

Corrigendum-1

Ref No.: NIT No. **ESE-INS-085-22-23** Dated: 26 August 2022.

Subject: Extension of date for submission of Bids for Supply and Installation of **Complete Soil Kit**.

| | | | |
|----|--|-------------------|------------------------------------|
| 1. | Last date and time for submission of tenders | 03.10.2022 | 16.09.2022 at 1:00 P.M. |
| 2. | Date and time of opening of tenders | 03.10.2022 | 16.09.2022 at 4:00 P.M. |

All the bidders, who have already submitted their bid against the earlier NIT are not required to submit the bid again.

All terms & conditions remain the same.

For and on behalf of
IIT(ISM), Dhanbad

Assistant Registrar (P&S)

**INDIAN INSTITUTE OF TECHNOLOGY
(INDIAN SCHOOL OF MINES), DHANBAD**



E-TENDER DOCUMENT

Notice Inviting Tender (NIT)

for

Supply and Installation of Complete Soil Kit.

Tender No.: **ESE-INS-085-22-23**

Date: 19 September 2022

Bid Submission deadline: 03.10.2022 16.09.2022, 1:00 P.M.

DEPUTY REGISTRAR (PURCHASE & STORES)

Indian Institute of Technology (Indian School of Mines), Dhanbad

P.O. – Indian School of Mines (I.S.M.)

DHANBAD –826004 (INDIA)

www.iitism.ac.in, purchase@iitism.ac.in

GSTIN : 20AAAAI0686D1ZA

Registration-:

Registration with M/s ITI Ltd: - Intending bidders are requested to register themselves with M/s ITI Ltd (if not registered earlier) through <https://mhrd.euniwizarde.com> for obtaining user-id, by paying a registration fee (Rs. 2000/- +18% GST per year charge), and online tender processing fee (2500/-+18% GST, NOT REFUNDABLE) etc. **Bidders are also required to obtain Digital Signature Class-III (Signing + Encryption) for participating in the e-tender.**

E-Tender Processing Fee (2500/-+18% GST, NOT REFUNDABLE), pay to "ITI LTD. Through e-payment Gateway.

For participating in the e-Tendering process of Indian Institute of Technology (Indian School of Mines), Dhanbad the contractor shall have to get them registered on the site <https://mhrd.euniwizarde.com> by making required payment through only online payment mode so that they will get user ID and Password. This will enable them to access the website, <https://mhrd.euniwizarde.com> with the help of Digital Signature by which they can participate in E-Tender of Indian Institute of Technology (Indian School of Mines), Dhanbad.

For any Query contact to our helpdesk Number 011- 4960 6060, 23710092 Email - HELPDESKEUNIWIZARDE@GMAIL.COM, Mr. Dipak Kumar Jha (08448288981) &Mr. Kumar Prakash (8448288985).

Subject: Supply and Installation of Complete Soil Kit.

Indian Institute of Technology (Indian School of Mines), Dhanbad invites quotations for the following to be supplied and delivered in **Supply and Installation of Complete Soil Kit in our ESE Department.**

| Sl. No. | Description of Materials | Unit | Quantity |
|---------|--|------|----------|
| 1. | Supply and Installation of Complete Soil Kit (Detailed Specification given in Annexure – I) | No. | 01 No |

Tender Schedule

| Particulars | Date & Time |
|---|--|
| Bid Security or Earnest Money Deposit | Rs. 12000 (Rupees Twelve Thousand only) |
| Start date and Time for Submission of Tenders | 26.08.2022 at 1:00 P.M. |
| Last date and time for submission of tenders | 03.10.2022 16.09.2022 at 1:00 P.M. |
| Date and time of opening of tenders | 03.10.2022 16.09.2022 at 4.00 P.M. |

1. You are requested to quote your lowest rates for the supply of above items in price bid.
2. Tender documents and bids should be submitted through online mode only.

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CHAPTER 1
Instructions to Bidders

IIT (ISM), Dhanbad was formerly known as Indian School of Mines (ISM) and was a Deemed University before it got converted into an Institute of National Importance under the Institutes of Technology (Amendment) Act, 2016 passed by the Parliament of India and got the assent of President of India. The Indian School of Mines, now IIT (ISM), Dhanbad, was formally opened on 9th December 1926, by Lord Irwin, the then Viceroy of India to address the need for trained manpower related to mining activities in the country with disciplines of Mining and Applied Geology. In 1967, it was granted the status of a deemed to be university under Section 3 of UGC Act, 1956 and it was renamed as Indian Institute of Technology (Indian School of Mines) in 2016. It started as an institution to impart mining education, and today, has grown into a technical institution with various academic departments. IIT(ISM) is located in the mineral-rich region of India, in the city of Dhanbad in the state of Jharkhand. It is the third oldest institute [after IIT Roorkee and IIT (BHU) Varanasi] which got converted into an IIT.

IIT (ISM), Dhanbad intends to procure the equipment "Complete Soil Kit" to enrich its teaching and research facility at Dhanbad.

