

CODISSIA DEFENCE INNOVATION AND ATAL INCUBATION CENTRE

CODISSIA G.D. NAIDU TOWERS,
Huzur Road, Coimbatore-6410 018.
Phone: 0422-2221582, 2222409 Email: info@cdiic.in

TENDER NO. CDIIC/AIC-INFRA/059/2024-25

**FOR SUPPLY, INSTALLATION, AND COMMISSIONING OF
VRF/VRV AIR-CONDITIONER (14 HP 12 TR)
INSTALLATION AT:**

CDIIC, KALLAPALAYAM VILLAGE, SULUR TALUK, COIMBATORE DISTRICT.

VOLUME I

TECHNO-COMMERCIAL SPECIFICATION

IMPORTANT DATES OF TENDER

S.No.	Description	Date	Time
1	Calling for Tender	11.01.2025	
2	Bid Submission	03.02.2025	
3	Techno -Commercial Bid Opening	03.02.2025	
4	Price Bid Opening	Will be intimated to the qualified bidders separately	

By
The Director,
CODISSIA Defence Innovation and Atal Incubation Centre (CDIIC),
CODISSIA GD Naidu Towers, Huzur road,
Coimbatore-641 018
Ph.: 0422 222 2409

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CODISSIA G.D. NAIDU TOWERS,

Huzur Road, Coimbatore-6410 018.

Phone:0422-2221582, 2222409 Email: info@cdiic.in

TENDER No. CDIIC/AIC-INFRA/059/2024-25

Instructions to Vendor

1 Introduction:

The Director, CODISSIA Defence Innovation and Atal Incubation Centre (CDIIC) invites item rate bids from eligible bidders registered with the Governments/Semi Government organisations. Bidders are advised to note the minimum qualification criteria specified in Clause 18 of this document to qualify for the award of the contract FOR SUPPLY, INSTALLATION, AND COMMISSIONING OF VRF/VRV AIR-CONDITIONER (14 HP 12 TR) for Atal Incubation Centre of CDIIC, Supported by Atal Innovation Mission, NITI Aayog, and Government of India.

2 Scope of Supplies:

- a) The material shall be supplied in compliance to the specifications in Annexure-I & Annexure -II of Techno-commercial bid in Volume I of this tender document.
- b) The Technical specifications of the machines as mentioned in the Annexure I are the requirements of the tender, however higher specifications of the machineries may be considered subject to their cost economics. i.e., competitiveness in financial terms for the particular location.
- c) After the supply of machines as mentioned in the Annexure -I the bidder has to execute its installation, commissioning at the designated site in the location(s) and carryout the performance test within the quoted price. No extra cost shall be paid for this reason.
- d) After the installation & commissioning of the machine, *(if applicable) the training to the local trainer should be given for 6(six) working days where in the training about the machine operations, maintenance, information about Do's & Don'ts as well as trouble shooting and all other areas which are necessary for smooth functioning of machine shall be provided to at least three persons designated by purchaser, at site, by the bidder. No extra cost shall be paid to the successful bidder for imparting this training at purchaser's site(s).

3 Bidding Document:

- a. Complete bidding document - Softcopy of Tender document needs to be downloaded by interested bidders, from our website -<http://cdiic.in/tenders>
- b. Bidders may quote for any one or multiple machines.

4 Tender Document:

Tender documents downloaded from our website should be accompanied by Demand Draft of Rs. 1,000/- + (GST 18%) (Rupees One Thousand + GST only) for each item drawn in favour of “**CODISSIA Defence Innovation and Atal Incubation Centre**” payable at Coimbatore towards the cost of tender fee and GST (**Non-Refundable**). **The Tender fee is to be placed in a separate envelope while submitting the tender.**

5 Manner of submitting the Bids:

- a. Bidders are requested to send the tenders in duplicate in the schedule in a sealed envelope super scribed as Tender No. **CDIIC/AIC-INFRA/059/2024-25** addressed to The Director, CODISSIA Defence Innovation and Atal Incubation Centre (CDIIC), CODISSIA G.D. Naidu Towers, Huzur Road, Coimbatore- 641018 on or before Technical Bid Submission date.
- b. Bidders are requested to sign all pages of the bid document and submit the same with the Techno-commercial bid together with a Demand Draft / Bank Guarantee (DD/BG) for Earnest Money Deposit (EMD) and the EMD will not fetch any interest. **MSMEs** are exempted from payment of EMD as elaborately discussed in Para 13 (e) below
- c. The DD should be drawn in favour of “**CODISSIA Defence Innovation and Atal Incubation Centre**”, payable at Coimbatore. For Bank Guarantee format, refer **Annexure VII & VIII of Techno-Commercial Bid of CDIIC Tender Vol. I**
- d. Please note that bid documents submitted without Tender fee and EMD would be liable for outright rejection.
- e. **The Tender fee & EMD DD/BG Envelopes are to be placed separately in the Tender envelope (outer) while submitting the tender.**
- f. The Vendor must enclose the Tender which comprises all the documents referred to under “Documents required” of this document (Clause 19).
- g. Bids must be delivered to CODISSIA Defence Innovation and Atal Incubation Centre, CODISSIA, GD Naidu Towers, Huzur Road, Coimbatore-641018, Tel: - 0422-222 2409 on or before last date and the time mentioned in the Notification Page.
- h. From the time the Tenders are opened to the time the contract is awarded, the Vendor should not contact CDIIC on any matter related to its Techno- Commercial Bid and/or Price Bid.
- i. Any effort by a Vendor to influence CDIIC in examination, evaluation, ranking of Tenders or recommendation for Award of Contract shall result in rejection of the Vendor’s Bid.

6 Sealing and Marking of Tender

- a. The Vendor shall place in a **Sealed Envelope** (inscribed TECHNO-COMMERCIAL BID), hard copies of the Techno- Commercial Bid, which shall be inscribed as under:

Techno-commercial bid for CODISSIA Defence Innovation and Atal Incubation Centre

Tender No. CDIIC/AIC-INFRA/059/2024-25

Submitted by: _____ (Name of Vendor)

- b. The Vendor shall place in a Sealed Envelope (inscribed PRICEBID), hard copies of the Price Bid, which shall be inscribed as under:

Price Bid for CODISSIA Defence Innovation and Atal Incubation Centre

Tender No. CDIIC/AIC-INFRA/059/2024-25

Submitted by: _____ (Name of Vendor)

- c. The Vendor shall place (inscribed EARNEST MONEY DEPOSIT) the EMD in a **Sealed Envelope**, which shall be inscribed as under:

Earnest Money Deposit for CODISSIA Defence Innovation and Atal Incubation Centre

Tender No. CDIIC/AIC-INFRA/059/2024-25

Submitted by: _____ (Name of Vendor)

- d. The Vendor shall place (inscribed TENDER FEE) the Demand Draft for the Tender fee in a **Sealed Envelope**, which shall be inscribed as under:

Tender fee for CODISSIA Defence Innovation and Atal Incubation Centre

Tender No. CDIIC/AIC-INFRA/059/2024-25

Submitted by: _____ (Name of Vendor)

- e. The four sealed envelopes containing the Techno-commercial Bid, Price Bids, EMD and Tender fee of the Tender should thereafter be placed in an **outer envelope** which should also be sealed and marked on the outside as follows;

Tender for **CODISSIA DEFENCE INNOVATION AND ATAL INCUBATION CENTRE**

Tender No. CDIIC/AIC-INFRA/059/2024-25

To: The Director, CODISSIA Defence Innovation and Atal Incubation Centre, CODISSIA - GD Naidu Towers, Huzur Road, Coimbatore—641018. Phone No. 0422 -222 2409

- f. In addition to the above, the outer envelope shall also clearly indicate the name and address of the Vendor to enable the Tender to be returned unopened in case it is declared as a 'Late Bid'.

