

SINGLE TENDER - CLASS I & II LOCAL SUPPLIER.

Single Open Tender No: IITH/MAE/SIDHARDH/2022/S/T064

Date: 27/10/2022

Indian Institute of Technology Hyderabad invites online bids (e-tender) in Single Bid (Technical + Financial) System, from Original Equipment Manufacturer (OEM) /Authorized distributors/Authorized dealer of the following categories for the following item

Category of Suppliers invited for this Tender

- i) Class I local Supplier – has local content minimum 50%
- ii) Class II local Supplier – has local content minimum 20%

Item Description	Qty
Item Name: COMSOL Multiphysics – Required for Teaching and Research Purpose (1-Base Package, CPU License, 1 – Acoustics Module, 1 – Structures Module, 1 – Nonlinear Structural Materials Module, 1-AC/DC Module, 1-Composite Materials Module).	1
Annexures: Technical Specifications as per Annexure A Compliance Statement as per Annexure B Previous supply order list format Annexure C Bill of Material as per Annexure D Manufacturer authorization as per Annexure E DPIIT Registration Certificate as per Annexure F Declaration for Local Content as per Annexure G Bidder Information Sheet as per Annexure H Acceptance Of Tender Terms as per Annexure I	

The Tender Document can be downloaded from <https://mhrd.euniwizarde.com> OR Institute website-
<https://iith.ac.in/tenders>

The bid is to be submitted online only through the E-procurement portal of <https://mhrd.euniwizarde.com> up to the last date and time of submission of tender.

Schedule of Dates

Sr.No	Particulars	Date	Time
1	Date of Online Publication/Download of Tender	27/10/2022	02:00 PM
2	Bid Submission Start Date	27/10/2022	02:10 PM
3	Bid Submission Close Date	02/11/2022	03:00 PM
4	Opening of Bids	02/11/2022	03:10 PM

No manual bids will be accepted. All quotation should be submitted online through E-procurement portal of <https://mhrd.euniwizarde.com>

Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support - Phone No. 011-49606060. Mail id: - helpdeskeuniwizarde@gmail.com

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information, bidders may visit the Portal (<https://mhrd.euniwizarde.com/>)

1. REGISTRATION PROCESS ON ONLINE PORTAL

- a) Bidders to enroll on the e-Procurement module of the portal <https://mhrd.euniwizarde.com/> by clicking on the link "Bidder Enrolment".
- b) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. This would be used for any communication from the e-Wizard Portal.
- c) Bidders to register upon enrolment, with their valid Digital Signature Certificate (Class III Certificates with signing and Encryption key) issued by any Certifying Authority recognized by CCA India with their profile.
- d) 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 DSCs to others which may lead to misuse.
- e) Bidder then logs in to the site through the secured log-in by entering their user
- f) ID/password and the password of the DSC / e-Token.
- g) After registration send mail to Helpdesk: helpdeskeuniwizarde@gmail.com for Account activation.
- h) As per portal norms Registration Fee will be applicable.

2. TENDER DOCUMENTS SEARCH

- a) Various built-in options are available in the e-Wizard Portal like Department name, Tender category, Estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.
- b) 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 'Interested tenders' folder.
- c) The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

3. BID PREPARATION

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c) 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.
- d) 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/XLSX/PNG, etc. formats.

4. BID SUBMISSION

- a) Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidders to note that they should necessarily submit their financial bids in the prescribed format given by department and no other format is acceptable.
- d) 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, the opening of bids, etc. The bidders should follow this time during bid submission.
- e) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g) Upon the successful and timely submission of bids, 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.
- h) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.
- i) As per portal norms Tender Processing Fee will be applicable.

5. AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, the department reserve the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

6. ASSISTANCE TO BIDDERS

- a) 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.
- b) Any queries relating to the process of online bid submission or queries relating to e-Wizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 8448288994/86/87/89/88/81/90/92/82 011-49606060, 07903269552, 9355030608, 9055030613, 7903810198, 9355030606, 9315620706, 9355030623, 9355030628, 8800526452, 9205898228, 9122643040, 9355030604, eprochelpdesk.01@gmail.com, eprochelpdesk.44@gmail.com , eprochelpdesk.06@gmail.com
- c) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).
- d) The bid should be submitted through e-Wizard portal (<https://mhrd.euniwizarde.com/>) only.