Reputed manufactures or authorized distributors are invited to submit their bid for "Complete Soil Kit" for IIT (ISM), Dhanbad as per this tender document in a Two-Bid System: - (a) Techno-Commercial (also termed as technical bid) bid (Part-1) consisting of all technical details of the item along with commercial terms and conditions, EMD and (b) Price bid (Part-2) indicating price for their items mentioned in the technical bid. All instructions and terms and conditions must be followed, failing which bid(s) will liable to be rejected.

INSTRUCTIONS

1. Offer should be submitted under TWO-BID system i.e. "Techno-commercial bid" and "Price bid" in online mode only through <https://mhrd.euniwizarde.com>
2.
 - a) **In a tender, either the Indian agent on behalf of the principle/ OEM and the Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.**
 - b) **If an agent submit bid on behalf of the principle/ OEM, the same agent shall not submit a bid on behalf of another principle/ OEM in the same tender for the same item/product.**
3. Bidder(s) must submit GST Certificate / TIN and Scanned Copy of PAN with the bid.
4. The offer must be submitted online in **Two-Bid** system through <https://mhrd.euniwizarde.com> Please send EMD in the form of DD issued from any Nationalized/Scheduled commercial Bank in favour of "Registrar, IIT(ISM), Dhanbad" payable at Dhanbad in the office of **Deputy Registrar (Purchase & Stores), IIT (ISM), Dhanbad– 826004 (Jharkhand, India)** only. Scan copy of the same should be submitted on line.
5. The tenderers who are currently registered and shall continue to remain registered during the tender validity period with Central Purchase Organisation (CPO) or as a Micro and Small Enterprise (MSE) as defined in MSEs Order 2012 issued by Ministry of Micro, Small and Medium Enterprises (MSME) or as a Start-up as recognised by Department for Promotion of Industry and Internal Trade (DPIIT), are exempted from payment of Tender Fee and Earnest Money Deposit (EMD) / Bid Security. In case the tenderer falls in these categories, it should furnish certified copy of its valid registration details (registration with CPO or as a MSE or Start up, as the case may be). Micro & Small Enterprises must attach Registration Certificate issued by DIC / KVIC / KVIB / Coir Board / NSIC / Directorate of Handicrafts and Handlooms, or any other body specified by MSME for authentication such as updated Udyog Aadhaar Memorandum / Acknowledgment.

6. Bid document(s) and all enclosures must contain the signature and seal of the authorised representative of the bidder.
7. The bidder quoting for item(s) as per this tender should be the registered to provide the item/services with the appropriate government authority. Copy of registration certificate should be submitted with the tenders.
8. The Bank/RTGS detail on the letter-head of the bidder(s) must be submitted along with the BID.
9. After opening of bid no query pertaining to technical aspects will be entertained.
10. IIT (ISM) Dhanbad will provide Concessional GST Certificate, if equipment is purchased for research purpose.

CHAPTER 2
Terms and Conditions

The offer must comprise of the following, failing which it will be treated as non-responsive bid hence will be rejected:

1. The bids under Two-Bid System will consist of two parts as per following details:-
 - a) Techno-Commercial bid (Part 1) consisting of all technical details along with required EMD amount, cost of tender form (if any), technical offer (catalogue/brochure/specifications etc.), supportive documents related to eligibility criteria (Copies of documents/Certificates like GST Registration/ PAN/ Authorization letters/ PO or Work order copies as proof of supply/work done, tax related documents etc.) along with ALL applicable forms / annexure of this tender except (Price Schedule). All the pages included as Tender Document should be legible, neatly numbered and signed by authorized person with official seal of the Firm as acceptance of the terms and conditions. Offers with Counter Conditions will be liable for Rejection. *No information regarding price should be mentioned in this part.* Any price indication in the Technical Bid will be summarily rejected. Techno- Commercial bid to be submitted in online mode only through <https://mhrd.euniwizarde.com>.
 - b) Price bid (Part 2) indicating price for the items / services mentioned in tender documents. Price Schedule exactly as per format duly filled and to be submitted online mode only through <https://mhrd.euniwizarde.com>.

In stage-one, only the Techno-Commercial (Part 1) shall be opened and evaluated. In stage-two, the Price bids (Part 2) of only the technically qualified and acceptable offers will be opened, for further evaluation.

Important Note: Offers submitted not in line with the above guidelines will be liable for rejection.