7 Bidding Procedure:

- a. Only the Techno-commercial bids will be opened on the time and date mentioned in Tender notification page of this tender
- b. Price Bids of those firms will be opened, whose technical bids are found complaint/suitable after the Purchaser does technical evaluation.
- c. The date & time of opening of the Price Bids will be intimated in advance through email to the successful Bidders whose offers have been found technically acceptable.
- d. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day or on any other day/time, as intimated by the Purchaser.

8 Clarification regarding the contents of the tender:

A prospective bidder who requires clarification regarding the contents of the bidding document shall notify the Purchaser in writing about the clarifications not later than 7 days prior to the date of opening of the bids. The queries and clarifications by the purchaser will be sent to all prospective bidders who have received the tenders.

9 Modification and withdrawal of Bids:

A bidder may modify or withdraw his bid after submission provided that a written notice modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids. A withdrawal notice in writing may be sent by email and should reach the purchaser not later than the deadline for the submission of bids. Withdrawal of a bid after the deadline for submission/during the bid validity period specified in the tender after opening of the techno-commercial bid will result in Bidders forfeiture of EMD.

10 Clarification regarding the content of the Bids:

During evaluation and comparison of bids, the Purchaser may, at his discretion, ask the bidder for clarification of his bid. The request for the clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11 Rejection of Bids:

Tender is liable to be ignored if complete information is not given therein or If the particular data (if any) asked for in the schedule to the tender, are not fully filled in conditional tenders will be rejected. Canvassing by the bidders in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD

12 Right of Acceptance of offer:

Purchaser reserves the right to accept or reject any or all the Tenders fully or partly without assigning any reasons and is not bound to accept the lowest bid.

13 Earnest Money Deposit (EMD)

- a) Tender must be accompanied by Earnest Money Deposit (EMD) of Rs.15000 /- (INR Ten Thousand only) in the form of **Demand Draft** in favor of “**CODISSIA Defence Innovation and Atal Incubation Centre**” payable at Coimbatore or in the form of **Bank Guarantee** (refer format in **Annexure VII-to Techno-commercial Bid of CDIIC Tender Vol I**).
- b) EMD shall be paid in the Indian currency only.
- c) The EMD of unsuccessful bidders will be returned on or before the 30th day after the award of the contract.
- d) The EMD for successful bidders will be returned without any interest whatsoever, after receiving the security Deposit / performance security from the successful bidder.
- e) EMD is exempted for Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy. The EMD (as per Clause 4 & 5 of ITT) / For claiming EMD exemption any of the following documents have to be submitted – Udyog Adhaar / Udayam Registration/EM2 Registration from DIC (District Industries Centre).

14 The EMD may be forfeited in the following conditions

- a) If any bidder withdraws his tender before the period of 45 days from the date of opening of Price bid or makes any modifications in the terms and the conditions of the tender which are not acceptable to the purchaser, then the purchaser shall, without prejudice to any other rights or remedy, be at liberty to forfeit the EMD.
- b) If the bidder fails to accept the order based on his bid and within the prescribed time.
- c) If the bidder fails to supply the machines as per the specifications and terms and conditions of the tender.
- d) If the bidder delays the supplies beyond the stipulated delivery time resulting in disruption of project.
- e) Bidder for any reason whatever, withdraws the tender after it is accepted or become unable or fails to execute the orders within stipulated delivery period
- f) Submission of misleading/contradictory/false statement or information and

fabricated/invalid documents is detected before or after the issue of order to execute the supplies.

- g) The successful bidder does not submit performance security within the prescribed time.

15 Signing of the Tender:

- a. The tender should be signed by a competent authority holding power of attorney to handle such job on behalf of tendering firm and the proof document must be submitted along with the Techno- commercial bid
- b. Individual signing the tender or other documents connected with a contract must specify whether he signs as:
 - (i) Sole Proprietor of the firm or constituted attorney of such Sole Proprietor.
 - (ii) A partner of the firm, if it be a partnership, in which case he must have authority to quote & to refer to arbitration dispute concerning the business of the partnership either by virtue of partnership agreement or a power of attorney.
 - (iii) Constituted attorney of the firm if it is a company.

16 Techno- commercial Bid:

- a. The Vendor shall carefully check the specifications and drawings and shall satisfy himself the suitability of the equipment being offered shall take full responsibility for the efficient operations and guarantee of specified output of the equipment offered.
- b. The offer should be complete in all respects along with supporting documents and technical literature like catalogue, test charts, list of customers of similar m/s, performance feedback reports from users etc.
- c. The Vendor is at liberty to offer alternate quotations for any modifications/substitutes he considers advisable giving full reasons in support thereof however it will not be binding on the purchaser to accept it in part or full.
- d. The offer should confirm to technical specifications and conditions of the contract. However, deviations if any, should be clearly brought out by the Vendors.
- e. The Vendor should invariably attach with their offer a clause wise compliance statement against all the parts of the tender in the specified format (See compliance to tender clause) stating where they meet the requirement in to and where and how deviate giving full details and remarks if any.
- f. The Vendor should certify in the techno-commercial bid that the price bid contains item wise price specified in the price bid format.
- g. In order that no clarification is needed after opening of Price bid of technically acceptable offers, it is essential that un priced price bid **(REPEAT UNPRICED)** will be signed and attached with the Techno commercial bid along with other terms and conditions.
- h. The Vendor shall inspect the site if considered necessary and shall satisfy him of the site conditions and shall collect himself any further information which he may require

before submitting the tender. Claims and objections due to ignorance of the site conditions will not be considered after submission of the tender.

- i. Incomplete offers or quotations are liable to be ignored.

17 Price bid:

- a. In the price bid, the Vendor shall include all the elements of cost of Equipment strictly as per the scope of supply & Services specified in technical specification. The price shall be item wise in accordance with and as stated in the specification. If the work is of turnkey nature, the Vendor will be responsible for complete execution of the Equipment including any civil/ electrical/instrumentation/mechanical works as specified in the scope of work.
- b. Rates for spares should be quoted separately item wise and not included in the price of the Machine. The Price quoted for spares by the firms will not be considered for deciding the ranking of the position of the firm
- c. In some cases, foreign plants suppliers stipulate that the purchase can be made through their Indian counterpart/collaborator (not agent). In such cases purchase can also be made against Rupee payment only for these machines against the offer from Indian Vendors but import clearance should be arranged by the Vendor and he should arrange inspection/training in India and provide after sales service.
- d. For machines, accessories, spares etc of indigenous source, the price shall be quoted in Rupees for delivery at destination basis wherein the taxes & Duties will be paid on actual against documentary proof.

