

# NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA, SURATHKAL

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## EOI & RFP/ TENDER DOCUMENT

Tender Notification No: R&C/ CoE/ 168

Date: 08-10-2021

Name of Service	Setting up of Industry supported CoE for imparting high end Skill training, promoting Industrial Consultancy and Industry oriented Research.
Estimated Cost	Total project cost should not exceed Rs. 200 crores. Minimum 80% contribution should be from the Industry/ Technology partner including GST
Bid Document Download Start Date	08-10-2021; 5:00 PM
Online Bid Submission Start Date	08-10-2021; 5:00 PM
Online Bid Submission End Date	28-10-2021; 5:00 PM
Address for Submission of Tender	<a href="https://eprocure.gov.in/">(https://eprocure.gov.in/)</a>
Date of opening of technical bid	29-10-2021; 5:00 PM
Contact details	Prof. U. Shripathi Acharya, Dean (R&C), NITK, Surathkal' Email: <a href="mailto:dean.rc@nitk.edu.in">dean.rc@nitk.edu.in</a> Phone: 0824-2473005



# NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA, SURATHKAL

POST SRINIVASNAGAR, MANGALURU – 575 025

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## **NOTICE INVITING e-TENDER (e-NIT)**

The National Institute of Technology Karnataka, Surathkal (in short – NITK, Surathkal) is an Institute Of National Importance Under Ministry of Education, Govt of India, imparting Technical Education and engaged in Research Activities. It is proposed to procure the service of Setting up of Industry supported CoE for imparting high end Skill training, promoting Industrial Consultancy and Industry oriented Research.

Online EoI & RFP/ Tender (<https://eprocure.gov.in/>) is invited for the following items in **two cover system** (i.e., Technical bid and financial bid) subject to the following terms and conditions, from the reputed authorized agencies to reach ONLINE on or before scheduled date and time. The tender (Technical bid) will be opened online on the due date as mentioned. Bidders can verify their bid status through online portal <https://eprocure.gov.in/>. The financial bid of only such bidders whose technical bid is accepted shall be opened on the same day or later pre-informed date.

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<b>Contact details</b>	<b>Prof. U. Shripathi Acharya, Dean (R&amp;C), NITK, Surathkal' Email: <a href="mailto:dean.rc@nitk.edu.in">dean.rc@nitk.edu.in</a> Phone: 0824-2473005</b>

Sd/-  
Dean(R&C)

## SECTION 1 A: - PROCEDURE FOR SUBMISSION OF E-TENDER

### Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submit their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

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

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

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

### **PREPARATION OF BIDS**

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

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

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

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

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

### **SUBMISSION OF BIDS**

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in

- time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
  3. Bidder has to select the payment option as “offline” to pay the tender fee / EMD (Bid Security Declaration) as applicable and enter details of the instrument. Otherwise, the uploaded bid will be rejected.
  4. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as the name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
  5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
  6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of the bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system-generated symmetric key. Further, this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
  7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
  8. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
  9. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid.

This acknowledgement may be used as an entry pass for any bid opening meetings.

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

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

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

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

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

### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal, in general, may be directed to the 24x7 CPP Portal Helpdesk.

**Invitation for Expression of Interest (EoI) and Request for Proposal (RFP) for selection of Technology Partner to setup a Center of Excellence for imparting High-end Skill Training, Industrial Consultancy & Research Work in the Fields of Product Digitalization, Process Digitalization, Advanced Analysis, Factory Automation, Prototyping and Mechatronics**

**National Institute of Technology Karnataka, Surathkal**  
**NH 66, Srinivasanagar, Mangalore-575025**  
Phone: (0824) 2474505  
Email: [dean.rc@nitk.edu.in](mailto:dean.rc@nitk.edu.in), [director@nitk.ac.in](mailto:director@nitk.ac.in),

**RFP No: No. R&C/ CoE/ 168**

**Date: 08-10-2021**

The Director, NITK Surathkal invites proposals from eligible firms for “Selection of a Technology Partner to set up a Center of Excellence for Research & Development and imparting high- end skill training in the **fields of Product Digitalization, Process Digitalization, Advanced Analysis, Factory Automation, Prototyping and Mechatronics.**

1. The Participating Agencies must fulfill the following pre-requisites:

<b>S. No</b>	<b>General Conditions</b>
1	The Technology Partner (TP) should be a company recognized for providing technological products in the technology areas listed in the Technical Section 4. They may execute the task of setting up the CoE through their Authorized Partner. The chosen Authorized partner would be designated as the Execution Partner (EP).
2	The Technology Partner (TP) and the Execution partner (EP) should be entities registered in India under the Companies Act/ LLP Act/ Societies Registration Act or as a Trust.
3	The Technology partner should have been in existence for at least ten years
4	The Technology partner (TP) or the Execution partner (EP) should not have been blacklisted by any Government/ Department/ Body.

2. Interested firms shall submit the EOI and RFP in the prescribed format on or before **5:00 pm on 28-10-2021**
3. The duly filled proposal in proper format should be submitted through CPPP. Each page of the proposal should be signed by the competent authority of the applicant.
4. All amendments, time extension, clarifications etc. will be uploaded on the website only and will not be published in newspapers. The bidders should regularly visit the website to keep themselves updated.

**Key dates:**

<b>Sl.</b>	<b>Description</b>	<b>Important Information</b>
1.	Date of Invitation for proposals	<b>08-10-2021; 5:00 PM</b>
2.	Due date for downloading the documents	<b>08-10-2021; 5:00 PM</b>
3.	Due date & time for submission of proposals	<b>28-10-2021; 5:00 PM</b>
4.	Date of opening of response to RFP	<b>29-10-2021; 5:00 PM</b>
5.	Declaration of Final shortlisted Agency (Estimated)	<b>On or before 05-11-2021</b>

**Sd/-**

**Dean (Research and Consultancy)**

**National Institute of Technology Karnataka, Surathkal,**

**Srinivasanagar-575025, Mangalore, Karnataka**

**Email: dean.rc@nitk.edu.in**



## **Expression of Interest (EoI) and Request for Proposal (RFP):**

**EOI and RFP for selection of Technology partner to set up a Center of Excellence for imparting High-end Skill Training, enabling Industrial Consultancy and supporting high end Research in the fields of Product Digitalization, Process Digitalization, Advanced Analysis, Factory Automation, Prototyping and Mechatronics.**

**National Institute of Technology Karnataka  
Surathkal, Mangalore-575025**

**Issued on: 08-10-2021**

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## Section 1. Introduction

### **Scope of the Project**

**NITK, Surathkal is inviting Expression of Interest from Technology Providers to setup a Center of Excellence (CoE) that focuses on upcoming manufacturing technologies related to Product Digitalization, Process Digitalization, Advanced Analysis, Factory Automation, Prototyping and Mechatronics. The CoE shall be setup in the available buildings with a maximum floor space of 9,000 Sq. Feet.**

This would be a turnkey project where the Technology Provider will be responsible for the supply of the technological product / lab Hardware and software as well as commissioning of entire hardware/ software set up. The Technology Partner in association with the Execution partner (if any) should run the laboratories set up under this turnkey project along with the institute faculty for a period of two (2) Years. The equipment and software installed under this project must be state-of-the-art and industry relevant and should cater to the current and futuristic requirements of the industry. The CoE will be under the overall administration of NITK, Surathkal.

NITK, Surathkal will provide building space to setup the Center of Excellence. The Technology Provider (Technology Partner) should provide a grant of at least 80% on total project value and the balance will be funded by the Institute. The total project value should not exceed Rs. Two hundred (200) crores. The Technology Partner once selected must sign a Memorandum of Agreement (MOA) with the Institute. The services proposed in the CoE can be provided directly by the Technology Partner or through their authorized Execution Partner.