TERMS & CONDITIONS

1. It may kindly be noted that your bid should:

a) Single Bid System (Technical Bid + Financial Bid)

2. The acceptance of the quotation will rest with the competent authority, who does not bind himself to accept the lowest quotation and reserves the right to himself to reject, or partially accept any or all the quotations received without assigning any reason.

3. Price quoted should be as per the BoQ and valid for a minimum period of 03 months from the date of opening of the quotation. The rate quoted should be free delivery at IITH Stores, Kandi 502 284.

4. Complete specification with manufacturer's name and address should be given while quoting. Literature/Pamphlets should also be enclosed wherever applicable

5. In cases of agents quoting on behalf of the manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:

i) The manufacturer directly or through one agent on his behalf; or

ii) Agent on behalf of only one principal.

6. IIT Hyd is registered with Dept. of Scientific & Industrial Research, Govt. of India and concessional customs duty and GST & IGST are leviable vide notification no. 54/2002-Customs on all imports covered under notification No.51/96-Customs dated 23.07.1996, Notification No.47/2017-Integrated Tax (Rate) and Notification No.45/2017-Central Tax (Rate) both dated 14th November, 2017.

7. In case the items in the enquiry are covered by any rate contract or running contract finalised by any other state or central Government, it should be specified in your quotation and accepted contract rates should also be mentioned.

8. Delivery period: Material should be delivered and installed within 02 weeks from the date of issue of purchase order. The offered delivery period shall have to be strictly adhered to in case an order is placed.

9. Liquidated Damages Clause for delays: The applicable rate is 0.5% per week and maximum deduction is 10% of the contract price.

10. If the deliveries are not maintained and due to that account the purchaser is forced to buy the material at your risk and cost from elsewhere, the loss or damage that may be sustained there by will be recovered from the defaulting supplier

11. . **Payment: - No advance payments are allowed.**

A) INDIGENIOUS

For Indigenous items, 100% payment shall be made against delivery, installation, commissioning and demonstration of the whole system to the satisfaction of the Institute/ Scientist/ Technologist /Indentor/Professor etc.

12. Validity of the Software: Perpetual Validity

13. Installation & Testing: The installation shall be completed within 2 weeks from the date of intimation regarding the arrival of the equipment in the institute. The installed system shall be performance tested at our premises in accordance with the manufacturer's/supplier's recommendation/specifications. Tests shall demonstrate the proper operation of the instrument and all components.

14. All supplies are subject to inspection and approval before acceptance. Manufacturer warranty certificates and manufacturer/Government approved lab test certificate shall be furnished along with the supply, wherever applicable

15. Kindly furnish your PAN & GST Number etc. in your quotation for our records.

16. Conditional tenders will not be accepted.

17. Requirement of registration: Vide Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

i. Any bidder from a country sharing a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT).

ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means:

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or

- f) A natural person who is a citizen of such a country; or
g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

For details about registration procedures please visit the above mentioned OM. Mandatory documentary evidence regarding the bidder's registration with DPIIT is to be submitted along with the tender, failing which the tender shall be liable for rejection. Bidders are also requested to submit the Model Certificates **as per Annexure** for this tender as mentioned in the Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

18. Public Procurement (Preference to Make in India), Order 2017:

a) IIT Hyd shall compare all substantially responsive bids to determine the lowest valued bid. This Institute is following and abide with the Public Procurement (Preference to Make in India), Order 2017, DIPP, MoCI Order No. P-45021/2/2017-B.E.II dated 15th June 2017 and its subsequent amendments. Accordingly preference will be given to the Make in India products while evaluating the bids, however, it is the sole responsibility of the bidder(s) to specify the product quoted by them is of Make in India product along with respective documentary evidence as stipulated in the aforesaid order in the technical bid itself.

b) As per the above order and its subsequent amendments "Local Content" means the amount of value added in India which shall be value of the item procured (excluding net domestic indirect taxes) minus the value of the imported content in the item (including all the custom duties) as a proportion of the total value, in percent. Accordingly the suppliers will be classified in following categories.