18 Vendor Qualification Criteria:

- a. Technical Capacity:
 - i. The Vendor shall satisfy the purchaser that he possesses the necessary technical experience and qualification and that he has at his disposal suitable modern facilities and staff of specified nature to the latest engineering practice, the Vendor shall furnish necessary particulars in this behalf with the techno-commercial bid.
 - ii. Original Equipment Manufacturers (OEM) or Indian branch of foreign manufacturer with required after sales support service capability only are authorized to quote.
 - iii. It is essential that at least 10 similar Machine has been installed globally in last 5 years.
 - a. The Purchaser shall be at liberty to cancel the purchase order and also forfeit the EMD submitted by the bidder.
 - b. The Purchases shall also invoke the Risk purchase clause and buy the machine from the next lowest eligible bidder and recover the difference in the cost from the bidder.
- iv. Quotation without documentary evidence of previous supply order to other customer will be rejected.

b. Financial Capacity:

The Vendor shall produce satisfactory proof that his financial in a position to fulfill the contractual obligations offered to be undertaken by him, e.g. showing the average annual turnover during the last three years, values of orders executed by him during past 5 years etc.

19 Documents Required

- a) In case the bidder is Original Indian Equipment Manufacturer, the bidder is to submit a self-declaration on their letter head confirming that they are regular in manufacturing and supplying 10 similar machines, as asked in this tender, for the last 5 years.
- b) In case the bidder is Authorized Distributor/Dealer of Indian OEM, the bidder is to attach self-certified valid authorized distributorship/dealership license from OEM who should have valid ISO certificate and shall be engaged in regular manufacturing and supply of similar machine for the last 10 years. The distributors have to produce a certificate from the OEM to undertake repair of machine during warranty period.
- c) The bidder has submitted a copy of previous supply order for this machine for the requirement of clause no 18 (viii) above.
- d) Bids without documentary evidence of previous supply order to other customer will be rejected.
- e) Manufacturer should submit undertaking/commitment in writing on their company letter head, for efficient after sales service and supply of spare parts on payment basis for 10 years from the date of installation of machine.
- f) The Power of Attorney authorizing: (a) the signatories to the Tender; (b) one named representative of the Vendor to act on behalf of the Vendor in relation to CDIIC on all matters in connection with the Tender and Award of Order.
- g) Self-attested copy of GST registration certificate and Self-attested copy of valid PAN card.
- h) Duly completed Annexure to Technical Proposal.
- i) Any other documents specified in the Tender Dossier.

20 Documents Issued by CDIIC

- a) The Tender documents issued by CDIIC for the purpose of tendering, sometimes referred to the Tender Dossier are those stated below, and should be read in conjunction with any Addenda issued.

Volume I: **Techno-Commercial Bid**

Volume II: **Price Bid**

21 Clarification and Amendment of Tender Dossier

- b) The Vendor is expected to examine carefully all instructions, conditions, forms, terms and specifications in the Tender Dossier. Failure to comply with the requirements of the Tender submission will be at the Vendor's own risk.

- c) Prospective Vendors requiring any further information or clarification of the Tender Dossier may notify CDIIC in writing or by email at CDIIC's mailing address as given below.
The Director,
CODISSIA Defence Innovation and Atal Incubation Centre (CDIIC)
CODISSIA, GD Naidu Towers, Huzur Road,
Coimbatore-641 018.
Phone: 0422 222 2409.
Email: info@cdiic.in
- d) Each addendum will be notified in writing or by Email to all those who have been issued with the Tender Dossier. Each such addendum shall form part of the Tender Dossier, and Vendors are required to acknowledge receipt of each addendum and include them in Tender submission.
- e) Except for clarification or addendum as above, neither CDIIC nor the Engineer nor any of his employees or servants has any authority to make explanations or amendments to the Tender Dossier.

22 Compliance statement

Compliance statement (as per format in Annexure-V of Techno-Commercial Bid) needs to be submitted by Bidder along with the bid.

23 Tender Documents to be completed

- a. The Vendor must complete the Tender Forms, and the Parts and Summary of Price Schedules and Schedule of Rates and Prices, Forms in the Annexure to Techno-Commercial Bid (Volume I) in indelible ink or typescript in the original and all copies with the whole of the information and prices called for thereon.
- b. Each place provided for the purpose must be completed with the date, name (in capitals) and signature of the person or persons authorized to sign Tender documents and of the witness thereof.
- c. Every Tender Document, except that pertaining to the EMD, must be dated and signed by the same person or persons.
- d. Each page except for un-amended printed pages must be initiated by the person or persons signing the Tender.
- e. The Tender must contain no interlineations, erasures or overwriting except as necessary to correct the Vendor's own entries; each such correction must be initialed as above, and amendments of numerals must be in words.

24 Language

The Tender and all correspondence and documents related to the Tender exchanged between the Vendor and CDIIC shall be in the English language. Subsequent documents related to this tender, if any, will also be in the English language.

25 Alterations

No alteration should be made to the Tender Dossier other than filling the blanks intended to be filled.

26 Validity of Tenders

- a. Tenders must remain valid for Ninety (90) days after the date of Tender closing prescribed by CDIIC.
- b. CDIIC may solicit the Vendor's consent to an extension of the period of Tender Validity.
- c. The request and the reply must be in writing.
- d. If the Vendor consents, the validity of the Tender Security must, at the cost of the Vendor, be extended by the same period.
- e. A Vendor may refuse to consent an extension without its EMD being liable for forfeiture.
- f. A consenting Vendor will not be required or permitted to modify his Tender.

27 Delivery of Tenders and Deadline

- a. The outer envelope containing the Techno-Commercial and Price Bid further containing original and duplicate copies of the Tender must be delivered by registered post or handed over to CODISSIA Defence Innovation and Atal Incubation Centre on or before date provided in the page 1 of the techno-commercial bid. Tenders received after this time and date will be declared "Late" and shall be rejected and returned unopened to the Vendor.
- b. CDIIC may at its discretion, extend the deadline for the submission of Tenders by amending the Tender Dossier **in accordance with Clause 7 of these Instructions**, in which case all rights and obligations of CDIIC and Vendors previously subject to the deadline will thereafter be subject to the deadline as extended.

28 Modification and Withdrawal of Tenders

Before the latest day fixed for delivery of Tenders any Vendor may by written notice and without prejudice to himself withdraw, modify or correct his Tender after it has been delivered to CDIIC provided that the notice containing such "Withdrawal", "Modification" or "Correction" is sealed, marked as "withdrawal" or "modification" or "correction" respectively and delivered in accordance with the Instructions given in Clauses 8 and 21 of these Instructions.

29 Opening of Tender

Only the envelope containing the Techno-Commercial Bid will be opened at 05:30 pm.

on 03-02-2025 at the office of CODISSIA Defence Innovation and Atal Incubation Centre, Coimbatore.