The Center of Excellence should be an interdisciplinary, industry backed center focused on developing skill and excellence in the fields of **Product Digitalization, Process Digitalization, Advanced Analysis, Factory Automation, Prototyping and Mechatronics**. Through training and implementation of industry-relevant technology and processes, the center should facilitate the creation of a multi-disciplinary learning environment across Technology and Engineering. The Centre should possess the necessary infrastructure and expertise to train students to adapt to the need of industries to be ever-evolving and help build skills around collaboration and innovation. The center should leverage the Technology Partner's capability to draw upon the expertise from various areas of Automotive, Aerospace, Defense and Industrial Machinery. The Technology Partner should also work to connect the Institute to organizations operating in the fields of Industrial Engineering, Aerospace Industries, Automotive Industries, Mechatronics Industries etc. with the aim strengthening the Industry-Institute connect.

### **Objective**

The COE should bridge the skill gap of faculty and students vis-à-vis industry needs and impart state-of-the-art industry-oriented training to help foster significant innovation and learning in technical education. It should give exposure to the state-of-the-art technologies prevailing in Industry to the students and faculty members. It should also assist the institute to bridge the Industry Institute connect.

The mission of the Center of Excellence is to promote implementation and advancement of knowledge in the domains of **Product Digitalization, Process Digitalization, Advanced Analysis, Factory Automation, Prototyping and Mechatronics** through research and education partnership with the industry. The following key points must be addressed in the proposed CoE:

- The center is being set up with the aim of conducting Industry connected skill development programs, Industrial Consultancy and Industry focused Research and Development projects. An MoA will be signed with the selected Technology Company after completion of the bidding process.
- This center should be on Build, Operate and Transfer (BOT) Mode.
- All the Hardware should be of industrial standards.
- The software should not be restricted to educational limits. It should be equipped with industrial features allowing the Institute to offer Industrial consultancy and research as well, apart from the skill development.
- The Technology Partner can depute their authorized partner (Executing partner) for executing the COE in terms of installation of hardware/ software and running the center on a day to day basis. However, the identities of the Technology Partner and Execution partner should be clearly specified in the proposal.

In this EoI/ RFP, NITK, Surathkal invites a potential Technology Partner to set up a Center of Excellence in Industry 4.0 specializing in **Product Digitalization, Process Digitalization, Advanced Analysis, Factory Automation, Prototyping and Mechatronics** with NITK, Surathkal to address needs of Skill Development, Consultancy and Industry focused Research in the areas listed below:

1. Automotive Technologies
2. Aerospace & Defense Technologies
3. Digital Factories
4. Industrial Automation
6. Factory Automation
7. Prototyping
8. Mechatronics

## Section 2. Instructions to Technology Partner (ITL) and Data Sheet

### A. General Provisions

<b>1 Definitions</b>	<p>1.1. “Applicable Guidelines” means the policies of Ministry of Education (MoE, formerly MHRD) governing the selection and Contract award process as set forth in this RFP.</p> <p>1.2. “Applicable Law” means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.</p> <p>1.3. “Client” means National Institute of Technology Karnataka, Surathkal.</p> <p>1.4. “Technology Partner (TP)” means a legally- established firm or an entity that is contracted under this Contract.</p> <p>1.5. “Contract” means a legally binding written agreement signed between the Client and the TP and includes all additional documents as may be specified by the Client.</p> <p>1.6. “Data Sheet” means an integral part of the Instructions to TPs (ITL) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over- write, the provisions of the ITL.</p> <p>1.7. “Day” means a calendar day.</p> <p>1.8. “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the TP, Sector Partner or Consortium member(s).</p> <p>1.9. “Government” means the Government of India.</p> <p>1.10. “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p> <p>1.11. “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract.</p> <p>1.12. “ITL” (this Section 2 of the RFP) means the Instructions to TPs that provides the TPs with all information needed to prepare their Proposals.</p> <p>1.13. “Non-Key Expert (s)” means an individual professional provided by the TP or its Sector Partner and who is assigned to perform the Services or any part thereof under the Contract.</p> <p>1.14. “Proposal” means the response to this Request for Proposal” submitted by the TP.</p> <p>1.15. “RFP” means the Request for Proposals to be prepared by the Client for the selection of TP.</p> <p>1.16. “Services” means the work to be performed by the TP pursuant to the Contract.</p> <p>1.17. “TOR” means the Terms of Reference that explain the objectives,</p>
<b>2 Introduction</b>	<p>2.1. The Client (NITK, Surathkal) named in the Data Sheet intends to select a TP in accordance with the method of selection specified in the Data Sheet.</p>

	<p>2.2 The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected TP.</p> <p>2.3 The TPs should familiarize themselves with the local conditions and take them into account in preparing their Proposals,</p>
<b>3. Conflict of Interest</b>	<p>3.1 The TP is required to provide services, at all times holding the interest paramount, strictly avoiding conflicts with other assignments its own corporate interests and acting without any consideration for future work.</p> <p>3.2 The TP has an obligation to disclose to the Client any situation of or potential conflict that impacts its capacity to serve the best interest its Client. Failure to disclose such situations may lead to disqualification of the TP or the termination of its Contract sanctions by the Client.</p> <p>3.3 Without limitation on the generality of the foregoing, the TP shall not hired under the circumstances set forth below:</p> <p>3.4 Conflict among projects: The TP will not setup similar COEs at a vicinity of 200KM or less from the location of the client.</p> <p>3.5 Conflicting Relationship: Relationship with the Client's staff: a TP (including its Experts) that has a close business or family with a professional staff of the Client, who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference the assignment, (ii) the selection process for the Contract, or (iii) supervision of the Contract, may not be awarded a Contract, unless conflict stemming from this relationship has been resolved in a acceptable to the Client t h r o u g h o u t t h e selection process and the execution of the Contract.</p>
<b>4. Corrupt and Fraudulent Practices</b>	<p>4.1 Client requires compliance with its policy with regard to corrupt and fraudulent practices.</p> <p>4.2 In further pursuance of this policy, TPs shall permit and shall cause Experts, Partners, sub-contractors, services providers or suppliers to permit the Client to inspect all accounts, records, and other relating to the submission of the Proposal and contract performance case of an award), and to have them audited by auditors appointed by Client.</p>
<b>5. Eligibility</b>	<p>5.1 The Client permits TPs (individuals and firms, including Joint and their individual members) from all countries to offer services this contract unless otherwise blacklisted</p> <p>5.2 Furthermore, it is the TP's responsibility to ensure that its experts, venture members, partners, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the requirements as established in this document.</p> <p>5.3 Government owned enterprises or institutions in India shall be eligible to offer services only if they can establish that they (i) are financially autonomous, (ii) operate under commercial law, and (iii) they are not dependent agencies of the Client. To establish the government-owned enterprise or institution s h o u l d relevant documents (including its charter) sufficient to demonstrate it is a legal entity separate from the government; it does not receive any substantial subsidies or budget support; it is not obligated</p>

	<p>pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority</p> <p>5.4. Government officials and civil servants in India are not eligible to be included as Experts in the TP's Proposal unless such engagement does not conflict with any of the provisions of this engagement or employment or other laws, regulations, or policies of India.</p>
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## **B. Preparation of Proposal**

<b>6. General Consideration</b>	6.1. In preparing the Proposal, the TP is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
<b>7. Cost of Preparation of Proposal</b>	7.1. The TP shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the TP.
<b>8. Language</b>	8.1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the TP and the Client, shall be written in the English.
<b>9. Documents Comprising the Proposal</b>	9.1. The Proposal shall comprise the documents and forms listed in the Data Sheet.
<b>10. Proposal Validity</b>	<p>10.1. The Data Sheet indicates the period during which the TP's Proposal must remain valid after the Proposal submission deadline.</p> <p>10.2. During this period, the TP shall maintain its original Proposal without any change.</p> <p>10.3. If it is established that any Key Expert nominated in the TP's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.</p>
<b>Extension of Validity Period</b>	<p>10.4. The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all TPs who submitted Proposals prior to the submission deadline to extend their Proposals' validity.</p> <p>10.5. If the TP agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>10.6. The TP has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>



