

**OPEN TENDER -CLASS I & II LOCAL SUPPLIER.**

**CAMPUS DEVELOPMENT PROJECT OF INDIAN INSTITUTE OF TECHNOLOGY HYDERABAD (IITH) FROM JICA FUNDING (Japan International Cooperation Agency)**

Tender Ref. No: IITH/CHE/KIRTI SAHU/2021/T004

Date: 22/04/2021

Indian Institute of Technology Hyderabad invites online bids (e-tender) in two bids systems, from 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 equal to more than 50%
- ii) Class II local Supplier – has local content more than 20% but less than 50%

Item Description	Estimate Cost of Tender (Rs).	EMD (Rs)
HPC Cluster (250 cores Min)	NA	NA

The Tender Document can be downloaded from <https://mhrd.euniwizarde.com>. OR Central Public Procurement (CPP) Portal <https://eprocure.gov.in/epublish/app> 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	22/04/2021	04:00 PM
2	Bid Submission Start Date	22/04/2021	04:00 PM
3	Bid Submission Close Date	13/05/2021	03:00 PM
4	Opening of Technical Bids	13/05/2021	03:30 PM

No manual bids will be accepted. All quotation (both Technical and Financial) 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](mailto:helpdeskeuniwizarde@gmail.com)

## Index Page

Sr.No	Contents
1	INSTRUCTIONS FOR ONLINE BID SUBMISSION
2	CHAPTER-1 INVITATION FOR TENDER OFFERS
3	CHAPTER-2 INSTRUCTIONS TO BIDDERS
4	CHAPTER - 3 CONDITIONS OF CONTRACT
5	CHAPTER 4- SCHEDULE OF REQUIREMENTS, SPECIFICATIONS & ALLIED TECHNICAL DETAILS
6	CHAPTER-5 – BILL OF MATERIAL
7	ANNEXURE – A - FORMAT/QUESTIONNAIRE FOR COMPLIANCE OF TERMS AND CONDITIONS
8	ANNEXURE – B - FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS
9	ANNEXURE – C – BID SECURING DECLARATION
10	ANNEXURE – D - MANUFACTURER’S AUTHORIZATION FORM
11	ANNEXURE – E – PREVIOUS SUPPLY ORDER LIST FORMAT
12	ANNEXURE – F - BIDDER INFORMATION FORM
13	ANNEXURE – G - DECLARATION REGARDING CLEAN TRACK/NO LEGAL ACTION
14	ANNEXURE – H – ANNUAL MAINTENANCE CONTRACT
15	ANNEXURE – I – ACCEPTANCE OF TENDER TERMS
16	ANNEXURE – J- RELATION CERTIFICATE
17	ANNEXURE – K- DECLARATION FOR LOCAL CONTENT
18	ANNEXURE –L –CERTIFICATE FOR DPIIT REGISTRATION REFER CHAPTER 3 – CLAUSE NO 18
	ANNEXURE – M- JICA CONTRACT AGREEMENT FORMAT
19	CHECKLIST FOR BIDDERS

## **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

The Tender Document can be downloaded from <https://mhrd.euniwizarde.co>. OR Central Public Procurement (CPP) Portal <https://eprocure.gov.in/epublish/app> OR Institute website- <https://iith.ac.in/tenders>.

The bidders are required to submit soft copies of their bids electronically on the <https://mhrd.euniwizarde.com>. using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the Portal, prepare their bids in accordance with the requirements and submitting their bids online.

More information useful for submitting online bids may be obtained at: <https://mhrd.euniwizarde.com>

### **GUIDELINES FOR REGISTRATION:**

1. Bidders are required to enrol on the e-Procurement Portal with clicking on the link “Online Bidder Enrolment ” on the e-tender Portal by paying the Registration fee of Rs.2000/- +Applicable GST.
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 with the bidders.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile. Or bidders can contact help desk for getting the DSC.
5. Only 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.
7. The scanned copies of all original documents should be uploaded in pdf format on portal <https://mhrd.euniwizarde.com>
8. After completion of registration payment, bidders need to send their acknowledgement copy on help desk mail id [helpdeskeuniwizarde@gmail.com](mailto:helpdeskeuniwizarde@gmail.com) for activation of their account.

## **SEARCHING FOR TENDER DOCUMENTS**

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested in, you can pay the form fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document.

## **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.
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 formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing 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, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
5. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **SUBMISSION OF BIDS**

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well 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 as a token of acceptance of the terms and conditions laid down by IIT Hyderabad.
3. Bidder has to select the payment option as "e-payment" to pay the tender fee / EMD as applicable and enter details of the instrument.
4. In case of Bank Guarantee (BG) bidder should prepare the BG as per the instructions specified in

the tender document. The BG in original should be posted/couriered/given in person to the concerned official of IIT Hyd before the Online Opening of Technical Bid. In case of non-receipt of BG in original by the said time, the uploaded bid will be summarily rejected.

