology Karnataka, Surathkal, an Institute of National Importance (under NIT Act -2007) represented through The Registrar, NITK, Surathkal (hereinafter referred as the '**Buyer**, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

(Name and Address of the Individual/Firm/Company)

Preamble

WHEREAS **NITK Surathkal has** floated the Tender (Hereinafter referred to as "Tender/Bid") and intends to award, underlaid down organizational procedure, contract for "Equipment"

[Hereinafter referred to as the "Contract").

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this witness as under:

Seal and Signature of the bidder

Registrar, for NITK Surathkal

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Article 1: Commitment of NITK Surathkal

- i. **NITK Surathkal** commits to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of NITK Surathkal, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) NITK Surathkal will, during the Tender process, treat all Bidder(s) with equity and reason. NITK Surathkal will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) NITK Surathkal shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- ii. If NITK Surathkal obtains information on the conduct of any of its employees which is a criminal offense under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, NITK Surathkal will inform the Chief Vigilance Officer and in addition, can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/ Contractor(s)

- It is required that each Bidder/Contractor (including their respective officers, employees and agents) adheres to the highest ethical standers, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and through the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commit himself to take measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contact execution:
 - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contractor to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contractor.

Seal and Signature of the bidder

Registrar, for NITKSurathkal

- b. The Bidder(s)/Contractor(s) will not enter with other Bidder(s)intoan undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- c. The Bidder(s)/Contractor(s) will not commit any offense under the relevant IPC/PC Act. Further, the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as
- d. part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- e. The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives if any. Either the Indian agent on behalf of the foreign principals or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- f. The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers, or any other intermediaries in connection with the award of the Contract.
- iii. The Bidder(s)/Contractor(s) will not instigate third persons to commit offenses outlined above or be an accessory to such offenses.
- iv. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce a public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to a justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- v. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive practices (means the act of obtaining something, compelling action or influencing a decision through intimidation, there or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Seal and Signature of the bidder

Registrar, for NITK Surathkal

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Article 3: Consequences of Breach

Without prejudice to any rights that may be available toNITK Surathkal under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidders/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before awarded or during the execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving a 14-day notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determinate the Contract if already executed or exclude the Bidders/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by NITK Surathkal.
- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If NITK Surathkal has disqualified the Bidder(s) from the tender process before the award of the Contract or terminate/determinate the Contractor has accrued the right to terminate/determinate the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to NITK Surathkal, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Security of the Bidders/Contractor.
- 3) Criminal Liability: If NITK Surathkal obtains knowledge of the conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, NITK Surathkal will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country conforming to the anti-corruption approach or with Central Government or State Government or any other Central/State Public Enterprises in India that could justify his exclusion from the Tender process.
- If the Bidder makes an incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its discretion, revoke the exclusion prematurely.

Seal and Signature of the bidder Registrar, for NITK Surathkal Article: 5 Equal Treatment of all Bidder/Contractors/Subcontractors

- The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidders/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
- 2) The Principal/Owner will enter into pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed pact between the Principal/Owner and the bidder, along with the Tender, or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12months after the completion of work under the contractor or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of these pacts as specified above, under it is discharged/determined by the Competent Authority of NITK, Surathkal.

Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is **Mangaluru**, the Headquarters of NITK Surathkal, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partners holding power of attorney signed by all partners and consortium members. In the case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement with their original intentions.
- 5) It is agreed on term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action was taken by the Owner/Principal in accordance with this Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.

Article 8: LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard to any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of the following witnesses:

Place: Surathkal.

Dated:

Annexure –'E'

Formatfor Bank Account details of the bidder

Name of the account holder (the bidder)	
Complete address	
Contact number	
Email address	

Bank Account details:

Bank name	
Branch name	
MICR number	
Account type	
Account Number	
Please re-type the Account number again	
IFSC code of the Bank	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the Institute responsible for this.

I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

Seal and signature of the bidder.

Certification from the banker:

Certified that the particulars furnished above are correct as per our records.

Seal and signature of the authorized officer of the bank.

ANNEXURE – 'F'

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

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.

We hereby waive the necessity of your demanding the sail 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 theday 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

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*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-'G'

(Compliance to be submitted in the bidder's letterhead) (as applicable)

Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017

Item Name:	
Enquiry No.:	

We M/s._____(name of the bidder company) have read the clauses pertaining to the Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1,2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020&24.7.2020) regarding restrictions on procurement from a bidder of a country that shares a land border with India.

We hereby certify that we are not from such a country and eligible to be considered for this tender.