<p><b>11. Clarification and Amendment of RFP</b></p>	<p>11.1. The TP may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposal's submission deadline. Any request for clarification must be by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond by standard electronic means. If the Client deems it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p>
	<p>11.2. At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment by standard electronic means and the amendment will be posted in the website of NITK, Surathkal.</p> <p>11.3. If the amendment is substantial, the Client may extend the proposal submission deadline to give the TPs reasonable time to take an amendment into account in their Proposals.</p> <p>11.4. The TP may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Proposal shall be accepted after the deadline.</p>
<p><b>12. Proposal Format and Content</b></p>	<p>12.1. The proposal shall be as per the formats included in this RFP (Section-4).</p>
<p><b>13. Commercials</b></p>	<p>13.1. The minimum contribution from the Technology Partner should be 80% of the project value. The balance will be contributed by the Client. The project value will not include the infrastructure cost provided by the Client.</p>
<p><b>14.Revenue Sharing</b></p>	<p>14.1. CoE will be used to conduct different training programs, Industrial Consultancy and research work. The Institute will have full share/rights on the revenue generated and IPR out of these activities.</p>

**C. Preparation of Proposal**

<p><b>15. Submission, Sealing and Marking of Proposal</b></p>	<p>15.1. The TP may submit a signed and complete Proposal comprising the technical bid and price bid documents and forms.</p> <p>15.2. The Technology Partner can also authorize their Execution partner to submit a signed and complete proposal comprising of the documents and forms on their behalf.</p> <p>15.3. An authorized representative of the Technology partner or the Execution partner shall sign the original submission letter in the required format for the Proposal and shall initial all pages of both the Submission letter and Proposal. The authorization shall be in the form of a written authorization letter specific to the Proposal.</p> <p>15.4. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the proposal.</p> <p>15.5. The proposal shall consist of the Technical bid and the Price bid. The Technical bid and the Price bid will be separate documents.</p>
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	<p>15.6. The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.</p>
<p><b>16. Confidentiality</b></p>	<p>16.1. From the time the Proposals are opened to the time the Contract is awarded, the TP should not contact the Client on any matter related to its Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the TPs who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.</p> <p>16.2. Any attempt by TPs or anyone on behalf of the TP to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing Client’s sanctions procedures.</p> <p>16.3. Notwithstanding the above provisions, from the time of the Proposal’s opening to the time of Contract award publication, if a TP wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>
<p><b>17. Opening of Proposals</b></p>	<p>17.1. The Client’s evaluation committee shall conduct the opening of the Proposals in the presence of the TPs’ authorized representatives who choose to attend (in person). The opening date, time and the address are stated in the Data Sheet.</p> <p>17.2. At the opening of the Proposals the following shall be read out: (i) the name and the country of the TP or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) any modifications to the Proposal submitted prior to proposal submission deadline.</p>
<p><b>18. Proposal Evaluation</b></p>	<p>18.1. The TP is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Proposals.</p> <p>18.2. The Client’s evaluation committee shall evaluate the Proposals based on their responsiveness to the Terms of Reference and the RFP, applying the pre-qualifying criteria, evaluation criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p>

#### **D. Negotiations and Award**

<p><b>19. Negotiations, if needed</b></p>	<p>20.1. The received bids would be evaluated for the quality of the proposal, contribution by Industry and cost to the Institute according to norms specified in GFR-2017. The firm whose bid receives the highest points (marks) in this evaluation will be invited to sign the Memorandum of Agreement (MoA) with the Institute.</p> <p>20.2. The negotiations, if needed will be held at the date and address indicated in the Data Sheet with the TPs representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the TP.</p> <p>20.3. The Client shall prepare minutes of negotiations that are signed by the Client and the TPs authorized representative.</p>
<p><b>a. Availability of Key Experts</b></p>	<p>20.3. The invited TP shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations. Failure to confirm the Key Experts' availability may result in the rejection of the TPs Proposal and the Client proceeding to negotiate the Contract with the next-ranked TP.</p> <p>20.4. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the TP, including but not limited to death or medical incapacity. In such case, the TP shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>
<p><b>b. Technical negotiations</b></p>	<p>20.5. The negotiations include discussions of the Terms of Reference (TOR), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract.</p>
<p><b>20. Conclusion of Negotiations</b></p>	<p>21.1. The negotiations will be concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the TPs authorized representative.</p> <p>21.2. If the negotiations fail, the Client shall inform the TP in writing of all pending issues and disagreements and provide a final opportunity to the TP to respond. If disagreement persists, the Client shall terminate the negotiations informing the TP of the reasons for doing so. The Client will invite the next-ranked TP to negotiate the Contract. Once the Client commences negotiations with the next-ranked TP, the Client shall not reopen the earlier negotiations.</p>
<p><b>21. Award of Contract</b></p>	<p>22.1. After completing the negotiations, the Client shall sign a Memorandum of Agreement (MoA) with the TP as per the instructions in the Data Sheet; and promptly notify the other shortlisted TPs.</p>

<b>23.Termination</b>	23.1 The Institute reserves the right to terminate the RFP for gross negligence, willful misconduct, fraud, violation of applicable laws, or any reason which adversely affects the establishment of Centre of Excellence.
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## E. Data Sheet

A. General		
<b>ITL Clause</b>		
<b>1</b>	<b>Name of the Client:</b> National Institute of Technology Karnataka, Surathkal, NH 66, Srinivasanagar-575025, Mangalore	
<b>2</b>	<b>Name of the assignment:</b> Selection of a Technology Partner (TP) to set up a Center of Excellence for imparting high-end skill training, performing industry consultancy and research in the fields of Product Digitalization, Process Digitalization, Advanced Analysis, Factory Automation, Prototyping and	
B. Preparation of Proposals		
<b>3</b>	Language to be used: English	
<b>4</b>	<b>Proposals must remain valid for 90 (ninety) calendar days after the proposal submission deadline</b>	
<b>5</b>	<b>Clarifications may be requested no later than 4 (Four) days prior to the submission deadline.</b>	
<b>6</b>	<u>The contact information for requesting clarifications is:</u> Dean (Research & Consultancy) National Institute of Technology Karnataka, Surathkal, Srinivasanagar-575025, Mangalore, Karnataka, India Phone: (0824)-2473005 Email: <a href="mailto:dean.rc@nitk.edu.in">dean.rc@nitk.edu.in</a>	
C. Submission, Opening and Evaluation		
<b>7</b>	<b>The TP or their authorized Execution partner must submit :</b> Proposal should consist of technical bid and price bid. In case of the Execution partner, then the Technology Partner should submit their authorization letter.	
<b>8</b>	<b>The Proposals must be submitted no later than: Date and Time: 28-10-2021, 5:00 PM.</b>	
	<b>Any queries may be addressed to</b>	
	The Dean (R&C) National Institute of Technology Karnataka NH 66, Srinivasanagar-575025, Surathkal, Mangalore, India Email: <a href="mailto:dean.rc@nitk.edu.in">dean.rc@nitk.edu.in</a>	
<b>9</b>	<b>Date and Time of bid opening: 29-10-2021, 5:00 PM</b>	
<b>10</b>	<b>Criteria, sub-criteria, and point system for the evaluation of the Full Proposals:</b>	
	<b>Sl.</b>	<b>Evaluation Metric</b>
	<b>Documentary Proof</b>	
	1	Technology partner Authorizing their Executing partner
	2	TP and Executing Partners should be such entities registered in India under the Companies Act/ LLP Act/ Societies Registration Act or as a
		Authorization letter from the Technology partner
		Certificate of Incorporation / Registration Certificate