2. All relevant technical specifications/details of offered items, drawings, printed technical leaflets, and commercial details which are necessary to ensure that offer is complete in all respects should be attached with the technical bid documents.
3. All applicable forms duly filled, signed and sealed must be submitted along tender documents in bid. The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required as per the tender document or submission of a bid not substantially responsive to the tender document in all respect will be at the Bidder's risk & responsibility and may result in rejection of their bids.
4. A 'Compliance Statement' (Form-5) along with status of compliance.
5. IIT(ISM) does not bind itself to offer any explanation to those bidders whose Technical Bids have not been found acceptable by the Evaluation Committee of the Institute.
6. Following documents have to be furnished by the bidders with the techno-commercial bids (part-1):
 - (a) Technical literature/catalogue with the detail specification of the material
 - (b) Satisfactory performance certificate from their customers for same/similar supply/service must be enclosed along with the technical bid.
 - (c) A copy of this tender document must be signed and sealed on all pages by the bidder(s) accepting the instructions and terms & conditions of the NIT and must be attached with the BID.
 - (d) All relevant / applicable forms as per tender documents.
7. The Bidder shall indicate on the appropriate price schedule form (provided with the Tender in the Price Bid), the unit prices of the goods / services it proposes to supply under the contract.

8. Price should be quoted exactly as per the format as mentioned. Multiple rates for a single item/variable rates unless solicited in the tender will not be accepted and would lead to rejection of offer. Price bids with conditions /Counter conditions are liable for rejection. Detailed Break up of charges as per enclosed list may please be furnished. In case all-inclusive price is quoted without detailed price break up, then IIT (ISM) Dhanbad will not be able to consider reimbursement of any increase in statutory levies, if any.
9. Educational discounts, if any, should be factored while quoting. Justification of the price quoted must be provided with the Bid. For this, Price List of the OEM and purchase order of govt. organizations / IITs/ NITs/ CSIR Labs / ISRO labs etc. should be attached. Price bids of only technically qualified tenderers shall be opened in on a pre-notified date and time. Decision of IIT (ISM), Dhanbad in this regard will be final and binding by all the bidders.
10. IIT(ISM), Dhanbad is entitled for GST Concession under Govt. of India notifications and is registered with DSIR, Govt. of India for this purpose. This may be taken into consideration while quoting minimum possible rate.
11. Bid Security or Earnest Money Deposit (EMD) Required Amount for EMD must be submitted in the form of Demand Draft issued from any Nationalized/Scheduled commercial Bank in favour of Registrar, IIT (ISM), Dhanbad payable at Dhanbad with the bid (part-1). Bid received without EMD in part-1 (techno-commercial bid) will be rejected. No interest will be payable by IIT (ISM), Dhanbad on the Earnest Money Deposit. The earnest money of all the unsuccessful bidder(s) will be returned to the respective bidder(s) through bank / RTGS transfer without any interest within 60 (sixty) days only after placing the order / awarding the contract. The Earnest Money of successful bidder(s) shall be returned on receipt of Performance Security (Performance Bank Guarantee / PBG) as mentioned in this tender document. If the successful bidder(s) fails to furnish the performance security or fails to deliver/provide the item/installation/service as per the order's terms and conditions within stipulated period, the earnest money shall be liable to be forfeited. An undertaking to this is to be submitted.

The bid security shall be in Indian Rupees. The bid security shall be in one of the following options at the bidders' choice:

- a. A bank guarantee issued/confirmed by a Scheduled Commercial Bank in India in the form provided in the bidding documents and valid for 45 days beyond the validity of the bid. In case a bidder desires to submit a BG issued from a foreign bank, then the same should be confirmed by a Scheduled commercial bank in India;
or
- b. Fixed Deposit receipt pledged in favour of the Registrar, IIT (ISM), Dhanbad
- c. Through RTGS/NEFT;
- d. Bid Securing Declaration (as per Form-1)
- e. **EMD shall be submitted in the electronic format online (by scanning) while uploading the id. This submission shall mean that EMD is received electronically. However, BG/FDR should each in original to the designated officer through post (by mentioning NIT No. and date on envelope) or by hand so as to reach by the time of tender opening. In case of exemption of EMD, the scanned copy of the document in support of exemption will have to be uploaded by the bidder during bid submission.**

11.1 The bid security may be forfeited:

- a. If a Bidder withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- b. In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 14 days of the order or fails to sign the contract and/or fails to furnish Performance Security within 21 days from the date of contract/ order.

- c. If the bidder furnishes any document (including compliance) or makes statement(s)/declaration(s) which are found to be false/wrong/forged at any point of time prior/during/post purchase process.

- 12. Performance Security or Performance Bank Guarantee (PBG):-** The successful bidder(s), on whom order will be placed, has to submit a performance security of 3% of the total order value at the earliest as per PO terms before release of any payment. Performance security has to be submitted in the form of Bank Guarantee/Demand Draft/FDR from any Nationalized/Scheduled commercial Bank in favour of the Registrar, IIT (ISM), Dhanbad. Performance security should remain valid for a period of two months beyond the date of completion of all contractual obligations of the successful bidder(s). No interest will be payable by IIT (ISM) Dhanbad on the Performance Security deposited. In case the contractor fails to provide satisfactory service, the Performance Security submitted by the bidder(s) is liable to be forfeited. An undertaking to this is to be submitted within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security (PS).

The performance security must be received within 21 days. However, the Purchaser has the powers to extend the time frame for submission of Performance Security (PS). Even after extension of time, if the PS is not received, the contract is liable to be cancelled.