- i) Class I local Supplier – has local content minimum 50%
- ii) Class II local Supplier – has local content minimum 20%

c) **Verification of Local Content:** The Class I Local Supplier /Class II Local Supplier at the time of bidding shall be required to indicate the percentage of local content and provide self-certification as per Annexure D that the items offered meet the local content requirement. The details of the location(s) at which the local value addition is made also needs to be specified.

The bidders can be debarred for a period up to two years as, per Rule 151(iii) of GFR 2017, in case of false declaration.

Complaint Redressal Mechanism:

In case any complaint received by the procuring agency or the concerned Ministry/Department against the claim of a bidder regarding local content/domestic value addition in a product, the same shall be referred to competent authority at IITH or the relevant Ministry .

The bidder against whom the complaint is received shall be required to furnish the necessary documentation in support of the domestic value addition claimed in the product to authority. If no information is furnished by the bidder, such laboratories may take further necessary action, to establish the bonafides of the claim

A complaint fee of Rs. 2 lakh or 1% of the value of the domestically manufactured products being procured (subject to a maximum of Rs.5 lakh), whichever is higher, to be paid by Demand Draft to be deposited with Procuring Institute. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

False declarations will be in breach of the Code of Integrity under Rule 175 (1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

19. **ARBITRATION:** a) Unless otherwise specified, in all cases of disputes which cannot be settled by mutual negotiations, the disputes or differences shall finally be settled and binding on both parties by arbitration in conformity with the rules of Indian Arbitration Act, 1940. All disputes or differences what so ever arising between the parties out of relating to the construction, meaning and operation or effect of the general terms and conditions including the Purchase Order or the breach thereof shall be settled by Arbitration Act, 1940 and the award made in pursuance thereof shall be binding on the parties.

b) Performance of the purchase order shall continue during arbitration and any subsequent proceedings.

c) The Jurisdiction and Venue of arbitration shall be Hyderabad. The Arbitrator will be the Director, IIT Hyderabad, or his nominee.

20. **Note for MSME/NSIC Bidder :** If in the view of bidder, any exemption / relaxation is applicable to them from any of the eligibility requirements, under any Rules / Guidelines/ Directives of Government of India, bidder may submit their claim for the applicable exemption /relaxation, quoting the valid Rule/Guidelines/ Directives with a copy of such notification. In this case the bidder must submit necessary and sufficient documents along with the technical bid, in support of their claim. The relevant and valid certificates in support of claim of exemption must be submitted along with the Technical Bid.

These exemptions /relaxation are meant for procurement of only goods produced and services rendered by MSEs. Traders/ distributors/ sole agent/ Works Contract are excluded from the purview of the policy.

21. All disputes shall be settled in the courts of Hyderabad/Sangareddy only

22. The Director, IIT Hyd reserves the right to accept the offer in full or in parts or reject summarily or partly and also reserves the right to cancel the tender at any stage without assigning reasons

For any technical query related to enquiry you may to contact

Dr. Sai Sidhardh, Mechanical and Aerospace Engineering - Email: sidhardh@mae.iith.ac.in

For Commercial query

Mr. Suresh Nair - Assistant Registrar Email : ar.purchase@iith.ac.in

Mr. Syed Ali Sabeer- Deputy Registrar Email : hos.snp@iith.ac.in

With CC: office.stores@iith.ac.in

Note: Participation in this tender is by invitation only and is limited to the selected Purchaser's registered suppliers. Unsolicited offers are liable to be ignored.

ANNEXURE A

TECHNICAL SPECIFICATIOIS

Description	Quantity
COMSOL Multiphysics - 1. 1-Base Package, CPU License, 2. 1 – Acoustics Module, 3. 1 – Structures Module, 4. 1 – Nonlinear Structural Materials Module, 5. 1-AC/DC Module, 6. 1-Composite Materials Module).	1 Each

This Module is required for Teaching and Research Purpose.

