

Indian Institute of Information Technology Design and Manufacturing Kurnool

**An Institute of National Importance
Funded by Ministry of Education, Government of India**



**NOTICE INVITING LIMITED TENDERS
FOR**

**Supply of Water Tankers at
IIITDM - Kurnool, Kurnool, Andhra Pradesh.**

Tender No: IIITDMKNL/2022-23/S&P/Estate/Water supply By Tankers/31 Date:17-2-2023

Telephone: 08518-289115

E-mail Id : purchase@iiitk.ac.in

Website: www.iiitk.ac.in

DISCLAIMER

1. The information contained in this Tender document or subsequently provided to Tenderers, whether in the document or verbal or any other form by or on behalf of Indian Institute of Information Technology Design and Manufacturing Kurnool (IIITDM Kurnool) by any of its employees or advisors, is provided to Tenderers on the terms and conditions set out in this Tender document and such other terms and conditions subject to which such information is provided.
2. The purpose of this Tender document is to provide interested parties with information that may be useful to them in eliciting their proposals according to this Tender document. This Tender document may not be appropriate for all persons, and it is not possible for the Institute, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender document.
3. This Tender document includes statements, which reflect various assumptions and assessments made by the Institute in relation to the Contract. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require.
4. The assumptions, assessments, statements and information contained in this Tender document, may not be complete, accurate, adequate or correct. Each Tenderer should, therefore, conduct his/her own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender document and obtain independent advice from appropriate sources.
5. Information provided in this document to the Tenderer(s) is on a wide range of matters, some of which depend upon the interpretation of the law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Institute accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
6. The Institute, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Tenderer under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender document or arising in any way in this Tender Stage.
7. Institute reserves the right to reject any or all the tenders at any stage or accept them in part or reject the lowest tender without assigning any reason thereof and the decision of the Institute in this respect shall be final.

**Sd/-
Registrar**

1. PREAMBLE

Tender No: IIITDMKLN/2022-23/S&P/Estate/ Water supply By Tankers/31 **Date:** 17-2-2023

Indian Institute of Information Technology Design and Manufacturing Kurnool (IIITDM Kurnool) invites Limited Tenders from Registered Firms/ Agencies/ Contractors/ Suppliers for providing the Goods/Services at IIITDM KURNOOL, Kurnool, Andhra Pradesh, as specified in the following scope of Work.

1. **Scope of Work:** “*Supply of Water Tankers at IIITDM Kurnool, Kurnool, Andhra Pradesh*” as per the terms & conditions outlined in this tender document.

2. **Tender Title:** “*Supply of Water Tankers at IIITDM Kurnool, Kurnool, Andhra Pradesh.*”

3. The tender document can be downloaded from either Central Public Procurement (CPP) Portal <http://eprocure.gov.in/epublish/app> or the Institute website www.iiitk.ac.in.

4. **As this tender is a Limited Tender, unsolicited bids will not be accepted.** However, interested firms can register and bid in the next round of tendering.

5. The tenders can either be dropped in the Tender Box in the Administrative Building of the Institute or sent by **Indian Speed Post / Registered Post only** to the address given below.

To:

Registrar,

IIITDM Kurnool,

Jagannathagattu, Dinnidevarapadu,

Kurnool-518008.

The Institute will not take any responsibility for postal delays.

6. The following are the critical timelines of this Tender:

Sl. No.	Particulars	Date & Time
1	Date of Publication and Download of Tender	17-02-2023
2	Bid submission Start Date	17-02-2023
3	Bid submission End Date & Time	09-03-2023 02:00 PM
4	Opening of Technical Bid	09-03-2023 02:30 PM
5	Opening of Financial Bid	Will Be intimated later

7. Queries, if any, can be made through e-mail only to purchase@iiitk.ac.in on or before 28/02/2023. Queries received via any other mode shall not be entertained. The queries should only be sent in the following format on the official letterhead of the company.

S. No	Page No (tender Ref)	Clause (Tender Ref)	Description (Tender Ref)	Query

8. If there is any addendum/corrigendum related to the Tender, it shall only be published on the Institute website. The Bidders are advised to check the Institute’s website regularly. No other mode of notice will be given.

9. The Bidders are requested to submit the bids after the issue of clarifications duly considering the changes made, if any. Bidders are totally responsible for incorporating/complying with the changes/ amendments issued, if any, during a pre-bid meeting in their bid.

10. Bidders need to submit **self-attested** hard copies with relevant documents.

11. If the last date of receiving/opening of the bids coincides with a holiday, then the next working day shall be the receiving/opening date. Physical submission of financial bids only shall be considered.