12.1 In case of submission of Bank Guarantee, the bidder should ensure that the concerned bank sends a copy of Bank Guarantee to IIT(ISM), Dhanbad immediately through Registered Post/Speed post/courier/email (purchase@iitism.ac.in).

- 13. Validity Period: -**

The validity period of the tender should be clearly specified. It must be at least for **180 (One Hundred Eighty) days** from opening of Technical bid.

In exceptional circumstances, the Purchaser 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 (by post, fax or e-mail). The bid security provided shall also be suitably extended failing which the bid would be summarily ignored. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

- 14. Finalization criteria:** L1 bidder will be decided on Overall L1 basis i.e. on Supply, Installation & Commissioning of Complete Soil Kit.
- 15. Award of purchase order/Contract:** Order will be placed on the selected party after evaluation and approval of competent authority. However, Registrar IIT (ISM) Dhanbad reserves the right to cancel/discontinue this order at any point of time, with a notice to the supplier.
- 16. Warranty:** The item supplied should provide comprehensive warranty for a period of **Twelve months** after the goods / services have been delivered, acceptance and successful installation as per terms of the contract.

16.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

16.2 Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser.

- 17. Comprehensive Annual Maintenance Contract / Annual Maintenance Contract (AMC/CAMC):** The charges towards AMC/CAMC should be provided separately for extension of warranty for additional years (which is beyond the normal warranty period) in the price bid if applicable.
- 18. Denial Clause:** That no increases in price on account of any statutory increase in or fresh Imposition of customs duty, excise duty, Sales Tax, CST, VAT or on account of any other taxes/duty, including custom duty, leviable in respect of the Stores specified in the said contract which takes place after original delivery period; shall be admissible on such of the said Stores, as are delivered after the said delivery period.

That notwithstanding any stipulation in the contract for increase in price on any other ground including foreign exchange rate variation, no such increase which takes place after original delivery period shall be admissible on such of the said Stores as are delivered after the said delivery period.

19. **Delivery Period:** As time is the essence for this procurement, hence the ordered materials/work complete in all respects are required to be delivered and installed within 60 days from issue of Purchase Order / Work Order to successful bidder. Terms of Delivery F.O.R. IIT (ISM), Dhanbad only.
20. **Inspection:** Inspection shall be carried out at IIT (ISM), Dhanbad after arrival of the materials and decision of the Institute in this regard shall be final.
21. **Rejection and Replacement:** Rejection, if any, shall be notified to the supplier within 30 days of receipt and inspection of the material/workmanship. Rejected materials/work is to be removed by the supplier at his own risk and cost from IIT (ISM) Campus within 15 days of intimation of rejection. Defective Supplies are required to be replaced within 15 days of the removal of the rejected materials/work.
22. **Risk Purchase:** IIT (ISM) shall be at liberty to realize from the supplier the differential amount, if any, which it shall have to incur on purchase of the material/work at higher price(s) from elsewhere in the market, if the supplier, due to their fault, fails to supply the ordered quality and quantity of the material/work within the stipulated time.
23. Conditional offer / counter condition will not be accepted.
24. **Payment:** Payment may be released through RTGS / online payment mode against complete execution of the purchase order (PO) and submission of all the required documents as per the order within 30 days after satisfactory supply, inspection, installation/commissioning & acceptance and on submission of pre-receipted tax invoice, delivery challan, warranty certificate and installation report in triplicate and Performance Bank Guarantee. The invoice should be duly certified by the Head of Dep't. of IIT (ISM), Dhanbad to which supply is made or any other IIT (ISM) official authorized for this purpose. Advance payment may not be released. Payment will be released through bank/ RTGS/Wire transfer after statutory deductions.
25. Any payment will be released only after satisfactory completion of the work/installation, Submission as well as confirmation from issuing bank of the PBG and certified bill(s) / invoice(s) along with Warranty Certificate.
26. All communications are to be addressed to the Deputy Registrar (Purchase & Stores), IIT (ISM), Dhanbad through Email (purchase@iitism.ac.in) quoting the Tender No. and Date.
27. IIT (ISM), Dhanbad reserves the right to accept or reject or cancel any or all tender notice or bid(s) or order(s) at any stage without assigning any reason thereof.
28. For any dispute, the place of jurisdiction shall be Dhanbad (Jharkhand, India) only.
29. **Governing Law:** The order, placed, will be the contract between the successful bidder(s) and IIT (ISM), Dhanbad and shall be governed by the LAWS of India and under the contract shall be taken by the parties only in Dhanbad (Jharkhand, India) to competent jurisdiction.
30. Bid(s) shall be as per tender document only. If submitted in any other form / format, the same shall be rejected. All pages must be numbered properly and there must be seal and sign of the bidder(s) on all the pages of its bid.
31. The bid is liable to be rejected if complete information is not given therein, or if the particulars and data (if any) asked for are not filled-in properly.
32. The successful bidder(s) will indemnify IIT (ISM), Dhanbad, in case of any damage or liability, which may arise on account of any act or omission directly/indirectly attributable to the bidder(s).