3	TP should have been in existence for at least 10 years.	<p>The Certificate of Incorporation of the TP should be submitted. The Technology Partner must have a Turnover of at least Rs. 100 cr. Per year in India in the each of the last 3 years.</p> <p>The Technology Partner must have registered office in India and must have global presence in at least 50 countries.</p>
4	TP and Executing partner should not have been blacklisted by any Government/ Department/ Body.	Self-declaration to be provided by TP and the Executing partner.
5	Existing COE Setups	<p>The Technology Partner must have similar experience of setting up COE's for at least 5 years. The Technology Partner should have executed minimum 20 such COE's within India. A minimum three (03) CoE's should be with Centrally Funded Technical Institutions (CFTIs) and at least 15 CoE's with state Government institutions. A copy of agreement/MoA entered into with a minimum of two CFTIs must be submitted. Please note that the Technology Partner participating must be the same as mentioned in the copies of agreement submitted. Technology partner must have a R&amp;D Facility in India and have their direct and own training centers for some of the proposed labs.</p>
6	Domain Expertise	<p>The Technology Partner should be in the domain, in at least 70% of the mentioned labs as per the technical scope and offering proprietary items in these labs completely manufactured by them. Barring utilities such as computer, UPS, compressor, stabilizer, the primary equipment/ software in 70% of the labs must be a product owned by the Technology Partner. Out of the balance labs the Technology Partner must offer components that are used in the equipment. This is to ensure that the Technology partner has rich experience in all the domains in which the laboratories are being established. Hence, the Technology partner must be an outstanding player with global presence in the technology domains specified by the institute.</p>
7	Training Expertise of Executing Partner (if Any)	The Executing Partner should be a company working in the field of skill development and training for a period of at least five (5) Years.
8	Certification	The MoA should also allow the client to use the Technology partner's Logo while awarding training certificates to the trainees.

	9	e-Learning (Courseware)	The e-Learning (Courseware) materials should be a solution/product developed and owned by either the Technology partner or the Executing partner.
	10	Customer Feedback	Customer feedback on the COE in the form of appreciation letters or public domain information such as website/published report on similar COE should be submitted. If Website is being provided, then the link to the site along with snapshots of different pages of the website should be provided. By similar CoE, it means that the CoE being shown should have established at least 70% of the labs listed in the scope of supply.
<p>The proposals submitted by the interested parties who clear the pre-qualification round only will be evaluated as per the criteria provided below:</p> <p><b>Evaluation Criteria (100 Points)</b></p> <p><b>A. Profile of the TP (10 points) (maximum two pages)</b></p> <ul style="list-style-type: none"> <li>● An additional one-page profile for the Execution partner (if applicable) to be attached.</li> <li>● Details about the business clients (national and international) that the TP is closely engaged with in various capacities in the different sector.</li> <li>● The TP / Execution partner should be able to show a continuous and on-going effort to use state of the art equipment/ machines/ tools as part of routine business activities.</li> <li>● Details about the existing training infrastructure available with the TP or their Execution partner.</li> <li>● Details of curriculum of its 3 best-in-class training programs with a clear indication of modules that are taught practically. Should include details such as the job profile, number of trainees trained, employed and relevance of the courses.</li> </ul> <p><b>*Note:</b> Wherever the technology partner / Execution partner has relevant experience in training and skill development, this can be highlighted.</p> <p><b>B. Technical Proposal of TP/Execution partner (60 points)</b></p> <ul style="list-style-type: none"> <li>● The technical proposal will be evaluated on the basis of Section 4 requirement.</li> <li>● The entire scope must be offered by one party – Technology Partner and their Authorized Execution Partner</li> <li>● Additional scope will not be considered in the evaluation</li> </ul> <p><b>C. Past Performance of TP and Execution Partner (if Any) (30 Points)</b></p> <ul style="list-style-type: none"> <li>● All the conditions must be met for the Technical Partner</li> <li>● All the conditions must be met for the Execution Partner (if any)</li> <li>● If there is an Execution Partner, 5 points will be allotted to the Execution Partner out of the 40 Points</li> </ul>			



	<p>Those parties (firms) who secure at least 75% of the points in the Evaluation Criteria A+B+C above will be shortlisted. The price bids of these parties will be opened for scrutiny. The price bids of other parties will not be opened.</p> <p><b>The Industry partner will be chosen by following the Quality and Cost based Selection (QCBS) rule specified in GFR 2017 in which the quality of the proposal, quantum of Industry contribution and the quantum of Institute Contribution will be suitably assessed and weighted.</b></p> <p>The bidder (firm) securing the highest points (marks) in this evaluation will be declared the winner and would be invited to sign the MoA.</p>
<b>D. Award of Contract after Evaluation and with due approval of authorities.</b>	
11	<b>Expected date for award of contract:</b> It will be notified to the selected TP/ EP
12	<b>Expected date for the signing of the MoA:</b> It will be notified to the Selected TP.

**Section 3. Proposal – Standard Forms**  
**Details of forms to be submitted**

**A. PROPOSAL SUBMISSION FORM**

[Location, Date] To,  
The Director,  
National Institute of Technology Karnataka  
Surathkal, Srinivasanagar-575025, Mangalore

Dear Sir/ Madam,

We, the undersigned, intend to participate as a Technology Partner (TP) for setting up of Center of Excellence in accordance with your Request for Proposal dated [Insert Date].

We will/ (Our execution Partner will) submit proposal and execute it.  
{Insert a list with full name and the legal address}.

We have attached a copy {insert: “Authorization letter”} authorizing our Channel partner to execute the project.

**(Choose the correct option)**

We hereby declare that we have read the Instructions to TP included in the RFP, and abide by the same, and specifically to conditions mentioned in Instruction to interested parties. [In case of any declaration, reference to concerned document attached must be made]. We hereby declare that all the information and statements made in this Proposal are true and we accept that any misleading information contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to sign the MoA and initiate the project as per the timelines prescribed.

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

- B. Authorization letter from the technology partner to the Execution partner (firm can use its own format to prepare this document)**
- C. Certificate of registration/ incorporation of the Technology Partner and execution partner (firm can use its own format to prepare this document)**
- D. Self-Declaration against blacklisting of TP and the Execution partner (firm can use its own format to prepare this document)**

## **Section 4. Technical Scope**

### **Concept**

The overall plan, as part of this program is to encourage a TP to setup a Centre of Excellence (CoE). The CoE is being setup to offer an interrelated high technology, modular, skilling facility and offer demand driven courses.

The CoE, to be designed by the TP, is envisioned to be setup as a State of the Art Centre of Excellence (CoE) in which the TP brings in their best in class equipment/ tools/ machines/ simulators (commonly referred to as equipment) to be used for training purposes. The COE will be located in an appropriate space offered by the client. The CoE will be managed professionally by the TP for the first two years. The infrastructure for the CoE will be made ready by the client as per the specifications given by the TP and the Execution Partner.

The CoE will run under the overall operational management of the TP / EP/ Institute. The Execution Partner (EP) (if any), under the Guidance of the TP, will be responsible for devising and implementing a two-year rolling plan and ensuring that the CoE is constantly upgraded and provides a high technology ecosystem for skilling/ up- skilling/ re-skilling/ cross-skilling and multi-skilling. The Execution Partner, under the Guidance of the TP, will be expected to assist the client to mobilize students for training which will help generate revenues at the CoE which can help offset the overall costs of the CoE.

Overall administrative, quality and financial responsibilities including the management of the CoE, marketing, branding, placement, costing of courses, management of hostels, course content, pedagogy, funding etc. will be the responsibility of the Client. The Client may engage with, invite and sign MoUs with industries (such as equipment manufacturers, software developers, tool and device manufacturers that service the sector) and continuously engage with the industries to ensure that the CoE remains relevant at all times.

### **Role of the TP and their Execution Partner**

The role of this TP and their Execution Partner shall include the following:

1. To design the CoE and to develop a two-year strategic rolling plan for the CoE along with the client and be responsible for implementing the plan.
2. Identify and formulate training programs to develop skills in futuristic/ disruptive technologies and associated skill sets required for industry ready.
3. To develop courses, course content, course work, manuals, standard operating procedures and standards, disseminate the same with the overall intent of improving the skill sets of individuals.

4. To impart high-end skills (and not generic skills) to Students, unemployed individuals and employed individuals (looking to up skill/ re-skill themselves).
5. To conduct train the trainer programs.
6. To conduct need based/ on-request training programs to cater to specialized requirements of corporate, and to generate revenue through these programs.
7. To carry out assessment, certification of trainees.