12. **Payment Terms (After commencement of work):** Bi-Monthly Payment against actual supply and final acceptance by IIITDM Kurnool, on submission of Performance Guarantee.

2. TENDER PROCESSING FEE, EARNEST MONEY DEPOSIT (EMD)

AND PERFORMANCE GUARANTEE

1. The Bidders are required to pay Earnest Money Deposit (EMD) as specified below in the form of DD/ Banker's Cheque, drawn from any nationalized bank in favour of "The Director, IIITDM Kurnool, Kurnool, Andhra Pradesh", payable at SBI, Nandyal Road Branch, Kurnool- IFSC Code SBIN0021660.

	Tender Processing Fees (Non-Refundable)	Earnest Money Deposit (EMD) (Refundable)	Performance Guarantee
Amount	NIL	Rs. 5,000/-	5,000/-
Validity	--	With a validity period of 90 days beyond the opening of the Technical bid	Contract period + minimum 2 months
MSMEs / NSIC Exemption	NO	YES (By Submitting Bid Security Declaration as per Annexure-IV)	--

2. Bids received without EMD shall be summarily rejected.
3. The Successful Bidder shall furnish a **Performance Guarantee** (as per the template in **Annexure-VI**) in the form of Bank Guarantee from any nationalized bank within a **Week after issue of Letter of Award (LOA)**. The validity period and amount of Performance Guarantee are specified in the previous table.
4. EMD of Bidder shall be forfeited if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of his/her bid.
5. Further, if the successful Bidder fails to furnish the Performance Guarantee within the specified period, his/her EMD shall be forfeited.
6. In case the Bidders / Successful Bidder(s) are found in breach of any condition(s) at any stage of the tender, EMD / Performance Guarantee shall be forfeited.
7. In cases of 4, 5 and 6, apart from forfeiting EMD/Performance Guarantee, the Institute may initiate any penal action against the Bidder/successful Bidder, which the Competent Authority deems to be fit.
8. EMD will be returned to Unsuccessful Bidders without any interest whatsoever, after allotment of LOA.

3. METHOD OF SUBMISSION OF BIDS

1. The bids should be filled in two bid formats (Technical Bid and Financial Bid) with all the required documents as enclosures in separate sealed covers.
2. There should be the main envelope, called a Master envelope, and three more envelopes, namely: Envelope-1, Envelope-2, and Envelope-3.
 - a) Envelope-1: Superscribed as “**EMD for Supply of Water Tankers at IIITDMKNL, Kurnool, Andhra Pradesh**”. The Demand Draft/Banker’s Cheque / EMD exemption declaration (**Annexure- IV**) towards EMD should be kept in this envelope and sealed.
 - b) Envelope-2: Superscribed as “**Technical Bid for Supply of Water Tankers at IIITDMKNL, Kurnool, Andhra Pradesh**”. The complete tender document (downloaded from the websites) along with the required supporting documents needs to be **spiral-bounded** and should be kept in this envelope and sealed.
 - c) Envelope-3: Superscribed as “**Financial Bid for Supply of Water Tankers at IIITDMKNL, Kurnool, Andhra Pradesh**”. The Financial Bid (as per the template in **Annexure-V**) should be kept in this envelope and sealed.
3. All the documents in Envelopes 2 and 3 should be duly **signed by the Bidder with the stamp** of the firm.
4. All these three envelopes, Envelope-1, 2 and 3 should be kept in the **Master envelope**.
5. The master envelope should be super-scribed with the “**Supply of Water Tankers at IIITDM Kurnool, Kurnool, Andhra Pradesh**”.
6. Incomplete bids or bids not submitted in the prescribed format are liable for rejection. Also, the Bids received after the due date and time shall be summarily rejected.

The Bids should be valid for a period of 365 days from the date of opening of the Technical Bid

4. ELIGIBILITY CRITERIA

1. Bidder must be a firm/ Proprietor/ company that should be registered with appropriate authorities at least 3 years before the date of issue of this tender. (**self-attested copy**)
2. The bidder should have GST certificate at least 3 years before the date of issue of this tender. (**self-attested copy**)
3. Bidder must have a PAN Card (**self-attested copy**).
4. The Bidder should have at least three years of experience in supplying “*Supply of Water Tankers or relevant services/Works*” in Central Funded Institutions / National Laboratories / Reputed Private Educational Campus / Reputed Private Companies. Copies of purchase orders should be enclosed for this reference.
5. The Bidder must provide a certificate of satisfactory performance from the above-mentioned organizations to which they have recently provided their services. Contact details of the person-in-charge from the previous clients must also be provided.