30 Vendors may be disqualified for the Following Reasons

- i. Where the Vendor has not filled in a unit price for one or more items, then CDIIC has the right to reject the Tender, or to consider such (un-priced) items in the Tender, and the Vendor shall execute such un-priced items (if the Tender is awarded to him) at his own expense, as if the value of those omitted items was included in other prices elsewhere.
- ii. If the Vendor has priced any item which, in the opinion of CDIIC is wrong or excessive, then CDIIC may reject his Tender or decide upon a reasonable unit rate derived from comparison with other Tenders, and the Vendor shall have no right to object such action.
- iii. The Tender is delivered after the closing date and time given in Clause 9 & 27
- iv. The Tender does not comply with the Tender Documents in material points, e.g. the General Conditions of Contract, Technical Specifications, Compliance, etc.
- v. The Tender shows that the Vendor has not met certain qualification requirements.
- vi. The Vendor submits or participates in more than one Tender.

31 Evaluation of Techno-commercial Bid

- a) The Techno-Commercial Bid shall be evaluated and ranked based on the information submitted in the Techno-commercial Bid using the evaluation criteria and points system specified below. Each Techno-commercial Bid will receive a technical score.
- b) A Tender shall be rejected if the Techno-commercial Bid, after the evaluation as mentioned above does not achieve the minimum technical qualification mark of fixed by CDIIC.

Techno-commercial Bid may not be considered for evaluation in any of the following cases:

- c) The Techno-commercial Bid was submitted in the wrong format.
- d) The Techno-commercial Bid reached CDIIC after the submission closing time and date specified under 'Delivery of Tenders and Deadline' of this document.
- e) Firm should quote with make and model no. of machine.
- f) Techno-commercial bid of firm should contain complete information with make and model about software of machine.
- g) Appropriate brochures with clear pictures/standard views of machine, technical literature, catalogues and other data from the Manufacturer (with authorized signature and seal of the firm on the brochures/literature) in support of the specifications should be furnished along with the Techno-commercial bid. Quotation without documentary evidence for above may be rejected.

- h) Techno-commercial bid must provide compliance statement against each parameter clearly stating complied or deviated. If other specifications are used a comparative technical specifications sheet must be attached. Merely stamping on this scope of work will not be acceptable.
- i) Clarification/information asked by Purchaser should be provided in the set time limit, failing which the bid may be rejected.
- j) Bid should be valid for minimum 90 days.
- k) Techno-commercial bid should contain information regarding total weight, power requirement and machine external dimension of quoted machine.
- l) Techno-commercial bids do not have the necessary documentary evidence would be rejected straight away and no correspondence would be entertained in this regard.

32 Evaluation of Price Bid

- a) Price Bid will be checked for computational errors or material/component/accessories omissions, and prices will be corrected and adjusted as necessary.
- b) In the case of material/component/accessories omissions, the cost of the relevant. Price Bid will be increased or decreased by application of the highest unit cost and quantity of the omitted item as provided in the other submitted Price Bids.
- c) CDIIIC reserves the right to reject, at its sole discretion, any or all evaluated Price Bids and if necessary, call for submission of new Price Bids. In order to allow comparison on a common basis, each Price Bid will be carefully scrutinized and Evaluated for Tender Price for each Price Bid will be determined.

33 CDIIIC's Right to accept any Tender and to Reject any or all Tenders

CDIIIC's Right to accept any Tender and to Reject any or all Tenders without assigning any reason thereof CDIIIC reserves the right to accept or reject any Tender and to annul the Tendering process and reject all Tenders at any time prior to award of Bid, without thereby incurring any liability to the affected Vendor or Vendors or any obligation to inform the affected Vendor or Vendors of the ground for CDIIIC's action.

34 Notification of award

- CDIIIC shall notify, in writing the Vendor whose Techno-commercial Bids have been accepted, indicating the date, time, and location for opening of Price Bids.
- After the technical evaluation is completed, CDIIIC shall notify Vendors who's Bids did not meet the minimum qualifying technical mark or Vendors who's Techno-commercial Bids were considered non-responsive to the Tender requirements, indicating that their Price Bids will be returned unopened after completion of the selection process.
- Prior to the expiry of the period of bid validity, the purchaser shall notify the successful bidder, in writing, that its bid has been accepted. The notification letter shall specify the sum that the Purchaser will pay to the bidder in consideration of the supply of machines

with the details of selected machineries and equipment.

- The successful bidder shall acknowledge in writing to CDIIC, within seven days of the receipt of the Letter of Intent sent by CDIIC.

ANNEXURE -I

TENDER NO. CDIIC/AIC-INFRA/059/2024-25
VRF/VRV AIR-CONDITIONER (14 HP 12 TR) TECHNICAL
SPECIFICATION:

S. No.	DESCRIPTION	UNIT	QTY
OUTDOOR UNIT			
1	14 HP SIDE DISCHARGE VRF OUTDOOR UNIT	Nos	1
INDOOR UNIT- CASSETTE			
2	4.0 TR & ABOVE VRF/VRV CASSETTE INDOOR	Nos	1
3	2.0 TR & ABOVE VRF/VRV CASSETTE INDOOR	Nos	1
4	1.5 TR & ABOVE VRF/VRV CASSETTE INDOOR	Nos	1
5	0.8 TR & ABOVE COMPACT VRF/VRV CASSETTE INDOOR	Nos	4
6	WIRELESS REMOTE CONTROLLER	Nos	7
7	Y JOINT	Nos	6
LOW SIDE-PLUMING			
8	AC QUALITY, INSTALLATION, COPPER PIPING, SUPPORT ROD AND CHANNEL, DRAINPIPE PROVIDING, NITROGEN PRESSURE TESTING, LOWSIDE VACCUMIZING AND COMMISIONG OF SYSTEM	HP	14
9	COPPER PIPE (UNIT FEET)		AS REQUIRED
10	REMOVAL AND REINSTALLATION WORKS SPLIT AC, OUTDOOR UNITS AND STANDS		7 NOS

Scope of work includes removal & reinstallation if existing A/C & its accessories from CDIIC Hall C, CODISSIA & reinstallation at new location Kallapalayam as per the layout attached in the annexure.



13. Pre-Delivery Inspection

a)	The performance test and accuracy demonstration of the machine should be carried out at the supplier's site in presence of our representatives. The machine has to fully assemble and erected for this purpose, All the machine accuracies should be proven as the Technical detail in the documents *(if applicable)
----	---

14. Installation, Training & Commissioning

a)	The machine should be installed at our site by the bidder. Performance test and accuracy demonstration of the Machine should be carried out in the same way as mentioned above. *(if applicable)
b)	installation & Commissioning at free of cost of our Machine to be done at our Kallapalayam site, after the facilities are created.
c)	Extensive training (minimum 14 days) should be provided by your personnel at our site and also in the bidder's place after installation of the Machine. The training should cover application software and machine operation/basic maintenance / trouble shooting. *(if applicable)

15. Documentation

a)	All the data and results of testing and calibration of the Machine at supplier's site as well as at our site should be properly documented and supplied to us. Calibration certificates (traceable to national / international standard) of all the artefacts/reference standards, used for Machine calibration, should be provided to us. *(if applicable)
----	---

16. Service

a)	The supplier should have the company trained engineers stationed in India and should have technical expertise and trained personnel to render "After Sales Service" within 24 hours of request.
----	---

17. One-year comprehensive warranty

- a. For one-year comprehensive on-site warranty on complete set of equipment from the date of successful installation, commissioning and acceptance of the equipment at Purchaser site

that includes free maintenance of whole equipment supplied along with free replacement of spares. The firm should prove the conformance to the offered standard/calibration of the instruments.

b. The bidder has to declare exclusion of warranty components (if any) along with the tender document.