**Details of Laboratories to be set up**

<b>S. No.</b>	<b>List of Labs</b>
<b>1</b>	<p><b>Product Digitalization Lab</b>            The Product Digitalization Lab should consist of advanced Computer Aided Design Software, Computer Aided Manufacturing software, Composites Design &amp; Additive Manufacturing Software. These Solutions assist the students to understand engineering design and manufacturing. This Lab should support every aspect of product development, from concept design through engineering and manufacturing. Program CNC machine tools, control robotic cells, drive 3D printers and monitor quality using one software system. The computer aided manufacturing software should streamline and automate NC programming, while reducing cycle time, using powerful, application-specific tools. From 2.5-axis machining and mold manufacturing, to simultaneous 5-axis milling. Additive manufacturing Software should provide the ability to manufacture highly complex designs with features like optimized surfaces and lattice structures. AM solutions should allow you to design and print complex geometries at scale. It should support widest range of 3D Printing Hardware on the market. It should print plastic or metal, fixed-plane, or multi-axis, on a desktop or industrial machine and should support 3MF and STL data standards for export to printers.</p> <p>The Lab would cater to the following areas:</p> <ul style="list-style-type: none"> <li>-Industrial Design &amp; Styling</li> <li>-Package Design</li> <li>-Mechanical Design</li> <li>-Composites Design</li> <li>-Electromechanical Design</li> <li>-Mechatronics concept Designer</li> <li>-Mechanical Simulation</li> <li>-Electromechanical Simulation</li> <li>-Tooling &amp; Fixture Design</li> <li>-CNC Machining</li> <li>-Quality Inspection</li> <li>-Design for Additive Manufacturing</li> </ul> <p>Minimum Quantity: 20 seats</p>
<b>2.</b>	<p><b>Process Digitalization Lab</b>            The Process Digitalization Lab should consist of comprehensive portfolio of digital</p>

	<p>manufacturing solutions that support to digitalize manufacturing. With Digital Manufacturing software, it should provide synchronization between product engineering and manufacturing engineering. The Lab should also consist of Product Lifecycle Management Software which will allow students to learn how to take control of data and processes, including 3D Designs, documentation, and bill of materials. It should also consist of manufacturing operations management that supports advanced planning and scheduling software.</p> <p>The Lab would cater to following areas:</p> <ul style="list-style-type: none"> <li>-Human-Centered Design and Planning</li> <li>-Offline Program Robotics &amp; Automation</li> <li>-Assembly Simulation for Virtual Process Verification</li> <li>-Optimize logistics &amp; material flow</li> <li>-Commission automation systems virtually</li> <li>-Manufacturing Data &amp; Process Management</li> <li>-Mechanical Design Management</li> <li>-Electrical Design Management</li> <li>-Bill of Materials Management</li> <li>-Change Management</li> <li>-Model Based Systems Engineering</li> <li>-Advanced Planning &amp; Scheduling</li> </ul> <p>Minimum Quantity: 20 seats</p>
<b>3</b>	<b>Advanced Analysis Lab (Software / Hardware)</b>
	<p><b>Advanced Analysis Lab (Software)</b></p> <p>The advanced analysis lab Software should consist of a comprehensive, fully integrated CAE solution for complex, multidisciplinary product performance engineering. The 3D CAE Products, that can import geometry from any CAD source and prepare analysis models in a unified environment for a wide range of CAE methods including finite element, boundary element, computational fluid dynamics, and multi-body dynamics. It should have advanced 3D modeling capabilities and simulation solvers that cover a comprehensive range of physics. It should offer interior and exterior acoustic simulation within an integrated solution. A unified and scalable modeling environment combined with efficient solvers and easy-to-interpret visualization capabilities enables to quickly gain insight into the acoustic performance. The CFD software should support minimum 50 HPC tokens.</p> <p>The Lab would cater to following areas:</p> <ul style="list-style-type: none"> <li>-Acoustic Simulation</li> <li>-Aerostructures Simulation</li> <li>-Composites Simulation</li> <li>-Computational Fluid Dynamics Simulation</li> <li>-Durability Simulation</li> <li>-Dynamics Simulation</li> <li>-Electromagnetic Simulations</li> <li>-Motion Simulation</li> <li>-Multiphysics Simulation</li> <li>-Structural Analysis</li> <li>-Thermal Simulation</li> </ul>

	<p>-1D Simulation -Topology/geometry optimization</p> <p>Minimum Qty: 20 seats</p>
	<p><b>Advanced Analysis Lab (Hardware)</b> The Advanced Analysis Lab Hardware should consist of a complete, integrated solution for test-based engineering, combining high-speed multi-physics data acquisition with a full suite of integrated testing, analytics, and modeling tools for a wide range of test needs. Designed to make individual users and complete teams more efficient, the software supports future-focused testing departments by offering the right balance between ease-of-use and engineering flexibility and by closing the loop with simulation. The Lab would cater the following areas: -Acoustic Testing -Structural Dynamics Testing -Rotating Machinery Testing -Structural Testing</p> <p>Minimum 40 channel Signal Control &amp; Data Acquisition system along with 20 users Testlab Software to be provided in this lab.</p>
4	<p><b>Factory Automation Lab</b> The Automation Lab imparts skills &amp; knowledge on complete Factory Automation with PLC, HMI, SCADA and Industrial Communication-Networking. It imparts training on concept of Automation, programming of PLC, Screen designing, setting up communication with PROFINET, Diagnostic &amp; troubleshooting strategies.</p> <p>This Lab should consist of minimum six industry standard PLC Kits along with SCADA &amp; HMI, and minimum six users of Advanced PLC Software package.</p>
5	<p><b>Mechatronics Lab</b></p> <p>The Mechatronics lab brings together four disciplines, namely Mechanical, Electrical, Electronics &amp; Communication and Computer Science. It should consist of a modular manufacturing system or a mini factory like setup. The areas such as Pneumatics &amp; Hydraulics, Sensors, Communication Protocol, PLC programming, PLC Networking using profibus and profinet are covered in the laboratory. The lab imparts individual handling of the Modular System consisting of Feeder Station, Inspection Station, Buffer Station, Processing Station, Sorting Station, and integration of all the stations.</p> <p>Minimum two Mechatronics kits to be provided in this lab.</p>
6.	<p><b>Prototype Lab</b></p> <p>The Prototype Lab consist of 3D Coordinate Measuring Machine and 3D Scanner. 3D CMM Machine should provide proven design with all granite construction for stable performance, wrap around air bearing construction for high acceleration and stability. 3D Scanner Software should include along with scanner, which takes raw data collected and transforms into a finished model. Fill holes, simplify the mesh, apply texture – all of it should be done in this program. It should allow to adjust texture,</p>

	brightness, switch between tracking modes (geometry, markers, or texture) and regulate sensitivity parameters to capture difficult objects.  One industry standard 3D scanner and one industry standard CMM machine to be provided in this lab.
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**Note: All Software Licenses offered should be floating license type and perpetual in nature. If any software is subscription based, it should be offered for a minimum of four years from the time of installation. The subsequent annual renewal charges should be specified for a minimum period of two years.**

Scope of Services:

<b>S. No</b>	<b>Description</b>
1	<p><b>Project Management</b>            After the MoA is signed and PO is released, the Partners should work closely with NITK, Surathkal in planning and execution of the COE. The partners (TP and EP) should</p> <ul style="list-style-type: none"> <li>- Should define the delivery timelines.</li> <li>- Should work closely with the NITK, Surathkal for the site readiness</li> <li>- Would be responsible for commissioning of all the items and ensure the entire lab is up and running.</li> <li>- Conduct Train the Trainer programs</li> <li>- Conduct One Industry Seminar every Semester</li> <li>- Support NITK, Surathkal in the conduction of regular workshops for its students as well as registrants for training/ skilling programs from academia and industry.</li> </ul>
2	<p><b>E-learning courseware</b>            A complete list of interactive E-Learning covering the below topics should be also provided along with the entire setup. The courses should be clearly broken down into Number of hours, designed in a structured manner which will allow the trainees to pick courses at different levels.</p> <p>All the Software courses under this category should possess online version.</p> <p>The Digital library should be a collection of Reference, Learning and Training material for the proposed Digital Twin Platforms. This library should be applicable to all engineering levels – Universities, Institutions, Polytechnics, Training Centers and Corporate learning centers.</p> <p><b>Comprehensive Coverage</b>            The Digital Library should offer a wide range of content in the proposed Labs. The content should align with current industry demands and oriented to build skills while enhancing learning. Students can access the content across different branches of engineering and application.</p> <p><b>Access at Fingertips</b>            The E learning courseware should provide multiple contents accessible from any computer in NITK, Surathkal. Students should be able to learn at their pace. Multiple students should be able access the same content from a Digital Library unlike a book which will have limited number of copies.</p> <p><b>Interactive Content</b>            The content should be highly interactive and interesting. Using this Multimedia Digital Library students should be able to understand various concepts with the help of rich Graphics, Animations, Videos and Voice over.</p> <p>The courses should be to be managed by a Learning Management System (LMS).</p>



	<p><b>Learning Management System – Features required are</b></p> <ul style="list-style-type: none"> <li>● Friendly and attractive user interface with a 3-tier architecture for managing clients</li> <li>● Dashboard for viewing all relevant information on the platform in one glance (for each tier above)</li> <li>● Comprehensive reports, based on users, courses, and enrolments</li> <li>● Ability to add varied types of content, including PPT, PDF, videos, assignments, etc.</li> <li>● Availability on mobile and tablet devices</li> <li>● Batch user import (for adding a large number of users to the LMS in one go)</li> <li>● Support for learning best practices such as spaced retrieval</li> </ul> <p>It should be possible to generate the following reports from the LMS:</p> <ul style="list-style-type: none"> <li>● MIS on number of courses conducted.</li> <li>● Course wise enrolment.</li> <li>● Preferred Courses</li> <li>● Enrollment Vs Successful Completion</li> <li>● Categorization of trainees – students/ faculty / industry / specialization</li> </ul> <p><b>e-Learning Content</b> to be offered for the following technologies:</p> <ul style="list-style-type: none"> <li>● Product Design / Engineering Design</li> <li>● Computer Aided Manufacturing</li> <li>● Engineering 3D Simulation</li> <li>● Digital Manufacturing</li> <li>● Product Lifecycle Management</li> </ul>
3	<p><b>Lab Management</b></p> <ul style="list-style-type: none"> <li>● The COE should work in the BOT Model (Build, Operate and Transfer Mode) for a period of 2 years.</li> <li>● At least 4 Engineers with mix of experience must be deputed for this period for individual labs who will be the technical resource for the respective labs.</li> <li>● The Engineer’s activities are to conduct training activities, support faculty members technically in research and industrial consultancy.</li> <li>● The engineers should have good written &amp; oral communication, domain expertise, flair for teaching &amp; conversant with engineering software.</li> <li>● Senior Trainers should have minimum graduate or post graduate qualification in engineering and minimum 3-4 years of experience.</li> <li>● Trainers should have minimum Diploma or Graduate qualification in engineering and 2-3 years of experience.</li> <li>● There should also be a center coordinator deputed by the technology partner or executing partner who would be supervising the activities like enrollment of students, certification for students, Seminars and conferences being conducted, Maintenance of reports of the center Activity.</li> </ul>

## SCOPE OF WORK

- TP and their Execution Partner (if any) should provide the following –
- Managing the equipment in the lab and conducting the skill training programs
  - Ensuring trainer availability for the training programs
  - Provide update course material.
  - Maintain the equipment for the duration of the BOT period

TP and their Execution Partner (if any) will manage the labs assigned by performing the following activities –

### **COURSES SCHEDULING AND IMPLEMENTATION OF TRAINING PLAN**

The TP and their Execution Partner (if any) shall be responsible for scheduling, conducting Training. TP and their Execution Partner (if any) will present the schedule to the Project Manager of the institute and get it approved and declare it.

The Technology Partner and the Execution Partner (if any), with the assistance of NITK, Surathkal will market the course and enroll the participants and schedule participants and other activities essential to training.

Training plan, including procedures for course enrolment, reporting of course progress, course completion and certification, monitoring of the training program, training records will be carried out jointly by NITK, Surathkal, the Technology partner and the Execution partner.

### **TRAINING METHODOLOGY**

TP and their Execution Partner (if any) should use digital material to teach theory, to make the understanding easy. TP and their Execution Partner (if any) will follow theory in learning and simulation for practical and usage of equipment to complete the effective learning and completion of the course. Knowledge checks will be used effectively to monitor the process during the training.

### **EVALUATION PROCESS AND CERTIFICATION**

There should be pre and post course test will be conducted for the participant to monitor the learning and understand the knowledge level prior to the course. The eligible participant would be given certificates. The evaluation process can be determined by NITK, the TP and their Execution Partner (if any). The certification should be a tripartite agreement between NITK, Surathkal, the Technology Partner and the Execution partner (if any).

**AUDITING**

NITK, Surathkal may conduct periodical audit of the center.

The audit includes both academic, and general, one senior executive (from the Institute) will be visiting the center and go through the activities carried out in terms of courses conducted, performance of the students and feedback given by the participants. The process also involves collecting the feedback on faculty, course, course ware and suggestions separately, so that clear complete relevant data is collected to work towards improvement. This information will be analyzed, and suggestions will be given to the Technology partner/ Execution partner to work towards improvement of the center. The suggestion should be documented and implemented within a mutually agreed timeframe.

The senior executive will also involve a team from NITK, Surathkal to market the courses in the region to enable the successful functioning of the center.

**REPORTS**

The EP will provide the following reports every quarter.

MIS on number of courses conducted.

Course wise students' enrolment.

Course wise skills gained

List of successful students.

Footfall to the Centre.

**Number of Students Trained:** The Technology Partner (TP) and the Execution Partner (EP) must give a commitment to train at least 1000 (One thousand) students/ industry personnel every year from other institutions/ industries in the first two years of the program. If two thousand students cannot be trained in the duration of two years, the period of joint association will be extended without any additional costing to the Institute till a total of two thousand students/ industry personnel from other institutions/ industries are trained.

## **Annexure**

### **GENERAL CONDITIONS OF CONTRACT**

#### **A. DEFINITIONS**

1. Approved means approved in writing, including subsequent written confirmation of previous verbal approval.
2. Company means National Institute of Technology Karnataka. (in short-NITK) and shall also be referred to as employer.
3. Competent Authority Means Head of the Institutions or any officer authorized by him/her.
4. Contract means the Invitation to EOI & RFP / Tender, Instructions to Bidders/Tenderers, General Conditions of Contract, Special Conditions of Contract, Scope of Work showing approximate quantities, EOI & RFP/ Tender submitted by the bidder / tenderer including his price offer, Letter of Acceptance, Work Order and any communication having the effect of amendment of the contract, and the contract agreement, unless otherwise specified.
5. Contract/Price means the sum named in the EOI &RFP/ Tender that has been accepted subject to such additions thereto or deductions there from as may be made in course of the EOI&RFP/Tender evaluation or thereafter.
6. Contractor means “the Bidders / Tenderers” whose EOI & RFP/ tender has been accepted and includes the Contractor’s authorized representative, successors, permitted assignees, legal heirs.
7. Director means and includes Director of NIT-Karnataka or his authorized representative.
8. Duration of contract means the period stipulated in the contract or work order and includes any extended period thereof, if any made through by a written communication.
9. NIT means National Institute of Technology, Karnataka represented through authorized officer for this contract or Director as the case may be.
10. Project Leader-COE means officer authorized to perform certain duty under this contract.
11. Authorized officer/Representative means and includes Asst. Registrar, Deputy Registrar, Registrar, Dean, Project Leader-COE, Warden and HOD of NIT authorized or designated for this contract.
12. Equipment means all tools, instruments, appliances or things of whatsoever nature required in course of the execution of the contract.
13. Notice in writing or written notice including notice in digital mode means a notice in written, typed or printed characters sent or emailed. (unless delivered personally or otherwise proved to have been received) by registered post / courier (with POD) to the notified address or the Registered office of the addressee, or the contractor’s site office and shall be deemed to be sufficient service if so sent or left at that address.

