

Date: 20/04/2022

CORRIGENDUM /ADDENDUM - 01

1. It is notified to all concerned parties that with reference to our **Tender No.** IITH/CE/BASHA/2022/O/T005 dated: 08/04/2022 the following changes are being made w.r.t. the Tender: -

Description	Existing	Amended To / Added
Delivery Period : Serial no:02 of Chapter 2 of Page no:12	The deliveries & installation must be completed within four (04) months after placement of purchase order	The deliveries & installation must be completed within four (04) months. Note : Delivery period will be counted from the date of receipt of Concurrence from JICA for INR Orders and Letter of Credit from Bank of India Tokyo for Foreign Orders. Once the Concurrence/LC is received the same will be intimated to the vendor. No Delivery will be accepted before concurrence from JICA.
Serial no: 15 at page no: 19	A) INDIGENIOUS	Note: The Contract as per Annexure 0 provided below , to be signed between successful vendor and the IITH, shall be the basis for this procurement, since the funding Agency in this procurement is JICA-ODA. The Contract along with the Purchase Order will be forwarded to the JICA & CAAA for approval. The Purchase Order will be subject to Concurrence from JICA. The delivery is to be executed only after receipt of Concurrence from JICA.
Serial no: 15 at page no: 19	B) IMPORT	Note: The Contract as per Annexure 0 provided below, to be signed between successful vendor and the IITH, shall be the basis for opening of Letter of Credit. Since the funding Agency in this case is JICA-ODA, the Contract along with the Purchase Order will be forwarded to the JICA & CAAA for approval. The delivery is to be executed only after receipt of Letter of Credit from Bank of India Tokyo. The procedure for establishing of Letter of Credit (LC) shall be as follows-

		<p>a) Upon communication from IITH, the Min. of Finance, GoI, would forward the documents under intimation to JICA, New Delhi, to the designated Bank of India, Tokyo to initiate the process to open the LC.</p> <p>b) The Bank of India, Tokyo, in its turn, as required under the rules of procedure of JICA, when it finds that everything is in order, would open LC and forward the same and other documents to JICA, Tokyo, for a Letter of Commitment(LCOM) to be issued to Bank of India to establish LC.</p> <p>c) Upon receipt of Letter of Commitment (LCOM) from JICA, Tokyo, the LC becomes effective and then the Bank of India would send LC to the supplier through its Authorised bank, as per the contract. Simultaneously, a copy would be sent to IITH by the Bank of India, Tokyo.</p> <p>d) When the documents as per the LC are received by Bank of India, Tokyo, along with the "Certificate of Acceptance" and "Certified Invoice" issued by IITH, the bank will release yen equivalent of the contract value of the consignment to the Bank of India, Tokyo for releasing further payment to the supplier.</p> <p>ii) The payment of local currency portion if any shall be payable in Indian Rupees, within 30 days after the receipt of the equipment in good condition and after satisfactory installation and commissioning and demonstration.</p>
--	--	---

2. All other terms and conditions of the tender remain unchanged. Bidders, who have already submitted their bids prior to issue of this corrigendum need to submit again.

JICA CONTRACT AGREEMENT FORMAT
CONTRACT FOR PROCUREMENT OF EQUIPMENT UNDER IITH-JAPAN COLLABORATION

This CONTRACT is signed by and between the **Indian Institute of Technology, Hyderabad**, an Institute of National Importance established by the Government of India, under the Institutes of Technology Act, 1961, of the Parliament of India, with its office at Kandi, Sangareddy, Hyderabad, in the State of Telangana, India. (hereinafter referred to as "IITH), **M/s.** _____ (herein after referred to as "Company" which include its successors, executors, administrators and permitted assigns), on this _____ being the effective date when this CONTRACT comes into force.

Now, therefore, in consideration of the mutual covenants and promises contained herein,

PREAMBLE

a. Whereas IITH has undertaken the Project called 'IIT Hyderabad-Japan Collaboration' under the broader Indo-Japan Collaboration of the Government of India for implementation with an Overseas Development Loan from the Japan International Cooperation Agency (hereinafter referred to as JICA) and also partial funds from the Government of India.

b. Whereas as part of the project, IITH has invited bid for Procurement of Research Equipment for conducting Research at IITH as per the details given in Annexure 1 (**Tender Ref: - _____**).

c. Whereas the Company has offered to supply the Equipment as described in the aforesaid Annexure 1 (hereinafter referred to as 'Supply')

d. WHEREAS after a scrutiny and review of the offer, IITH has decided to award the Order of supply of the Equipment to the Company as mentioned in the Annexure 2 along with the mode of payment and under the specific terms and conditions as shown in the said Annexure 2 (**PO.No. _____**).

NOW, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The Company shall supply the Equipment as per the details given in the Annexure 2 along with the mode of payment and under the specific terms and conditions as shown in the said Annexure 2.

2. No modification / changes in the scope of the Work shall be made except based only on mutual discussions between the parties and prior written approval of IITH.

1. ASSIGNMENT OR TRANSFER OF THE WORK

The Company shall not assign or transfer the Work or any part thereof to any third party without the explicit prior written consent of IITH.

2. DISPUTE RESOLUTION

Any dispute or controversy arising out of or relating to this Contract, or its actual or alleged breach will first be decided by the mediation. If that does not result in a resolution

of such dispute or controversy, it will be finally decided by an appropriate method of alternate dispute resolution, including without limitation, Arbitration, conducted in the city of Mumbai, at the Mumbai Centre for International Arbitration(MCIA), at Mumbai, India.

3. GENERAL

- a. This Contract constitutes the entire and only Contract between the parties for the SUPPLY ONLY and all other prior negotiations, representations, agreements, and understandings are hereby superseded.
- b. This Contract will be construed and enforced in accordance with the laws of India in the city of Mumbai (India) having the Mumbai Centre for International Arbitration(MCIA).

4. TERM AND TERMINATION

- a. Any term of this Contract may be amended only with the mutual written consent of both the parties.
- b. Any notice required or permitted by this Contract shall be in writing and correspondence shall be in English language only between the authorized persons of IITH and Company
- c. The parties hereto also agree to all the clauses and sub clauses along with the Annexures attached hereof.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written below-

For
Indian Institute of Technology Hyderabad

For
Company

Name:
Designation
Date

Name:
Designation
Date

Witness
Name

Witness
Name