18. Manuals

It is specifically required that the vendor should supply complete hardware & software operational manuals in English language. Vendor should also provide service and maintenance manuals including complete circuit diagrams.

19. Annual maintenance contract (AMC)

Non-Comprehensive annual AMC with spare available and price break up of AMC for 5 years must be quoted separately. This AMC will not be taken into consideration while deciding lowest offer.

20. Power requirement, layout drawings:

Total weight, power supply requirement & layout drawings, any specific civil foundation requirements etc. showing overall dimensions shall be submitted.

21. Additional features:

Any specifications or features provided over and above the requirements of CDIIC should be clearly highlighted by the vendor in the following table and submitted with the bidding document:

S. No.	Additional Specifications/Features provided
1.	
2.	

Techno-commercial Bid Submission Form

Date :

To

The Director

CODISSIA Defence Innovation and Atal Incubation Centre

CODISSIA G.D. Naidu Towers

Huzur Road, Coimbatore 641 018

Phone: 0422 2221582, 2222409

Email: info@cdiic.in

CODISSIA Defence Innovation and Atal Incubation Centre

Tender No. **CDIIC/AIC-INFRA/059/2024-25**

Dear sir,

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Tender Documents, including Addenda
- (b) Our Tender should be valid for a period of 90 (Ninety) days from the date fixed for the Tender submission deadline in accordance with the Tender Documents, and it should remain binding upon us and may be accepted at any time before the expiration of that period;
- (c) If our Tender is accepted, we commit to accept terms with regard to Performance Guarantee in accordance with the Tender Documents.
- (d) We are not participating, as a Vendor, in more than one Tender in this Tender process in any conflict of interest with regard to the project;
- (e) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by CDIIC;
- (f) We understand that this Tender, together with your written acceptance thereof included in your notification of award, should constitute a binding contract between us.
- (g) We understand that you are not bound to accept the highest ranked Tender or any other Tender that you may receive;

- (h) We declare that the certified Photostat copies of documents and certificates submitted to support our Tender are true copies of the originals of such documents and certificates. Also in case of ISO 9001/ BS EN ISO 9001/ IS certificates, we confirm that we have verified that the certificate issuing authority has the accreditation to issue the same and the materials offered conform to the above ISO series certificate and the specified product standard certificate
- (i) We further agree to the right of CDIIC to debar us from participating in all future Tenders in the event that the copies of certificates or documents are found to be forged are tampered with.
- (j) We also undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988"
- (k) We hereby confirm that this Tender complies with the Eligibility, Tender Validity and EMD required by the Tender documents.

Dated this _____ day of _____ 2021 Signature
_____ in the capacity of

Duly authorized to sign the Tender for and on behalf of

(in BLOCK Letters)

Address :

Company Seal :

Witness 1

Name : _____

Address : _____

Occupation : _____

Witness 2

Name :

Address :

Occupation: _____

TENDER NO. CDIIC/AIC-INFRA/059/2024-25

Standard Terms and Conditions

1. Introduction

In view of high accuracy requirement, it is mandatory that machine should be assembled in original machine manufacturer's own plant. All the bought-out items should be of standard/OEM make.

In view of high accuracy requirement, it is mandatory that machine should be assembled in original machine manufacturer's own plant and also the critical items should be manufactured, tested and assembled inside the OEM plant as per ISO 230-2 standard

2. Price Basis

- a. Price is on F.O.R CDIIC Coimbatore basis.
- b. Consignee: CODISSIA Intec Technology Centre, Hall -C, G.V. Fair Grounds, Avinashi Road, Coimbatore – 641014.
- c. The price is firm till the completion of the contract, no price escalation on any account will be entertained

3. Delivery Schedule

- a) Time is the essence of the Contract. The Complete machine shall be supplied, erected and commissioned within 3 weeks to 4 weeks from the date of issue of supply order/purchase order.
- b) The supplier shall submit a Bar chart in this regard, showing detailed activities for execution of the order and their time schedule, for consideration of the purchaser. The supplier will be responsible for coordinated delivery and erection of the complete plant, equipment and materials from outside and from indigenous sources and he shall ensure deliveries in the sequence in which they will be required for the erection at site.
- c) The delivery quoted should be guaranteed and it should not exceed more than 3 months from the date of issue of the purchase order. The Contract can be cancelled unilaterally by the Purchaser in case the items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Purchaser, with applicability of LD Clause.

4. Delivery

- a. The material shall be inspected on receipt at site and bidder shall be responsible for any damage during the transit of machine / equipment.
- b. The supplier shall not arrange part shipments and/or trans-shipments without the permission of the purchaser.
- c. The insurance cover including insuring the goods against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery/installation & commissioning as well as natural calamities shall be obtained by the bidder in his own name than 20 days from the date of arrival of goods at destination shall notify the bidder of any loss or damage to the goods.

5. Payment Terms

- a. For Domestic supplies

- i. 100% payment, within 45 days, after successful commissioning & acceptance of equipment at CDIIC, Coimbatore, against submission of 10% Performance Bank Guarantee.

(Or)

- ii. 80% of the machine cost to be paid against delivery and acceptance by our officials within 45 days. Balance 20% of the machine cost along with Erection & Commissioning charges, if any, will be paid within 45 days after successful commissioning & acceptance of equipment by our officials at CDIIC, Coimbatore, against submission of 10% Performance Bank Guarantee.

- b. For imports,

- i. An Irrevocable unconfirmed Letter of Credit shall be established for 80% of machine cost 1½ months prior to shipment with and validity of 3 months (including the document negotiation period). This L/C will be negotiable against shipping documents.
 - ii. For the balance 20% of machine cost along with Erection & Commissioning charges, if any, an Irrevocable unconfirmed Letter of Credit shall be established 1 month prior to visit of the foreign technician (for commissioning) validity of 3 months (including the document negotiation period). This L/C will be negotiable against acceptance certificate and 10% Performance Bank Guarantee. All LC opening charges in India and outside India will be to the supplier's account. Loading for deviation on payment

6. Guarantees:

The supplier shall guarantee among other things the following

- a. Satisfaction of technical and other parameters mentioned in the specification of the contract and the tender
- b. Quality and strength of materials used in the manufacture of the equipment considering the applicable code of practice and regulation.

- c. Adequate factors of safety for all parts of the equipment to withstand the mechanical and /or electrical stresses developed therein under specific operating conditions.
- d. Performance data furnished /specified for the equipment should be obtainable when the equipment is installed and tested at site.