14. Terms and Conditions means the special condition of the contract (SSC) and the General conditions of the contract (GCC) herein mentioned and other stipulations incorporated in any part of the tender document and / or agreement.
15. EOI & RFP / Tender means offer against enquiry / advertisement / Notice Inviting EOI & RFP /Tender submitted by the bidder/tenderer in single part or in multiple part like Techno-commercial part, price bid part.
16. Bidder/Tenderer means and includes the person or firm or company who have submitted valid EOI&RFP /Tender and also includes its authorized representatives, heirs, executors, administrators, successors and assignees as approved by the employer.
17. Work means all work given in the Scope of Work in the EOI & RFP / Tender documents and includes any associated work required for fulfillment of the Scope of Work and as set forth and required by the specifications and also such additional instructions issued from time to time during the progress of the work.
18. Words importing the singular only shall include the plural and vice versa. Where the context requires words importing person shall include firms and companies and vice versa.
19. Cartel: If it is found that the EOI & RFP /Tender price is rigged by cartel formation, the tender process/tender of the cartel group shall be cancelled. (Cartel means quoting price in connivance so as to influence the bid).
20. Termination of Contract: During the contract period if found any unsatisfactory performance or without any reason, NITK Surathkal will have a right to terminate the contract immediately without any prior notice to the contractor/Service Provider.
21. Experts: means collectively key Experts, Non-key Experts or any other personal of the TP, Sector Partner, Execution Partner or Consortium Member(s).

**B. RESPONSIBILITIES OF NIT OFFICIALS**

22. The duty of NIT's representative is to watch and oversee the work. He / She shall have no authority to relive the contractor of any of his duties or obligations under the contract except as expressly provided hereunder or elsewhere under the contract or to order any work involving any delay or extra payment by NIT not to make any variations in the works.

**C. ASSIGNMENT AND SUB-CONTRACTING**

23. The contractor shall not assign the contract, or any part thereof, or any benefit or interest therein without prior written consent of Project Leader-COE.
24. The contractor shall not sub-contract the works without written consent of NIT and such consent if given shall not absolve the Contractor from responsibility, liability or obligation under the contract and he shall be responsible for the acts defaults or neglects of any sub-

contractor, his agents, servants, or workman as fully as if they were the acts defaults, neglects of the contractor, his agent, servants or workman.

**D. CONTRACT DOCUMENTS**

- 25.** Documents mutually explanatory: The several documents forming the contract are to be taken as mutually obligatory of one another, and interpreted harmoniously, and in case of ambiguities or discrepancies, the same shall be clarified by NIT who shall thereupon issue to the contractor instructions / directions indicating the manner in which the work is to be carried out.
- 26.** Further instructions: The representative of NIT shall have full power and authority as delegated to him to issue to the contractor, from time to time during the progress of the work in writing, such further instructions as shall be necessary for the purpose of proper and adequate execution of the work and the Contractor(s) shall carry out and be bound by such further instructions.

**E. GENERAL OBLIGATIONS OF THE CONTRACTOR**

- a) Sufficiency of EOI & RFP/Tender: The contractor shall be deemed to have satisfied himself before submitting EOI&RFP/Tender as to the correctness and sufficiency of his EOI&RFP/Tender for the works and of the rates stated in the EOI&RFP/Tender schedule which shall cover all his obligations under the contract and all matters things necessary for the proper completion and maintenance of the work.
- I. Bankruptcy, breach & Termination: if the contractor shall become bankrupt or have an order for appointment of any receiver made against him or shall present any petition for bankruptcy or shall make an arrangement with / or assignment in favor of his creditors or shall agree to carry out the contract under committee of inspection of his creditors or being a company shall go into liquidation (other than voluntary liquidation, for the purpose of amalgamation , absorption or reconstruction) or if the contractor shall assign the contract without the prior consent of NITK Surathkal or it is found that the contractor has abandoned the contract or
- II. Without reasonable excuse has failed to commence the work or has suspended the progress of the works for 30 days after receiving written notice to proceed or,
- III. is not executing the works in accordance with the contract or is persistently neglecting to carry out his obligations under the contract or,
- IV. has to the detriment of good workmanship or in defiance of NIT instructions to the contrary sublet any part of the contract or,
- V. Otherwise neglected or failed to perform his part of the contract.

Then NIT may after giving 30 days' notice in writing to Contractor, enter upon the site/ COE and expel the Contractor therefrom, without thereby avoiding the Contractor or releasing the Contractor from any of his obligations or liabilities under the contract or affecting the rights and powers conferred on NIT or otherwise available under the law, may appoint any other Contractor to complete the work at the cost and risk of the Contractor. However, on happening of any eventualities as per above sub clause (I) to (V) NIT shall be at liberty to terminate the contract by giving 30 days' notice and the contract shall stand/ terminated

w.e.f. the 31st day from the date of issue of notice. In any of laboratory the eventualities mentioned above in a) to e), NIT shall have the right to take possession of the plants and machineries of the contractor and realize the dues by sale of the said plants and machineries, equipment or otherwise.

b) Illegal gratification, breach of contract: The contract may also terminated and the Contractor shall be liable to make good any loss or damage resulting from such cancellation (specified under clause D of Annexure-8), if any bribe gratuity, gift, loan reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any person employed by NIT in any way directly or indirectly interested in the contract or if the Contractor has committed a breach of any of the terms of the contract.

c) Cartel: If it is found that the EOI&RFP/Tender price is rigged by cartel formation, the tender process/tender of the cartel group shall be cancelled. (Cartel means quoting/ rigging price in connivance so as to influence the bid)

d) Final Certificate: The contract shall not be considered as completed until a Final Certificate have been signed and issued to the contractor stating that the execution have been completed in accordance with the terms of the contract & contractor has submitted a no dues certificate evidencing closure of contract.

e) NOTICE:

i. Service of notice on contractor: Any notice given to the Contractor under the terms of the contract shall be served or the Project Leader-COE or his representative by registered post / courier to or by hand or it's registered office or at the Contractor's site office.

ii. Service of notice on NIT: Any Notice to be given to NITK under the terms of contract shall be served by sending the same by Registered Post /courier at the office of registrar NITK Surathkal -575025.

iii. Change of address: Any change of address of the contractor shall immediately be notified to the Project Leader-COE /Rep. of NITK.

f) Safety:

i. The contractor will be responsible to ensure safety of the people working under them.

ii. Except in special circumstances (to be recorded in writing and with due approval) the contractor will not be allowed to employ subcontractor / petty contractors.

iii. If required contractors will employ a supervisor with specifically assigned duties for ensuring safe working and will inform in writing.

g) For violation of safety norms, penalty may be imposed on the contractor. The penalty shall be decided after investigation and obtaining the report from the committee constituted for the purpose.

h) Policing of the work: Should the general conduct of the works including the Premises of NIT under occupation of the Contractor lead to violation of any of the provisions of the Indian penal code either in consequence of riotous or illegal proceedings of the contractor's labor or supervising staff or others to such an extent as to necessitate the deployment of Special Police



or Magistrate the cost of such extra forces is to be defrayed by the Contractor and not by the employer.

i) 1. Law in Force in Relation to Contract: The contract or amendments thereof entered into between the Employer and the contractor under the contract shall be governed and regulated by the relevant laws for the time being in force in the territory of India relating to contracts.