33. Dispute, if any arising out of providing the said service(s) shall be settled mutually or arbitration by sole Arbitrator to be appointed by the Registrar, IIT (ISM), Dhanbad at Dhanbad, mutually agreed as per the provisions of the Indian arbitration and Conciliation Act, 1996 and the Rules framed there under. The award passed by the said sole Arbitrator, will be binding upon the parties. The arbitration proceedings shall be held at Dhanbad only.
34. The bidder(s) should be registered with Income Tax, GST etc. and to enclose the copies of the relevant certificate along with the technical bids. The agency must be authorized by appropriate government authority to deliver the items/services at the IIT (ISM) Dhanbad.
35. The successful bidder(s) will ensure that its employees/staff/personnel would strictly follow all the security instructions and rules and regulations of IIT (ISM), Dhanbad during their visit in the campus.
36. Necessary corrigendum(s), if required, may be issued at any stage, which must be acceptable to the bidder(s). Any corrigendum will be published on our website www.iitism.ac.in only. Bidder(s) must be in touch with our website www.iitism.ac.in for corrigendum(s). It will be sole responsibility of the bidder(s) that they will go through the corrigendum(s) published, if any, on our website www.iitism.ac.in and submit its tender accordingly.
37. Shortlisted bidder(s) may be called for presentation / demonstration / meeting at IIT (ISM), Dhanbad office with a short notice (Minimum seven days' time). Request from the bidder(s) to change the date and time of presentation / demonstration / meeting will not be accepted. If the bidder(s) will not attend for the same, then their bid(s) will be treated as non-responsive and hence the bid(s) will not be considered for further process.
38. Part supply of the Purchase Order / Work Order is not acceptable unless until it is explicitly mentioned in Purchase Order / Work Order.
39. Bid complete in all respect must be submitted through applicable mode before submission deadline / last date & time for submission of the bids. The bids will be opened as per IIT(ISM) rules. In case bid opening-date is a holiday/declared as a holiday, then next working date will be the opening date of tender. Submission deadline or bid opening date & time will not be changed upon any request from the bidder side. However, it may be changed as per IIT(ISM) rules. In this regard, decision of the IIT (ISM), Dhanbad will be final and binding to all the bidders.
40. For the items / services, the bidders must ensure the required quality, quantity, materials, dimensions & other parameters (HSN Code etc.) and quote accordingly. In case items / services provided are not same as quoted/ordered, the claim for payment shall not be accepted. No payment, claims for such items / services shall be released. In this regard, decision of IIT (ISM), Dhanbad will final and binding to the bidders.
41. IIT (ISM), Dhanbad at its discretion may change the quantity/quality/parameters/upgrade the criteria/drop any item(s) or part thereof at any stage. In case of any dispute, the decision of IIT(ISM) shall be final and binding on the bidders/tenderers.
42. IIT (ISM), Dhanbad reserves the right to accept or reject any or all the bids in part or in full without assigning any reason. The decision of the competent authority of IIT (ISM), Dhanbad will be final and binding to the bidder(s).
43. Professional(s) to be deployed by the successful bidder(s) for the supply of the item / installation / execution of the work in order to provide the item(s) /service(s) as per order must be well qualified.
44. ***If any fraudulent document submitted by the vender/firm is detected at any stage during the procurement or after the procurement, the institute will take appropriate legal action against the vender/firm including the recovery of two times of purchase order/award of work and equipment/items will not be returned.***
45. All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, are to be treated as non-responsive and ignored. The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny:

- i. The Bidder is not eligible.
- ii. The Bid validity is shorter than the required period.
- iii. The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
- iv. Bidder has not agreed to give the required performance security or has not furnished the bid security.
- v. The goods quoted are sub-standard, not meeting the required specification, etc.
- vi. Against the schedule of Requirement (incorporated in the tender enquiry), the bidder has not quoted for the entire requirement as specified in that schedule.
- vii. The bidder has not agreed to some essential condition(s) incorporated in the tender enquiry.

Bid Prices: Bidders are requested to note that they should necessarily submit their price bids in the format provided and no other format is acceptable. Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the goods it proposes to supply under the contract. Bidders are required to quote each and every item in price bid. Failing to this bid may be liable for rejection.

Note: IIT (ISM) Dhanbad will not be responsible or liable to pay if bidder fails to mentioned packing, forwarding, freight, insurance charges, taxes etc. in its price bid.

- 46.** If the successful bidder(s) commits breach of any of the above or Order's terms and conditions or is not able to deliver the item / provide the services / complete the work on time, the contract will be cancelled and security deposit / performance bank guarantee shall be forfeited and a damage liability at the discretion of IIT (ISM), Dhanbad will be imposed on the bidder(s).
- 47. Eligibility in case of Land Border Share:** I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as per order F.N. 6/18/2019-PPD dated 23 July 2020.