3. Warranty

- a) The supplier shall warrant the machine (including associated works carried out by the supplier) will be free from defects in design, material or workmanship. Suppliers' obligations under Warranty shall involve repair, rectification and making good at site any defect, imperfection or fault attributable to defective design, materials or workmanship. If the machine is found to have a defect that can be assumed to be present also in some other portion of the machine, the supplier shall investigate whether such further defect is present, and shall make good any further defects found.
- b) The supplier shall furnish Performance Bank Guarantee (PBG) for 10% of the contract Basic price valid for three months from the date of expiry of the warranty period.
- c) The following Warranty clause will form art of the contract with the supplier
- h) The supplier hereby warrants that the equipment /machine sals/supplied to the purchase under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications ad particulars contained in the said contract.
- i) The bidder shall further warrants that the equipment /machine sals/supplied to the purchase under this contract would continue to confirm to the specified description and quality and would be free from any non-conformity with the requirement of the contract (hereafter referred to as a defect) due to faulty design, materials or workmanship, for a period called warranty period or defect liability period as defined below.
12 (Twelve) months from the commissioning and final acceptance of the equipment / machine at the purchasers site".
- j) If the commissioning and acceptance of the equipment /machine is delayed due to the fault of supplier, the warranty period will automatically get correspondingly extended.
- j) Notwithstanding the fact that the purchase (or his representative) may have inspected and or/approved the machine, if any defect is discovered in the machine during the above said warranty period and the decision of the purchase in that behalf shall be final and binding on the supplier, the purchase shall be entitled to call upon the supplier to rectify such defect.

- k) The bidder shall offer on-site comprehensive warranty of machine for one year after the guarantee period of 1 year from the date of successful commissioning of machine at the designated location & shall cover each and every part of the machines including parts having limited life, etc. the purchaser shall pay any extra charges as per the purchase order terms.
- l) The bidder shall pay to the purchaser such compensations that may arise by reasons of the warranty therein contained but not attended by the bidder.
- m) If any part or parts fail or prove to be defective within the on-site warranty period specified above, owing to defect in design, material or workmanship, the bidder shall have to replace them at the place of installation without asking for any charges.
- n) During the warranty period, expert(s) shall be deputed at site by the bidder within three working days from the date of request from purchaser, to rectify and fix the defects of machines at the location where machine is supplied. The cost of deputation of expert(s) and any other associated expenditure shall be borne by the bidder.
- o) This warranty is not applicable if the defect attributable to normal wear and tear or incorrect operation or negligence or willful damage on the part of the purchaser.

4. Annual Maintenance Contract

The bidder shall cover the machines under Maintenance Contract for Five year after the expiry of warranty period on additional financial charges from purchaser as indicated in the Price Bid.

5. After Sales Services

- (i) The bidder shall ensure to render after sales services during the warranty period and in the period of Maintenance Contract to the satisfaction of purchaser.
- (ii) The bidder will depute their engineer within three working days to attend the service call received in writing from purchaser.
- (iii) Manufacturer should submit undertaking/commitment in writing for efficient after sales service and supply of spare parts free of cost during warranty period and on payment basis for 10 years from the date of expiry of the warranty period.

6. Manuals

The bidder to supply two (2) sets of Installation, Operation, Maintenance and Training manuals in hard format and one (1) soft format along with the machine(s).

7. Arbitration / Jurisdiction

Any Dispute which is not resolved amicably shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be Coimbatore, Tamil Nadu where the Authority has its headquarters and the language of arbitration proceedings shall be English.

8. Insurance

Insurance during transportation to be covered by the Vendor from the time of dispatch of asset till the completion of Installation at the Purchaser premise.

9. Performance Security/Security deposit

- a. The supplier will be required to submit a Performance Security/security deposit within 30days of from the date of receipt of the purchase order for the due performance of the contract the amount of performance security will be at 5% of the total cost and shall be held back as security deposit till successful installation, trial and training. The Performance security will be forfeited and en cashed by the Purchaser in the event of breach of contract by the seller.
- b. The failure to submit performance security may entail cancellation of the contracts and EMD will be forfeited. This amount /Bank guarantee shall be returned after 30 days after the completion of all contractual obligations of the supplier.

10. Risk Purchase clause:

- a. In case of failure to deliver the **Machine / Materials** or any installment thereof not been delivered within the time or times specified in the contract, or if defective delivery is made in respect of the stores or any installment thereof, the Purchaser shall after granting the seller 45 days to cure the breach, be at liberty. Without prejudice to the right to recover the liquidated damages as a remedy for the breach of contract, to declare the contract cancelled either wholly or to the extent of such default.
- b. In case of materials or any installment /thereof not been performed in accordance with the specification/parameters provided by the Purchaser during the check proof tests to be done in the Purchaser's country, the Purchaser shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default
- c. In case of a material breach that was not remedied within 45 days, the Purchaser shall having given the right of first refusal to the seller be at liberty to purchase, manufacture or

procure from any other source as he thinks fit, other stores of same or similar description to make good.

d. Such a default

- i) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.
- ii) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the supplier.

11. Performance Guarantee

- a. Indigenous cases: The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value on completion of the contractual obligations. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in the Annexure VII & VIII
- b. Foreign cases: The Seller will be required to furnish a Performance Guarantee by way of a Bank Guarantee from Seller's Bank through an **internationally recognized first class Bank in favour of the CODISSIA DEFENCE INNOVATION AND ATAL INCUBATION CENTER** to be confirmed by public sector bank or a private sector bank authorized to undertake government transactions (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) equal to 5(five percent)of the total value of this contract i.e. for US\$(US Dollars (in words) only). Performance Bank Guarantee should be valid up to **60 days beyond the date of warranty**. The Performance Bank Guarantee shall be considered open upon receipt by the Purchaser's Bank. In case any claims or any other contract obligations are outstanding, the Seller will extend the Performance Bank Guarantee as asked for by the Purchaser till such time as the Seller settles all claims and completes all contract obligations. The Performance Bank Guarantee will be subject to encashment by the Purchaser, in case the conditions regarding adherence to delivery schedule, settlement of claims and other provisions of the contract are not fulfilled by the Seller. The specimen of PBG is given in the Annexure VII & VIII

12. Liquidated damages (LD)

- a. In case the supplier fails in due performance of his contract, both supply and services within the time fixed by the contract or any extension thereof the contractor is liable at the discretion of the purchaser to a penalty up to 0.5% per week of the contract value appointed or extended time as the case may be and the actual time of acceptance, but such penalty/liability for the delay shall not in any case exceed 10% of the contract value of such portion of the materials.

- b. LD shall be levied for the period for which the supplier was responsible for the delay in delivery of materials and rendering services. LD shall be waived if reasons for delay are not attributable to the supplier.

13. Termination of contract:

Purchaser shall have the right to terminate the contract in part or in full in any of the following conditions:

- a. The supplier has failed to perform a substantial obligation under the contract after having been served a notice of failure and make good by purchase within a reasonable period.
- b. The supplier is declared bankrupt or becomes insolvent.
- c. The delivery of material is delayed due to the causes of Force Majeure for more than six months after the scheduled date of delivery.

14. Notices:

Any notice required or permitted by the contract shall be written in the English language and may delivered by personally or may sent by registered post/email addressed to the last known address of the party to whom it is sent. If any change of the communication address of the supplier shall be intimated to the purchaser in writing.