2. Legal compliance: the contractor shall comply with all statutes, rules, regulations, by law, orders of statutory authority including but not limited to compliance of:

a. Payment of wages Act. (Linked to Govt. of India)

b. Minimum wages Act. (Linked to Govt. of India)

c. Maternity benefit Act. (Linked to Govt. of India)

d. Shops & commercial establishment Act. (Linked to Govt. of India)

e. EPF Act. (Linked to Govt. of India)

f. ESI Act. (Linked to Govt. of India)

g. Contract labour (R&A) ACT & such other laws if applicable to execution of the contract in question.

j) The contractor shall not allow any visitor / stranger on the work sites, without the prior permission of NITK.

k) ARBITRATION:

a.) Reference of Disputes to Conciliation /Arbitration: All disputes or differences arising out of the contract, except disputes or differences for which separate provisions for their resolution have been made in the contract ('excepted matters'), shall be settled by Conciliation or Arbitration in accordance with the Arbitration and Conciliation act, 1996, and the provisions made hereinafter in this article. Such dispute shall first be referred to Conciliation by a Conciliator selected mutually by the parties, who shall also decide the fees

/ remuneration and the rules of procedure, which shall be flexible.

b) Appointment of Arbitrator: In the event of failure of conciliation, dispute will be referred to an arbitral tribunal comprising a sole arbitrator to be appointed by the parties. Upon receipt of notice for arbitration, Director NITK shall suggest three names to the Contractor to select one of them to act as sole Arbitrator.

In the event the party fails to intimate within fifteen days from the date of intimation of the three names then Director NITK will be at liberty to request any one out of the said three persons to act as the sole arbitrator.

The Arbitrator(s) shall hear the matter independently and impartially and shall not represent the interest of any party. The Arbitrator shall, before commencement of the arbitral proceedings, disclose to the parties in writing that he is independent and impartial.

c.) The arbitral tribunal shall be free to determine its own procedure, which it shall state at the beginning of the arbitral proceedings, and shall follow such procedure thereafter the Arbitration & Conciliation Act, 1996 shall apply to the proceeding.

Arbitrators may, in consultation with the parties, also determine the manner of taking evidence, the summoning of expert evidence, and all such matters for the expeditious disposal of the arbitration

proceedings. The arbitrator shall be entitled to fees as per Arbitration & Conciliation Act and also the expenses as per actual. The seat of Arbitrator the tribunal shall be at Surathkal, Karnataka but if necessary, the tribunal can hold the proceedings at other places, for convenience in recording evidence.

d.) Work to continue during Conciliation / Arbitration: Work under the contract shall continue by the Contractor during the arbitration proceedings and recourse to arbitration shall not be a bar for continuance for the work.

**D) AMENDMENT:**

Except to the extent expressly set forth in the Contract, no change/modification, in any form, shall be valid or enforceable unless it is in writing and signed by the party/ authorized representative.

m) **JURISDICTION:** the competent court at Surathkal, Karnataka shall have exclusive jurisdiction upon any matter arising out of this contract.

n) **CONTRACT PERIOD:** Period of contract will be two years from the date of issuance of work order, unless extended otherwise.

**F. OTHER TERMS & CONDITIONS:**

1.The contractor after award of contract shall mobilize its resources for execution of the work as per terms of contract.

2.The contractor shall discharge its responsibility strictly adhering to this scope and shall ensure cleanliness as per frequency indicated in the contract.

3.The contractor while discharging, its responsibility shall carry out the instructions of Officer In-charge/ Project Leader-COE from time to time, if need be.

4.The waste materials if any, collected during the cleaning shall be disposed off at the designated place.

5.The agency/firm/contractor shall obtain written permission in respects of all its staff and officials for entry and working inside the premises and shall maintain record in this regard. Unauthorized entry and deployment of persons without prior permissions of NIT is prohibited.

6.The agency/firm/contractor shall ensure that proper discipline is to be maintained by the staff and officials engaged by the agency/firm/contractor, and they shall have to behave soberly at all times while functioning inside academic and administrative buildings. The conduct safety and security of the staff and officials shall be the sole responsibility of the agency/firm/contractor.

**G)** The assets and equipment's provided by the Institute shall be property of the Institute and agency/firm/contractor shall be merely the custodians of such assets and equipment.

**H) LIQUIDATED DAMAGES**

(a) The agency/firm/contractor shall ensure execution as per the time schedule indicated in the scope of work. For any deviation there from or for any job not performed or left out or for any delayed performance, the agency/firm/contractor shall be liable for liquidated damages subject to a maximum of 5% of the contract value.

- (b) Neglect or failure on the part of the contractor to execute the work inspite of reminder & notice, if will be carried out by alternate source at the risk and cost of the contractor and to the extent of alternate execution, the contract will be deemed that it has been terminated either in part of full.

**I) PAYMENT TERMS:**

- i. Payment shall be regulated as per the Memorandum of Agreement (MoA).
- ii. Deduction of applicable taxes will be made including TDS & Certificate will be issued by finance & accounts department of NIT for such deductions.

**J. TERMINATION:**

- (a) Breach of violation of any of the term & conditions here in prescribed shall entail termination of the contract & in such case NITK Surathkal shall be at liberty to take remedial action deemed proper as per law.

Form of "Bid Security Declaration" - To be submitted in the **Letterhead of the Bidder**

**"BID SECURITY DECLARATION"**

To:  
**The Director,  
National Institute of Technology Karnataka, Surathkal.  
Post Srinivasnagar, Mangaluru – 575025.**

Sir,

Sub.: Submission of Bid Security/ EMD Declaration – Reg.

Ref.: Tenders invited for "-----" vide NIT No. -----

I/ We declare that:

1. I/ We understand that according to the tender document, bids must be accompanied by EMD or a Bid Security Declaration. Accordingly, I/ We have opted for submitting this Bid Security Declaration.
2. I/ We declare that I / We will not withdraw our bid during the Bid validity period or make any modifications to my/ our bid.
3. I/ We understand that if I/ we withdraw my/ our bid or modify the bid, I/ we will be automatically suspended from being eligible for bidding and also will be debarred from competing for bids in your esteemed Institute for a period of one year from the date of occurring of such breach.
4. I/ We further understand that if I/ We fail to sign the contract in case the work is awarded to me, my/ our bid will be automatically cancelled and I/ We will also be debarred from competing for bids in your esteemed Institute for a period of one year from the date of occurring of such breach.
5. I/ We understand that this Bid Security Declaration will automatically expire if we are not the successful bidder/ upon the expiry of bid validity period.
6. I/ we declare that I am/ we are authorized to sign this declaration.

**Signature of the Bidder with seal**

**Break up of BOQ/ Price Bid Format**

<b>S. No.</b>	<b>Particulars of Laboratories</b>	<b>Contribution by Institute in INR</b>	<b>Grant by Industry in INR</b>	<b>Total Project Cost in INR</b>
1	Product Digitalization Lab			
2	Process Digitalization Lab			
3	Advanced Analysis Lab - Software			
4	Advanced Analysis Lab – Hardware			
5	Factory Automation Lab			
6	Mechatronics Lab			
7	Operational Expenditure			
	<b>TOTAL</b>			

**Note: Contribution by Institute should be inclusive of applicable GST.**

### Checklist for BIDDERS

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

SI No	Documents	Content	Document Attached
1	<b>Technical Bid</b>	Signed copy of EoI & RFP/ tender response document should be uploaded	(Yes /No) Pg. No.
2		Self-Attested copy of GST & PAN Number	(Yes /No) Pg. No.
3		Licence certificate for running the business.	(Yes /No) Pg. No.
4		Record of previous similar projects undertaken	(Yes /No) Pg. No.
5		Copy of the Financial Statement/ Balance Sheet (last three years)	(Yes /No) Pg. No.
6		List of Owner/partners of the firm and their contact numbers (Bidder Information)	(Yes /No) Pg. No.
7		Bid Security Declaration	(Yes /No) Pg. No.
8		Declaration that the firm has not been blacklisted by any State/ Central Government Organization	(Yes /No) Pg. No.
9		Documents related to pre-qualification criteria/ Any other relevant documents	(Yes /No) Pg. No.
1	<b>Financial-Bid</b>	Price bid	(Yes /No)
2		Break up of BOQ/ Price Bid Format	(Yes/ No)

(Note: - All the documents should be self-Attested by the bidder)

Signature valid

Digitally signed by PRITAM RAMESH  
BANSOD  
Date: 2021.10.08 18:20:27 IST  
Location: eProcure-EPROC