CHAPTER 3: Other Forms

Form-1
Bid-Securing Declaration Form

Date: _____

Bid No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of: (insert complete name of Bidder) Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

Form-2
Contract Form

To,
The Registrar,
Indian Institute of Technology (Indian School of Mines),
DHANBAD– 826004.

Ref.: Your Notice Inviting Tender No. IIT-ISM / ESE-INS-085-22-23, Dated: 19 September 2022

Sir/ Madam,

1. I/We have gone through all Chapters of the tender document such as Instructions and Terms and conditions, minimum eligibility criteria, schedule of requirements, Specifications and allied technical details etc. as enlisted by you in your Notice Inviting Tender for the subject under reference.
2. I/We, hereby confirm that we have understood all the above and confirm my/our commitment to abide by them.
3. If our tender is accepted, I/we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the tender document.
4. I/We agree to keep our tender valid for acceptance for a period upto as required in tender documents or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender upto the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. I/We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
5. I/We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.
6. I/We hereby declare that all statements/details made in this tender are true, complete and correct to the best of my knowledge and belief. I/We understand that in the event of any information being found false or incorrect at any stage or we do not satisfy any of the stated criteria, our offer is liable to be cancelled automatically and IIT (ISM), Dhanbad may take an action against this firm for such false information including legal action.

| Documents Required | Document No. (Submit a copy of the same) |
|---|---|
| Photo identity of Authorized signatory (i.e. PAN Card/Voter ID/Aadhaar Card/Official ID Card) | |
| GSTIN of Bidder | |
| PAN of Bidder | |

Date:

Signature:

Name of Authorized Signatory:

Designation of Authorized Signatory:

Name of Bidder:

Address of Bidder:

Seal of Bidder:

Form-3**FORMAT FOR BANK GUARANTEE FOR PERFORMANCE SECURITY**
(PERFORMANCE BANK GUARANTEE)

To
The Registrar
Indian Institute of Technology
(Indian School of Mines) Dhanbad-826004 (JHARKHAND)

Reference: P.O.No. _____ dated _____

Dear Sir,

GUARANTEE NO. _____ date: _____

AMOUNT OF GUARANTEE Rs. _____

GUARANTEE COVERS FROM _____ TO _____

LAST DATE FOR LODGEMENT OF CLAIM: _____

This deed of Guarantee executed by the (_____ name of the Bank) constituted under _____ Act, _____ having its Central Office at _____ and amongst other places a branch at _____ (hereinafter referred to as "The Bank") in favour of The Registrar, Indian Institute of Technology (Indian School of Mines), Dhanbad-826004 (hereinafter referred to as "The Beneficiary" for an amount of not exceeding Rs _____ (Rs. _____) at the request of M/s _____ (hereinafter referred to as the "Contractor(s)"/"Supplier(s)").

In consideration of The Registrar, Indian Institute of Technology (Indian School of Mines), Dhanbad-826004 (hereinafter called the Purchaser) having entered into an agreement vide their Purchase Order No. _____ dated _____ with M/s _____ (hereinafter called the Supplier) to carry out the supply and installation of the _____ (Name of the equipment's/work/Job)

at their Indian Institute of Technology (Indian School of Mines), Dhanbad as per their above order, the supplier agreed to execute a Bank Guarantee for ____% of the supply order value viz. Rs. _____ (Rupees _____) towards Performance Warranty obligation for a period of ____ year(s) from _____ to _____.

We, the _____ Bank, _____ Branch (hereinafter referred to as a Guarantor) at the request of the supplier, irrevocably undertake to indemnify and to keep indemnify the Company without any demur to the extent of Rs. _____ (Rupees _____) in the event of the aforesaid supplier failing to comply the Warranty Obligation as per the agreed terms to the full satisfaction of the Company.

We _____ Bank, further agree that the Guarantee herein contained shall remain in full force and affect during the period that would be taken for the performance of the equipment as stated in the Purchase Order issued by the Company and that it shall continue to be enforceable till the completion of the period and certified that warranty obligation have been fully carried out by the supplier and accordingly discharges the Guarantee subject. However, the Company shall have no right under after the expiry of the Guarantee, i.e. _____ (date).

We, _____ Bank undertake not to revoke this Guarantee, during its currency except with the previous consent of the Company in writing.

Notwithstanding anything contained herein.

1. Our liability under the Bank Guarantee shall not exceed Rs. _____ (Rupees _____).
2. This Bank Guarantee shall be valid up to _____.
3. 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 or demand on or before expiry of date (i.e. _____).

NOTWITHSTANDING anything contained herein above, our liability under this Guarantee is restricted to Rs. _____ (Rupees _____ only) our guarantee shall remain in force until. Unless a Demand or claim under the guarantee is made on our bank in writing on or before _____ all your rights under the said guarantee be forfeited and we shall be relieved and discharged from all liabilities there under.