15. Patents and other industrial property rights:

The Prices stated in the contract shall be deemed to include all the amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The supplier shall indemnify the Purchaser against all claims from any third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The supplier shall be responsible for the completion of supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of supplies, irrespective of infringement of any or all the rights mentioned above.

16. Port of destination in case imports

- a. Port of Destination for Imports: Chennai, India. (For shipment through Sea)
- b. Destination for Imports: Coimbatore, India. (For shipment through Air)

17. Force Majeure

- a. Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract) , if the non-performance results from such Force majeure circumstances as War, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, earthquakes, explosions, epidemics, quarantine restrictions, strikes, lockouts, Flood, Fire, Earth quake and other acts of God, Military operation, blockade, acts or Actions of State authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of those circumstances and their consequences.
- c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party pf the beginning and cessation of the above circumstances immediately, but in any case not later that 10 (ten) days from the moment of their beginning.
- d. Certificate of chamber of commerce (Commerce and industry) or other competent authority of the respective country shall be sufficient proof of commencement and cessation of the above circumstances
- e. If the impossibility of complete or partial performance of an obligation lasts more than 6(six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30days tithe other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received. In case of such termination, no damages shall be claimed by either party against the other.

18. Inducements, Gratification etc

- a) The related laws of union of India apply to this Tender and any subsequent Contract, a copy of which is deemed to be in procession with all Vendors.
- b) In this context the Vendor must complete and sign the Declaration of Undertaking given in Annexure to Technical Bid in Volume I of Tender document.

Vendor Information Sheet

All individual firms partner of the bidding firm for this Contract should complete the information in this sheet.

Individual firm		
Name of firm/ partner		
Place of incorporation/ registration of firm		
Year of incorporation/ registration of firm		
Head Office Address (incl. Contact, Tel, Fax, Mail) of Firm		
Regional Office Address (incl. Contact, Tel, Fax, Mail) of Firm/ – if any		
Local Office Address (incl. Contact, Tel, Fax, Mail) of Firm/ – if any		
Main Lines of Business		
1.		Since :
2.		Since :
3.		Since :
4.		Since :
5.		Since :
6.		Since :

Notes: The Following documents should be attached -

- 1. In case of Individual Firm, articles of incorporation or constitution of the legal entity named above, in accordance with Clause 1 of this document*
- 2. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with Clause 1 of this document*

Relevant Experience

Vendor should provide information on their relevant work experience for this project limited to the below mentioned.

In case the bidder is Original Indian Equipment Manufacturer, the bidder is to submit a self-declaration on their letter head confirming that they are regular in manufacturing and supplying 10 similar machines, as asked in this tender, for the last 5 years.

Or

In case the bidder is Authorized Distributor/Dealer of Indian OEM, the bidder is to attach self-certified valid authorized distributorship/dealership license from OEM who should have valid ISO certificate and should be engaged in regular manufacturing and supply of similar machine for the last 10 years

Similar capability simultaneous machines have been installed globally during the last five years only. ***Previous supply orders to be attached.***

S. No.	Name of Organization	Date of Purchase	Location of Installation	Make & Model of machine supplied	Machine cost in Lakhs (INR)

Signature of Vendor/ Authorized Signatory

Compliance Sheet

S. No.	Para of tender	Details	Compliance to tender specification yes or no	In case of noncompliance Deviation from tender specification to be indicated in unambiguous term.

Letter of Affirmation

Date:

To

The Director,
CODISSIA Defence Innovation and Atal Incubation Centre,
Coimbatore.

Tender No. **CDIIC/AIC-INFRA/059/2024-25**

We, the undersigned, hereby well and truly affirm that the information provided in the Tender Documents and the supporting documentary evidence submitted along with the tender are true and correct to the best of our knowledge and belief.

We also affirm that our supplier of goods or works to this project is no bidder to consulting services for this project, either to the parent company or its affiliates.

We understand that, in the event it is proved that the documents submitted by us stated above are not authentic, fraudulent, falsified and forged or tampered to misrepresent facts or the supplier of goods or works is a bidder to consulting services of the project either as parent company or its affiliates, our tender will be rejected and the Tender security will be forfeited.

Authorized Signatory

Seal

Date

Bank Guarantee Forwarding Letter

ON BANK LETTER HEAD

Letter no. **UNIQUE BG REF NO**

Date:

To,

M/s. CODISSIA Defence Innovation and Atal Incubation Centre (CDIIC)
Coimbatore.

Bank Guarantee No. _____, dated _____

We are forwarding the Bank Guarantee (BG) _____/dated _____ for Rs. _____ (Rupees _____ Only) as follows :

We confirm that the signatories to the Bank Guarantee are authorized to do so on behalf of the Bank.

This Bank Guarantee should be valid up to _____ (date of expiry of BG as per sanction)

Any Claims, under this guarantee should be made in writing and reach us at the branch address given below on or before _____* (date of expiry of claim period i.e.12 months from the date of expiry of BG). after that date all your rights under this Guarantee should cease and we will be released and discharged of our liability forever irrespective of whether the original guarantee and amendments are returned to us or not.

All correspondences relating to this Bank Guarantee should be addressed to:

The Branch Manager,

(Bank name)

(Bank Address)

Regards,

Authorized Signatory

ANNEXURE- VIII

FORMAT OF BANK GURANTEE FOR EARNEST MONEY DEPOSIT (EMD)

BG No: _____
Issue Date: _____
Amount: Rs _____
Expiry Date: _____

ON RS.100/- STAMP PAPER

WHEREAS. _____ (vendor company name), a duly incorporated company under the provisions of company act 1956/2013 having its Registered Office is at _____ and administrative office at _____ (herein after called the "Vendor" which expression should unless repugnant to the context or meaning thereof, include its , administrators, executors and permitted assignees) has submitted his Tender dated _____ for the Tender No **CDIIC/AIC-INFRA/059/2024-25** (hereinafter called "The Contract") before CODISSIA Defence Innovation and Atal Incubation Centre, Coimbatore (hereinafter called "CDIIC" or beneficiary which expression should unless repugnant to the context or meaning thereof include its , administrators, executors and permitted assignees).