(Note: Non-compliance of abovesaid Gol Order and its subsequent amendment,(if any),by any bidder(s) shall lead to commercial rejection of their bids by NITK)

For and behalf of _____(Name of the bidder)

(Signature, date & seal of an authorized representative of the bidder)

Annexure-'H'

(Compliance to be submitted in the bidder's letterhead) (as applicable)

Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017

Item Name:	
Enquiry No.:	

WeM/s._____(name of the bidder company) have read the clauses pertaining to the Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1,2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India.

We are from such a country which shares a land border with India & have been registered with the Competent Authority as specified in the above-said order. We hereby certify that we fulfill all requirements in this regard and are eligible to be considered.

Evidence of valid registration by the Competent Authority is attached.

(Note: Non-compliance of above said Gol Order and its subsequent amendment, (if any), by any bidder(s) shall lead to commercial rejection of their bids by NITK)

For and behalf of _____(Name of the bidder)

(Signature, date & seal of an authorized representative of the bidder)

Annexure-'l'

Self-Certification on the letterhead of the company

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, P-45021/2/2017-PP (BE-II) dated 28.05.2018, P-45021/2/2017-PP (BE-II) dated 29.05.2019 and P-45021/2/2017-PP (BE-II) dated 16.09.2020, we hereby certify that

.....

(Supplier name) are local supplier meeting requirement of minimum local content <u>%</u> defined in as above orders for the material against Enquiry / Tender No

.....

Details of the location at which local value addition will be made are as follows:

.....

We also understand false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permitted under law.

Date: Place: Signature: Name and Designation: Mobile no: Office Telephone No: Email ID: Office Seal:

Annexure-'J'

FORMAT FOR EARNEST MONEY DEPOSIT / BID BOND (To be typed on <u>Non-judicial stamp paper</u> of value Indian Rupees Five Hundred)

(TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT MANGALURU OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT MANGALURU OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT MANGALURU. BONDS ISSUED BY COOPERATIVE BANKS ARE NOT ACCEPTED)

LETTER OF GUARANTEE

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

During the validity of this Bank Guarantee:

The Guarantee shall be irrevocable and shall remain valid up to.....(180 days from the date of issue of Bank Guarantee) If any further extension is required, the same shall be extended to such required period on receiving instruction from the Bidder, on whose behalf the is Guarantee is issued.

Notwithstanding anything contained herein:

* This Bank Guarantee shall be valid up to......(date).

* We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee Only and only if you serve upon us a written claim on or before(date).

This Bank further	agrees that the claims if any,	, against this Bank Guarantee shall be enforceable at our branch	office
at	situated at	(Address of local branch).	

Yours truly,

Signature and seal of the guarantor: Name of Bank: Address: Date:

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

Annexure-'K'

Checklist for BIDDERs

BIDDERS are to indicate whether the following documents are uploaded by striking out the non-relevant option and the relevant technical bid documents should be in order.

SI. No.	Documents	Content	Document Attached		
1		A signed copy of the tender document should be uploaded	(Yes No	/No)	Pg.
2		Self-Attested copy of GST & PAN Number	(Yes No.	/No)	Pg.
3		License certificate for manufacture /supply of the item &Factory license. Registration with EPF and ESI	(Yes No.	/No)	Pg.
4		Undertaking that the successful BIDDER agrees to give a 3% Performance Security.	(Yes No.	/No)	Pg.
5		Catalogue of the Product with detailed product specifications.	(Yes No.	/No)	Pg.
6		Copy of the Balance Sheet	(Yes No.	/No)	Pg.
7		List of Owner/partners of the firm and their contact numbers (Bidder Information)	(Yes No.	/No)	Pg.
8		The contract form is given in section 5	(Yes No.	/No)	Pg.
9	Technical Bid	Format of compliance statement of specification as per Annexure-'A'	(Yes No.	/No)	Pg.
10		Previous Supply Order as per <u>Annexure-'B'</u>	(Yes No.	/No)	Pg.
11		Declaration of abandoned or suspended any awarded service & Blacklist Certificate. Annexure 'C'	(Yes No.	/No)	Pg.
12		Integrity Pact. Annexure 'D'	(Yes No.	/No)	Pg.
13		Bank details of the bidder. <u>Annexure 'E'</u>	(Yes No.	/No)	Pg.
14		EMD FORMAT <u>Annexure 'J'</u>	(Yes No.	/No)	Pg.
15		Document as per specification (if any)	(Yes No.	/No)	Pg.
16		Annexure –'G'	(Yes No.	/No)	Pg.
17		Annexure –'H'	(Yes No.	/No)	Pg.