Details of the Issuing Bank

| | |
|------------------|--|
| Name of the Bank | |
| Branch Name | |
| Branch Code | |
| IFSC Code | |
| E-mail Id | |
| Phone/Mobile No. | |

Seal & Signature of the Bank

Note: Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Email (purchase@iitism.ac.in) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

Form-4

FORMAT OF BANK GUARANTEE TOWARDS BID SECURITY
(EARNEST MONEY DEPOSIT)

To
The Registrar
Indian Institute of Technology (Indian School of Mines) Dhanbad-
826004 (JHARKHAND)
Reference: NIT. No. _____ dated _____

Dear Sir,
GUARANTEE NO. _____ date: _____

AMOUNT OF GUARANTEES: _____

Whereas _____ (hereinafter called "the Bidder") has submitted its bid dated _____ (date of submission of bid) for the supply of (name and/or description of the goods) (hereinafter called "the Bid") against Notice Inviting Tender (Tender Document) No. _____ dated _____ of the Indian Institute of Technology (Indian School of Mines), Dhanbad.

KNOW ALL PEOPLE by these presents that WE _____ (name of bank) of _____ (name of country), having our registered office at _____ (address of bank) (hereinafter called "the Bank"), are bound unto _____ (name of Purchaser) (hereinafter called "the Purchaser") in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ (year).

THE CONDITIONS of this obligation are:

- 1) If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- 2) If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - a) fails or refuses to execute the Contract Form if required; or
 - b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders; We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand,

Without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to Six/ Eight Months from the date of opening of tender or the period of the bid validity whichever is later and any demand in respect thereof should reach the Bank not later than the above date.

Details of the Issuing Bank

| | |
|------------------|--|
| Name of the Bank | |
| Branch Name | |
| Branch Code | |
| IFSC Code | |
| E-mail Id | |
| Phone/Mobile No. | |

Deal & Signature of the Bank

Note: Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

Details of the Bank Account of I.I.T. (I.S.M.), Dhanbad for Bank Guarantee purpose

| INDIAN INSTITUTE OF TECHNOLOGY (INDIAN SCHOOL OF MINES), DHANBAD | |
|---|--|
| Bank Account Details for Bank Guarantee purpose | Bank: State Bank of India Branch: I.S.M. Campus Branch, Dhanbad – 826004 (Jharkhand) Branch Code: 01641 IFSC: SBIN001641 A/c No.: 37052696309 |
| PAN | AAAAI0686D |
| GSTIN | 20AAAAI0686D1ZA |
| TIN / TAN Number | RCHI 00063A |
| DSIR Certificate No. (for custom duty and excise duty exemption) | No.: TU/V/RG-CDE(367)/2020, Dated: 28th September 2020 |

Registrar

Form-5**COMPLIANCE STATEMENT FORM**

| S. No. (as per NIT) | Required Specifications /Parts/Accessories of Tender Enquiry | Quoted specification including Model No. if any | Compliance (Yes / No) | Deviation, if any to be indicated with technical justification (The compliance/ deviation should be supported with relevant Technical literature/brochure) |
|---------------------------|---|---|--------------------------|---|
|---------------------------|---|---|--------------------------|---|

Seal and Sign of Bidder

UNDERTAKING BY THE BIDDER

- ❖ If the bidder offers more than one model, then the Compliance Statement must be enclosed for each and every model separately.
- ❖ The technical and commercial deviations should be indicated separately.
- ❖ If the bidder fails to enclose the technical compliance statement, the bid will be rejected.
- ❖ If the bidder furnishes document(s) (including compliance) or makes statement(s)/declaration(s) which is found to be false/wrong/forged at any point of time prior/during/post purchase process, the EMD of the bidder will be forfeited including cancellation of the bid, blacklisting of bidder/Manufacturer and appropriate legal action by the Institute. The decision of the Institute will be final in such cases.
- ❖ After opening of the price bid no clarification/query on technical aspects will be entertained by the Institute.

Signature and Seal of the Bidder

Place:-

Date:-

Form-6**Quality Control Requirements / Declaration by Tenderer**

[Supplier shall fill the following format and submit along with the bid.]

Subject: Tender Enquiry No. ESE-INS-085-22-23 dated 19 September 2022

| SI No. | Para-Meters | Requirements | Offered | Deviation, (if any.) |
|--------|-----------------------------------|---|-----------------------|----------------------|
| 1. | Specifications | I shall supply, install & commission the material exactly as per specifications in ANNEXURE-I | Accepted | |
| 2. | Contract Form | Duly filled, signed and sealed is to be submitted in the prescribed format as per form-2 | YES (Page no. ___) | |
| 3. | Seal/Signature | All the pages of the Tender Documents are numbered, sealed, signed & Submitted. | YES | |
| 4. | Other Essential Certificate | GST Certificate, TIN and Scanned Copy of PAN with the bid | YES (Page no. ___) | |
| 5. | Technical literature/ Brochures | Catalogue giving the Technical details of Complete Soil Kit is attached. | YES (Page no. ___) | |
| 6. | Purchase orders | Copies of previous Purchase orders/Work Orders pertaining to Experience and Past Performance against Qualification/Eligibility criteria (if applicable) | YES (Page no. ___) | |
| 7. | Payment terms | Payment terms as per tender conditions is accepted | YES (Page no. ___) | |
| 8. | Delivery schedule | Successful bidder should supply, install & commission the item within 60 Days after placement of Purchase Order | YES (Page no. ___) | |
| 9. | Compliance Statement | Submitted as per Form-5 | YES (Page no. ___) | |
| 10. | EMD | Submitted in form of DD/PBG/Bid Securing declaration/ Valid Exemption Certificate | YES (Page no. ___) | |
| 11. | Bank Detail | The Bank/RTGS Detail on the letter head of the bidder(s) | YES (Page no. ___) | |
| 12. | Vendor's Registration Certificate | Registration Certificate to provide the Item/ services with the appropriate Govt. Authority. | YES (Page no. ___) | |
| 13. | Warranty | Warranty terms as per tender conditions is accepted | YES (Page no. ___) | |