BG No: _____

Issue Date: _____

KNOW ALL PEOPLE by these presents that We M/s. _____ (name of bank) a duly incorporated scheduled commercial bank., being governed by the provisions of the Banking Regulation Act, 1949, having its Registered Office at _____ and having branches among other places one at _____ (hereafter called "the Bank" which expression should unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assignees) are bound unto CDIIIC, in the sum of Rs. _____ (Rupees. _____ Only) for which payment well and truly to be made to the said CDIIIC the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this ____ day of ____ (month) ____ (year)

THE CONDITIONS of this obligation are:

- (1) If after Tender opening the Vendor withdraws his Tender during the period of Tender validity specified in the Form of Vendor; or
- (2) If after Tender opening the Vendor does not accept the correction of errors in accordance with the Instructions to Vendors; or
- (3) If the Vendor having been notified of the acceptance of his Tender by CDIIIC during the period of Tender validity:
 - a. Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Vendors, if required; or
 - b. Fails or refuses to furnish the Performance Security, in accordance with the Instruction to Vendors:

We undertake to pay to CDIIIC. up to the above amount upon receipt of his first written demand, without CDIIIC having to substantiate his demand, provided that in his demand CDIIIC will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

BG No: _____

Issue Date: _____

This Guarantee will remain in force up to _____ and including 3 months after the deadline for submission of Tenders as such deadline is stated in the Instructions to Vendors or as it may be extended by CDIIIC, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date. "Notwithstanding anything to the contrary contained herein;

(i) Our liability under this Guarantee should not exceed Rs _____ (Rupees _____ only)

(ii) This Bank Guarantee should be valid up to _____ (date of expiry of BG as per sanction)

(iii) We are liable to pay up to the guarantee amount only and only if we receive from you a written claim or demand not later than twelve months from the said expiry date and all your rights under this guarantee should be extinguished unless the written claim or demand is received by us on or before _____ * (date of expiry of claim period i.e.12 months from the date of expiry of BG) and our liability under this guarantee should stand discharged irrespective of return of original Bank Guarantee by you

Issued at _____ . on this _____ day of _____ (month), _____ (year)

For
(Bank name & address)

For
(Bank name & address)

Authorized Signatory

Name:

Designation:

POA:

Authorized Signatory

Name:

Designation:

POA:

Declaration of Undertaking

To

The Director,
CODISSIA Defence Innovation and Atal Incubation Centre
Coimbatore

Tender No. CDIIC/AIC-INFRA/059/2024-25

The parties to the awarding procedure emphasize the importance of a free, fair and competitive awarding procedure that precludes abuse. In this respect our company thus far have not offered or granted any inadmissible advantages either directly or indirectly to public servants or other persons in connection with this Tender, nor should it offer or grant any such incentives or rewards in the present awarding procedure or, in the case of an award, during the subsequent execution of the Agreement.

_____ *[name of the company]* should inform the employees of their respective duties and their commitment to observe this self-imposed obligation and to abide by the laws of Union of India and countries of origin of procurements and services.

Authorized Signatory Seal

Date

FORMAT FOR WARRANTY BOND/PERFORMANCE BANK GUARANTEE

To,
The Director,
Codissia Defence Innovation and Atal incubation centre

Bank Guarantee No..... Dated,
Bank Guarantee Amount

Sir,

1. In consideration of the Director, Codissia Defence Innovation and Atal incubation centre, (hereinafter referred to as PURCHASER) having entered into a CONTRACT with M/S. (hereinafter referred to as CONTRACTOR) bearing the contract number..... Dated (hereinafter referred to as CONTRACT) for supply of (hereinafter referred to as the “Plant/Machinery”) we,..... (the Bank) hereby irrevocably undertake and guarantee to you to pay you all or any sum up to a maximum of , being 10% of the total price of CONTRACT to secure warranty obligations of the CONTRACTOR as per the CONTRACT.
2. In terms of the CONTRACT, the CONTRACTOR has guaranteed that the said Plant/Machinery has been built fully in accordance with the specification and it will operate as provided in the CONTRACT.
3. We hereby guarantee that we shall pay to you on demand and without demur the above mentioned sum, within three days of receipt of your written demand stating that there is breach of the warranty provisions of the CONTRACT on the part of the CONTRACTOR.
4. The guarantee shall be valid until three months after the warranty period as per the CONTRACT, i.e. up to (date), except in respect of defects that occurred prior to expiry of such date and notified to the CONTRACTOR as per contractual terms. Written request will be made by the CONTRACTOR to renew / extend the Guarantee prior to its expiry to cover the extended warranty for defects.
5. We undertake to effect payment upon receipt of such written demand, notwithstanding any dispute or disputes raised by the SELLER in any suit pending before the Court, Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.
6. We further agree that the decision of the PURCHASER as to whether there is breach of the warranty provisions of the CONTRACT on the part of the CONTRACTOR shall be final, binding and conclusive so far as we are concerned. Any approval or acceptance by the PURCHASER of the Plant/Machinery or materials or components incorporated therein shall not in any way limit the liability of the CONTRACTOR.
7. We shall not be discharged or released from the guarantee by any arrangement made between the PURCHASER and the CONTRACTOR with or without our assent or by any alteration in the obligations undertaken in the said CONTRACT or any forbearance regarding payment, time, performance or otherwise. In any case, our guarantee is limited and shall not exceed the above-mentioned amount.

8. The guarantee is being furnished for release of 90% of the total contract price to the CONTRACTOR, after adjusting any amount due to the PURCHASER if any, as per the CONTRACT.
9. This guarantee shall not be discharged due to change in the constitution of either the Bank of the CONTRACTOR.
10. We, Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the PURCHASER in writing.

Yours faithfully,

For

.....

.....Bank

(Authorized

Signatory)

Place : -----

Date :

Seal of the Bank

FORMAT FOR SECURITY DEPOSIT/CONTRACT PERFORMANCE BANK GUARANTEE

To,
The Director,
Codissia Defence Innovation and Atal incubation centre

Bank Guarantee No..... Dated
Bank Guarantee Amount

Sir,

11. In consideration of P The Director, Codissia Defence Innovation and Atal incubation centre, (hereinafter, PURCHASER).Whereas you (the “PURCHASER”) have entered into a contract No. dated (hereinafter referred to as the “said Contract”) with M/S. (hereinafter referred to as the SELLER) for supply of goods as defined in the said Contract and whereas the SELLER has undertaken to produce a bank guarantee for 5% of the total price of CONTRACT value amounting to (amount of the guarantee in figures and words) to secure its obligations to PURCHASER in accordance with the said Contract.
12. We (the Bank) hereby expressly, irrevocably and unreservedly undertake and guarantee as principal guarantor on behalf of the SELLER that we will pay to you on your demand declaring the SELLER to be in default under the said Contract, without demur or contest, all and any sum up to a maximum of Rupees only. Your written demand shall be conclusive evidence to us that such payment is due under the terms of the said Contract..
13. We undertake to effect payment upon receipt of such written demand, notwithstanding any dispute or disputes raised by the SELLER in any suit pending before the Court, Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.
14. We shall not be discharged or released from the undertaking and guarantee by any arrangement or variations made between the you and the SELLER, indulgence to the SELLER by you or by any alterations in the obligations of the SELLER or by any forbearance whether as to payment, time, performance or otherwise.
15. In no case, shall the amount of this guarantee be increased.
16. This guarantee shall remain in full force and effect until 90 days beyond the warranty period as specified in the contract i.e. up to..... (expiry date) [or until the PURCHASER has signed the Final Acceptance Certificate (FAC)and has received the contractually agreed warranty Bond as per the said Contract] . In case of delay in fulfillment of obligations by the seller, the expiry date shall be extended by us as per the intimation from the SELLER.
17. Unless a demand or claim under this guarantee id made to us in writing on or before the aforesaid expiry date of extended expiry date, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

18. This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the Bank or in the constitution of the SELLER.
19. We lastly undertake not to revoke this guarantee during its currency except with the previous consent of the PURCHASER in writing.

Yours faithfully,
For

.....
.....Bank
(Authorized
Signatory)

Place : -----

Date :

Seal of the Bank

-----End of the Document-----