Note: - Here for S.I no 4 & 5, the decision of the Institute about experience matters will be final and no correspondence whatsoever will be entertained from bidders.

6. In the Last 3 years, the Bidder should have completed at least:
 - i. Three similar works/Services, each of value not less than **Rs. 02 Lakh** (OR)
 - ii. Two similar works/ Services each of value not less than **Rs. 3 Lakhs** (OR)
 - iii. One similar works/ Services of value not less than **Rs. 5 Lakhs**

Note: - Here for S.I no 5, Similar Service/works means Supply *of Water Tankers or relevant services/Works*

7. The Bidder should have an average Annual Financial Turnover of not less than **Rs. 5 Lakhs** during the last three financial years. The bidder should attach a copy of audited/ITCC Certificate for the last three financial years(**self-attested copy**).
8. The Bidder should submit: Income tax returns of the Last Three financial years Audited financial statements. (**self-attested copy**)
9. A declaration undertaking on the Letterhead of the Bidder/Agency that all the terms and conditions as given in the tender document are acceptable and the Agency has not been blacklisted by any of the organization at any point of time and no criminal case is pending against the said firm/agency (as per the template in **Annexure-III**) should be given.
10. Each page of the tender document along with all other submitted documents must be duly signed by **authorized signatory** with Bidder’s company seal and initial, otherwise, the document will be invalid. (power of attorney, if any, to be submitted)

5. EVALUATION PROCEDURE

1. At the first stage, the Technical Bids will be opened as per the specified date and time in the presence of Bidders, who may like to be present in the Purchase section of the Institute.
2. A Committee duly constituted by the Competent Authority would evaluate the Technical bids submitted by the Bidders.
3. Prior to the detailed evaluation, the Institute will determine the substantial responsiveness of each bid to the tender document. A substantially responsive bid is one which conforms to all the terms and conditions of the bidding/tender document and is without any material defects and deviations. Deviations from, or objections or reservations to critical provisions such as those concerning qualification/eligibility criteria, availability of facilities and amenities as needed, availability of government/statutory approvals and clearances, ready and explicit willingness to accept and honour the terms and conditions of contract etc. will be deemed to be material deviations.
4. If a bid is not substantially responsive, it will be rejected by the Institute and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
5. The Financial bids of those Bidders who are technically qualified in the Technical Evaluation only shall be opened, by giving prior intimation to the technically qualified bidder for date and time of Finance Bid opening.
6. The Financial Bids will be opened as per the specified date and time in the presence of Bidders, who may like to be present in the Purchase section of the Institute.
7. The Contract will be awarded to the L1 Bidder, i.e. the bidder who quotes least price among all the technically qualified bidders. The decision of the Director, IITDM Kurnool, Kurnool, Andhra Pradesh, is final in this regard.
8. The Bidder should quote their competitive price in the financial bid in figures as well as in words.
9. Tenders with revised/modified rates/offer after the opening of the tenders shall be summarily rejected and the entire Earnest Money Deposit (EMD) submitted with the tender shall be forfeited.
10. The tender is not transferable under any circumstances.
11. Telegraphic, conditional or incomplete tenders shall not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the Bidder.
12. Institute reserves the right to reject any or all the tenders at any stage or accept them in part or reject the lowest tender without assigning any reason thereof and the decision of the Institute in this respect shall be final.

6. DETAILED SCOPE OF WORK AND OTHER TERMS AND CONDITIONS

Delivery Period / Timelines

The deliveries must be adhered to on an “As and when required basis”. Time is the essence of the contract. It is mandatory for the bidders who respond to this bid to meet this condition.

Liquidated damages

The Institute reserves the right to impose ‘LD clause’ if the supplier fails to perform the contract within the specified period and can even terminate the contract on the whole or in parts thereof.

Locations for the supply/services

The bidders may note that the items covered by this document are required to be supplied at:

**IIITDM Kurnool,
Jagannathagattu, Dinnedavarapadu village,
Kurnool, Kurnool District,
Andhra Pradesh-518008.**

Indemnity

The vendor shall indemnify, protect and save IIITDM Kurnool against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc., or such other statutory infringements in respect of all the items supplied by them.

Bid Validity of both Technical and Financial Bids

Both the technical and financial bids shall remain valid for a period of 365 days after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected. In exceptional cases, the Bidders may be requested by the Institute to extend the validity of their Bids up to a specific period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid and also needs to extend the validity period of the Bid Security accordingly. In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for IIITDM Kurnool, the Bid validity shall automatically be extended up to the next working day.