Yours faithfully,

Date:

Signature:

Name of Authorized Signatory:

Name of Bidder:

Seal of Bidder:

Technical Specification**Specification of Complete Soil Testing Kit**

- Professional soil management laboratory packaged with waterproof IP67 durable robust case includes the photometer and the Multiparameter Pocket Sensor, including all reagents and apparatus for complete soil testing. Designed for both portable and laboratory use.
- Complete reagent set for 50 tests per each specified parameter including extraction and test reagents included as standard.
- Based on a simplified and rapid soil test methods, the kit uses several analytical techniques to provide critical information for macronutrients and micronutrients for effective soil and agronomy management.
- The Dual light source photometer offering direct reading of pre-programmed test calibrations and Transmittance covers the 10 most critical water quality parameters, to manage soil health and optimize crop.
- Test protocols for macronutrients (soil pH, N/P/K), micronutrients and trace minerals including sulfur, manganese and magnesium.
- The soil testing kit should store 500 data sets for full traceability of results. Utilize USB connect devices and manage data. Each data set includes date, time, Sample ID, Operator ID, method number, method name, result, units.
- Sample IDs Up to 24 at any time.

Must include the soil tests:

| Parameter | Range |
|----------------------|------------------|
| Soil pH | 0 – 11 |
| Lime Requirement | 0 – 34 tonne/ha |
| Conductivity | 0 – 19.9 mS/cm |
| Salinity | 0 – 1% |
| Nitrate Nitrogen | 0 – 25 mg/l N |
| Phosphate (P) | 0 – 150 mg/l P |
| Potassium | 0 – 450 mg/l K |
| Magnesium | 0 – 500 mg/l Mg |
| Calcium | 0 – 2500 mg/l Ca |
| Aluminium | 0 – 50 mg/l Al |
| Ammonia Nitrogen (N) | 0 – 75 mg/l N |
| Chloride | 0 – 1000 mg/l Cl |
| Copper | 0 – 25 mg/l Cu |
| Iron | 0 – 25 mg/l Fe |
| Manganese | 0 – 25 mg/l Mn |
| Sulfur | 0 - 300 mg/L S |

- Photometer powered by batteries 3 x 1.5v 'AA' batteries. Mains 5V DC, 900mA delivered via USB port.
- Power Management Auto-switch off (user selectable between 5-15 minutes on battery) or continuous operation.

PRICE SCHEDULE**Tender Inviting Authority: INDIAN SCHOOL OF TECHNOLOGY INDIAN SCHOOL OF MINES DHANBAD****Name of Work: Supply and Installation of Complete Soil Kit****Tender No: ESE-INS-085-22-23 (To be submitted in soft copy only)****PRICE SCHEDULE****(This FORM 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)****If packing charges, transportation charges, insurance charges, Installation Commissioning & Training charges already included in unit price then please mentioned zero "0" in respective cell.**

| Name of the bidder | | | | | | | | | | | | | | |
|--------------------|--|-----------------------------|----------|--------|------------------------|---|--------------------------------|--------------------------------------|--|--|----------------------------|-------------------|-------------------------|-----------------------|
| NUMBER # | TEXT # | TEXT # | NUMBER # | TEXT # | TEXT # | NUMBER # | NUMBER | NUMBER | NUMBER | NUMBER | NUMBER # | NUMBER # | NUMBER # | TEXT # |
| Sl. No. | Item Description | Item Code / Make/ HS N Code | Quantity | Units | Quoted Currency in INR | UNIT PRICE without any tax In Figures To be entered by the Bidder Rs. | SUB TOTAL AMOUNT Without Taxes | Packing & Forwarding if any (in INR) | Charge for Inland Transportation, Insurance etc in INR | Installation Commissioning & Training in INR | TOTAL AMOUNT Without Taxes | GST in Percentage | TOTAL AMOUNT With Taxes | TOTAL AMOUNT IN WORDS |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 1.01 | Supply and Installation of Complete Soil Kit | | 1.000 | set | INR | | 0.00 | | | | | 0.00 | 0.00 | |