18		Annexure –'l'	(Yes /No) Pg. No.
1	Financial- Bid	Price bid	(Yes /No)

Seal and Signature of the bidder

Annexure-'L'

Detailed Technical Specifications

Description	Technical Specifications	
Quantity	35	
Make & Model	To be specified by supplier (Only a Business/Enterprise series of TOWER desktop to be quoted) The brand quoted and the vendor should not be black listed in any of Govt., Semi Govt. or similar entities. (Self attested declaration should be submitted with respect to	
ISO Contification	same)	
ISO Certification	Manufacturing facility/brand should be ISO 9001:2015, ISO 14001:2015 & ISO/IEC 27001: 2013 certified.	
Form Factor	Tower Model 13 Litres or higher capacity	
Processor/CPU	Intel® Core TM i7-14700 with Intel UHD Graphics (1.5 GHz E-core base frequency, 2.1 GHz P-core base frequency, up to 4.2 GHz E-core Max Turbo frequency, up to 5.3 GHz P-core Max Turbo frequency, 33 MB L3 cache, 8 P-cores and 12 E-cores, 28 threads),	
Chipset	Intel® Q670 Chipset or better OEM Motherboard with TPM 2.0	
Memory	32GB(2x16GB), DDR5, 4800 Transfer rates up to 4400 MT/s or higher, Expandable upto 128GB with 4 DIMM Slots or higher	
SSD	M.2 2280 1TB PCIe NVMe Solid State or higher	
Graphics Card	NVIDIA RTX A400 4GB or Higher	
Audio	Realtek ALC3252 codec, universal audio jack with CTIA and OMTP	
	headset support	
Drive Bays	1 slim ODD; 1 removable M.2 SSD bay; Two 3.5	
2	Front:	
	1 headphone/microphone combo;	
Ports	4 SuperSpeed USB Type-A;	
1 0105	1 SuperSpeed USB Type-C [®] ;	
	Rear:	
	3 USB Type-A	
	3 USB 2.0 Type-A	
	1 HDMI 1.4b	
	1 RJ-45	
	1 audio line-in/line-out	
	2 DisplayPort™ 1.4a	
Keyboard & Mouse	USB Wired Multi Media Keyboard and USB Optical scroll Mouse	
	(should be same make as PC).	
	1 M.2 2230; 2 PCIe 3 x1; 1 PCIe 3 x16 (wired as x4); 2 M.2 2280; 1 PCIe 4	
Slots	x16 (1 M.2 2230 slot for WLAN and 2 M.2 2280 slots for storage)	

Power Supply	260W or higher SMPS Surge protected with minimum 90% efficient PSU voltage autosensing (Mention SMPS power wattage).
Monitor	23.8" FHD Monitor with Minimum resolution of 1920x1080, IPS with LED backlight, with DisplayPort, VGA, HDMI, TCO 8.0 Certified (Same OEM as desktop and Model should be mentioned).
Operating System	Genuine Windows 11 Professional 64bit factory preloaded with single key recovery
Wi-Fi & Bluetooth	Intel [®] Wi-Fi 6E AX211 (2x2) and Bluetooth [®] 5.3 wireless card
Ethernet	10/100/1000 Mbps on board integrated Network Port.
Operating System Certification	Windows 11 Professional & Linux.
Other Regulatory	ISO 9001, 14001, 20001, 27001 for OEM.
Certificates and Environmental Standards	BIS (Quoted Model number BIS Certificate should contain Indian Factory Address), ROHS, CE.
Warranty	 5-Years Comprehensive Onsite Warranty including Windows 11 Professional Operating System, Monitor, Keyboard and Mouse should be from the OEM. In case of HARDWARE breakdown, service calls must be attended by OEM engineer directly within 24 hours.
	In case of downtime more than 72hours, a standby must be provided post installation, 5-year product warranty for all component including Windows 11 Professional Operating System, Monitor, Keyboard & Mouse should reflect in the support website of the OEM. Supplier should provide at least one resident service engineer in
	NITK Campus for attending service calls immediately.
Installation	Supplier has to send the Technician for complete installation on-site (at NITK, Surathkal).
Diagnostics and software updates	Brand/OEM must have an online system hardware diagnostic facility. Must have the facility to download And update the preinstalled software, device drivers and firmware on its websites.

****Disclaimer**** Bidders are advised to exercise caution and not respond to any unknown calls, emails, or embedded links requesting payment for participating in the tender or for any other purpose. Please note that NITKSurathkal never asks for any tender fee for participation in tenders or bids.