Payment

Bi-monthly Payment against actual supply duly verified and acknowledged by the Estate Section and final acceptance by IIITDM Kurnool, on submission of Performance Guarantee of Rs. 5,000/- valid till warranty period plus a minimum of 2 months.

Penalty for delayed services / LD

- i) As time is the essence of the contract, the delivery period mentioned in the purchase order should be strictly adhered to. Otherwise, the LD clause will be applied/enforced.
- ii) If the supplier fails to supply, and fix the item as per specifications mentioned in the order within the due date, the supplier is liable to pay liquidated damages of 0.5% of the order value for the delay of every week or part thereof subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier.
- iii) IIITDM Kurnool reserves the right to cancel the order in case of delay and the contractor is not eligible for any damage from the Institute and contractor will forfeit his claim for EMD.

Purchaser’s right to vary quantities at the time of the award

IIITDM Kurnool reserves the right at the time of award of the contract to increase or decrease the quantity of items specified in the schedule of requirements without any change in price or other terms and conditions.

Jurisdiction

The disputes, legal matters, court matters, if any, shall be subject to Courts in the district of Kurnool Jurisdiction only.

Force Majeure

- a) IIITDM Kurnool may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that the delay, in performance or other failures to perform its obligations under the contract, is the result of a force majeure.
- b) If the due date of submission of tender/tender opening is declared a holiday for the Institute, the due date for submission of tender/tender will be extended to the same time on next working day.

Arbitration

All disputes of any kind arising out of supply, commissioning, acceptance, warranty maintenance etc., shall be referred by either party (IIITDM Kurnool or the bidder) after issuance of 30 days' notice in writing to the other party clearly mentioning the nature of the dispute and will be referred to the arbitrator to be nominated by The Director, IIITDM Kurnool. The venue for arbitration shall be Kurnool.

Acceptance of the terms and conditions of tender document

The bidders have to accept all the terms and conditions of this tender document and it is made known that the bidders quoting for this tender had impliedly accepted the terms and conditions of this tender.

Interpretation of the clauses in the Tender Document

In case of any ambiguity/dispute in the interpretation of any of the clause in this tender document, interpretation of the Registrar, IIITDM Kurnool shall be final and binding on all parties. The IIITDM Kurnool reserves the right to accept the offer in full or in parts or reject the offer summarily or partly without assigning any reasons.

Registrar

TECHNICAL SPECIFICATIONS**Supply of Water Tankers:**

The detailed specification is described below:

S. No	Description of the items with specifications	Quantity
1	Domestic water Supply in water Tankers of 4000 Liters Capacity to IIITDM Kurnool	500 No's

Documents having Corrections and Alterations shall not be accepted.

All the information furnished above should be supported by documentary evidence.

I / we accept all the terms and conditions of the tender notice.

Place:

Date:

Signature of the Tenderer with Seal

TECHNICAL BID (checklist)

(The Bidder may use the checklist below, to ensure that the tender submitted is complete in all respects)

Sl. No	Particulars	Yes	No	Document Page No
1	Self-attested copy of original tender document downloaded from either Central Public Procurement (CPP) Portal http://eprocure.gov.in/epublish/app or the Institute website www.iiitk.ac.in (self-attested copy)			
2	Self-attested copy of Technical Specifications (Annexure-I)			
3	Firm registration Certificate copy (self-attested copy)			
4	GST registration copy (self-attested copy)			
5	PAN card copy (self-attested copy)			
6	Self-attested copies of relevant work/purchase order(s)			
7	Self-attested copies of relevant work completion certificate(s)			
8	Self-attested copies of satisfactory performance certificate(s)			
9	Copies of last 3 years' Income Tax Saral form>Returns. (self-attested copy)			
10	Copies of last 3 years' audited financial statements issued from Chartered Accountant on his/her letterhead. (self-attested copy)			
11	Declaration in the format given by the Institute (Annexure-III)			
12	Power of attorney, if any, to be submitted (self-attested copy)			
13	EMD cover (Demand Draft/Banker's Cheque / EMD exemption declaration as per Annexure-IV)			Envelop-I
14	Financial bid cover (as per Annexure-V)			Envelop-III

Note:

- All the pages of the original bid document along with other hard copies should be **serially numbered**, and **document page numbers should be filled** in the above table.
- Bidders need to submit **self-attested** hard copies with relevant documents.