ANNEXURE – B

FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS

1	2	3	4	5	6
S. N.	Name of specifications/part / Accessories of tender enquiry As per Annexure A of the Tender Document.	Specifications of quoted Model/ Item	Compliance Whether “YES” Or “NO”	Deviation, if any, to be indicated in unambiguous terms	Whether the compliance / deviation is clearly mentioned in technical leaflet/ literature
1					
2					
3					
n					

ANNEXURE – C

PREVIOUS SUPPLY ORDER LIST FORMAT

Order placed by {Full address of Purchaser}	Order No. and Date	Description and quantity of ordered equipment	Value of order	Contact Person along with Telephone no., and e-mail address.

Signature and Seal of the Manufacturer/ bidder

Place:

Date:

BILL OF MATERIALS

Quotation No :

Date:

Name of the Bidder _____

Tender No. _____

Sr.No	Item Description	Country of Origin	Qty
1			
2			
3			
n			

Other Terms & Conditions

- 1 Payment terms :
- 2 Delivery Period from the date of Issue of PO :
- 3 Warranty :
- 4 Any other additional terms :
5. Order to be placed

MANUFACTURER’S AUTHORIZATION FORM

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer]

Date: [Insert date (as Day, month and year) of Bid submission]

Tender No.: [Insert number from Invitation for Bids]

To: [Insert complete name and address of Purchaser]

WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [Insert type of goods manufactured] having factories at [insert full address of Manufacturer’s factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following goods, manufactured by us [insert name and or brief description of the goods], and to subsequently negotiate and sign the contract.

We hereby extend our full guarantee and warranty in accordance with the Terms and Conditions of Contract with respect to the Goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____ [insert date of signing]

**CERTIFICATE
ON COMPANY LETTERHEAD**

CERTIFICATE BY BIDDER- DPIIT REGISTRATION

“ I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, / if from such a county, has been registered with the Competent Authority (copy of the Registration Certificate enclosed) . I hereby certify that his bidder fulfils all requirements in this regard and is eligible to be considered.

Signature with Date and Stamp
Of the Bidder

Declaration for Local Content

**(To be given on Company Letter Head - For tender value below Rs.10 Crores)
(To be given by Statutory Auditor/Cost Auditor/Cost Accountant/CA for tender value above Rs.10 Crores)**

Date: _____

To,
The Director,
Indian Institute of Technology Hyderabad,
Kandi, Sangareddy 502284

Sub: Declaration of Local content

Tender Reference No: _____

Name of Tender / Work: - _____

1. Country of Origin of Goods being offered: _____
2. We hereby declare that items offered has ____% local content (**Please provide exact %**).
3. Details of location at which local value addition will be made / made: (Complete address to be mentioned) _____

“*Local Content*” means the amount of value added in India which shall, be the total value of the item being offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“*False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.*”

**Yours Faithfully,
(Signature of the Bidder, with Official Seal)**

BIDDER INFORMATION FORM

Company Name : _____

Registration Number : _____

Registered Address : _____

Name of Partners /Director: _____

City : _____

Postal Code : _____

Company's Establishment Year : _____

Company's Nature of Business : _____

- Company's Legal Status (tick on appropriate option)
- 1) Limited Company
 - 2) Undertaking
 - 3) Joint Venture
 - 4) Partnership
 - 5) Others (In case of Others please specify)

- Company Category
- 1) Micro Unit as per MSME
 - 2) Small Unit as per MSME
 - 3) Medium Unit as per MSME
 - 4) Ancillary Unit
 - 5) SSI
 - 6) Others (In case of Others please specify)



CONTACT DETAILS

Contact Name : _____

Email Id : _____

Designation : _____

Phone No : (_____) _____

Mobile No : _____

BANK DETAILS

Name of Beneficiary : _____

A/c. No. CC/CD/SB/OD: _____

Name of Bank : _____

IFSC NO. (Bank) : _____

Branch Address and Branch Code: _____

Other Details

Vendor's PAN No. _____

Vendor's GST _____

ANNEXURE – I

ACCEPTANCE OF TENDER TERMS
(To be given on Company Letter Head)

Date: DD/MM/YYYY

To,

The Director
Indian Institute of Technology Hyderabad
Kandi – 502 285.Telangana, India

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' from the web site(s) namely _____ as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)