Name and Signature of the Bidder with stamp

DECLARATION

(To be provided on the letterhead of the Bidder and submit along with Technical bid)

To:

The Registrar

IIITDM Kurnool.

Jagannathagattu, Dinnidevarapadu,

Andhra Pradesh -518008.

Tender No: IIITDMKLN/2022-23/S&P/Estate/ Water supply By Tankers/31 Date: 17-2-2023

I/We, the undersigned, declare that:

1. I / We do hereby certify that our firm is not blacklisted and no enquiries / cases are pending against us by Govt. of India / Govt. of Andhra Pradesh or by any State Board Universities, since inception of the firm / company.
2. All the terms and conditions given in the tender document with reference to above, are acceptable to us.
3. I/We also certify that the information mentioned in the submitted documents is true and complete in any every respect and explicitly agree that in the case at a later date it is found out by the Institute (IIITDM Kurnool) that any details provided herein by us are incomplete/incorrect, any contract given to us may be summarily terminated forthwith, our firm may be blacklisted, and that the Institute may also initiate any other legal/penal proceedings, as deemed fit by it.

Date:

Place:

Signature:

Authorized Signatory Name:

Designation:

Company:

Contact No:

Company Seal

DECLARATION FOR EXEMPTION OF EMD

(To be provided on the letterhead of the Bidder and submit along with Technical bid)

To

The Registrar

IIITDM Kurnool.

Jagannathagattu, Dinnidevarapadu,

Andhra Pradesh -518008.

Tender No: IIITDMKNL/2022-23/S&P/Estate/ Water supply By Tankers/31 Date: 17-2-2023

I/We, the undersigned, declare that I/We are registered with MSME/NSIC and hence may be exempted, in view of submission of **Bid Securing Declaration**, from payment of EMD.

1. I/We accept that:

I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of five (5) years upon receipt of your Blacklisting Order and pay 5% on work order value / purchase order as a fine on the Use of Bid Securing Declaration if I/we have committed any of the following actions:

- i. Withdrawn or Modify my/our Bid during the period of bid validity required in the Bidding Documents; or
- ii. Fail or refuse to accept the award and enter into contract or perform any and all acts necessary to the execution of the Contract, in accordance with the Bidding Documents after having been notified of your acceptance of our Bid during the period of bid validity; or
- iii. Fail or refuse to submit a performance security before the deadline defined in the Bidding Documents.

Date:

Place:

Signature:

Authorized Signatory Name:

Designation:

Company:

Contact No:

Company Seal

Enclosure: Copy of MSME / NSIC registration certificate.

FINANCIAL BID

(To be provided on the letterhead of the Firm)

Tender No: IITDMKNL/2022-23/S&P/Estate/ Water supply By Tankers/31 Date: 17-2-2023

“Supply of Water Tankers at IITDM Kurnool, Kurnool, Andhra Pradesh.”

SI. No.	Description of item (s)	Quantity required	Rate per unit in Rs. (Including all)	Total Amount in Rs. (Including all)
1	Domestic water Supply in water Tankers of 4000 Liters Capacity to IITDM Kurnool. Note: Rate Quoted shall be Inclusive of GST, Transport/Delivery Charges etc	500 No's		
GRAND TOTAL				
In words:				

COMMERCIAL TERMS:

1. We hereby undertake that no extra charges on any account will be claimed except as mentioned above.
2. We hereby undertake to strictly abide by the Commercial and other terms laid down in the Tender.
3. No additional charges will be applicable.

[AUTHORIZED SIGNATORY]
NAME IN BLOCK LETTERS
SEAL OF THE TENDERER

Note: All applicable taxes will be deducted on basic value at the time of payment.

FORM FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

To,
The Director
IIITDM Kurnool

WHEREAS (Name and address of the Bidder) (Hereinafter called “the Bidder) has undertaken, in pursuance of the contract no..... Dated to supply (description of goods and services) (hereinafter called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee; NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no 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 supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. This guarantee shall be valid until the Day of 20

(Signature of the authorized officer of the Bank)
.....

Name and designation of the officer
.....

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

Important: (For issuance of IFN 760 COV Bank Guarantee Advising Message)

1. Beneficiary Bank Details: Bank Name: State Bank of India, Branch: Nandyal Road Branch Kurnool, IFSC Code: SBIN0021660)
2. The Supplier has to ensure issuance of IFN 760 COV BG Advising Message by the issuing bank in order to make the paper Bank Guarantee operative (Ref: GoI Ministry of Finance letter no.F.No.7/112/2011-BOA dated 08.03.2016).