5. 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 Colored (unprotected) cells with their respective financial quotes and other details (such as 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.
6. 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.
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 bid click "Complete" (i.e. after Clicking "Submit" in the portal <https://mhrd.euniwizarde.com>), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
9. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

**For any clarification in using <https://mhrd.euniwizarde.com>**

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 e-tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact euniwizard helpdesk (as given below) for any query related to etendering -  
Phone No. 011-49606060. Mail id: - [helpdeskeuniwizarde@gmail.com](mailto:helpdeskeuniwizarde@gmail.com)/ Mr.Vijay - 08448288989/Mr.Gagan-8448288987

## CHAPTER-1 INVITATION FOR TENDER OFFERS

Indian Institute of Technology Hyderabad invites online bids (e-tender) in two bids systems, from OEM/Authorized distributors/Authorized dealer of the following categories for the following item

Item : Supply, Installation, Commissioning & Demonstration of HPC Cluster (250 cores Min)

### Category of Suppliers invited for this Tender

- Class I local Supplier – has local content equal to more than 50%
- Class II local Supplier – has local content more than 20% but less than 50%

1. The Bidders are requested to give detailed tender in two Bids i.e.

- Part - I: Technical Bid.
- Part - II: Commercial Bid.

### 2. Date & Time Schedule

Sr.No	Particulars	Date	Time
1	Date of Online Publication/Download of Tender	22/04/2021	04:00 PM
2	Bid Submission Start Date	22/04/2021	04:00 PM
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Supply means: “Supply, Installation, Commissioning and satisfactory demonstration of the whole system and training”. If any charges extra are payable for Installation, Commissioning and training, the same should be specified in the commercial offer.

### 3. Availability Of Tender:

The Tender Document can be downloaded from <https://mhrd.euniwizarde.com>. OR Central Public Procurement (CPP) Portal <https://eprocure.gov.in/epublish/app> OR Institute website- <https://iith.ac.in/tenders>

### 4. Envelope 1- Technical Bid:

4.1. The online envelope clearly marked as "**Technical Bid - Envelope No. 1**" shall contain the all scanned copies of originals documents in PDF Format.

- Compliance statement/questionnaire of tender terms and conditions as per **Annexure-‘A’**.
- Compliance statement of specifications as per **Annexure- ‘B’**.
- Bid Securing Declaration Form as per **Annexure- ‘C’**.
- Manufacturer authorization as per **Annexure –‘D’**.
- Previous Supply Order List Format as per **Annexure –‘E’**.
- Bidder Information Form as per **Annexure –‘F’**.

- g) Declaration Regarding Clean Track/No Legal Action as per **Annexure –‘G’**.
- h) Annual Maintenance Contract as per **Annexure- ‘H’**
- i) Acceptance Of Tender Terms as per **Annexure – ‘I’**
- j) Relation Certificate – as per **Annexure – ‘J’**
- k) Local Content Declaration as per **Annexure – ‘K’**
- l) Certificate as per DPIIT Order – as per **Annexure ‘L’**
- m) Solvency certificates (not older than twelve months) issued by Scheduled/Nationalized bank with which BIDDER holds the Bank account.
- o) Copy of GST/ PAN No. allotted by the concerned authorities. If registered with the National Small Industries Corporation, the registration number, purpose of registration and the validity period of registration and a copy of NISC/MSME registration wherever it is applicable should also be provided in Technical Bid.
- p) Technical literature/ leaflets and complete specifications of quoted model(s) along with commercial terms and conditions.
- q) Undertaking that the successful BIDDER agrees to give a security deposit amounting to 3% of the purchase order value by way of Demand Draft / Bank Guarantee in favor of The Director, IIT Hyd.
- r) In case of exemption from submission of Bid security, proof of registration with NSIC/MSME or appropriate authority.
- s) Details of supplies of similar Works/Supplies along with photocopies of previous Purchase orders and details of place of supply along with contact details
- t) Check List

**4.2. Earnest Money Deposit (EMD)** - The Bidders are required to sign a Bid Securing Declaration as per Annexure ‘C’ accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract or submit a Performance Security, they will be suspended for the period of 2 years.

**The firm registered with NSIC/MSME must give proof of registration along with their quotation failing which the bid will not be considered.**

Exemption from submission of Bid Securing Declaration against valid and relevant NSIC /MSME Certification is permitted, however it shall be subject to scrutiny by the IITH and if during scrutiny, it is found that the NSIC Certificate is invalid and/or irrelevant, then that bid is liable to be rejected as “not-accompanying EMD”. Therefore, Bidders claiming exemption from EMD/Bid Securing Declaration against NSIC certificate, should ensure the same carefully, while submission of their bids.



Note: 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.

Bids submitted without Bid Security Declaration or relevant Certificates for exemption will stand rejected.

i) The BIDDER who submits the tender on behalf of their principals should produce documentary evidence in support of their authority to quote or submit Performa invoice of their principals for this tender.

ii) The successful BIDDER, on award of contract / order, must send the contract / order acceptance in writing, within 15 days of award of contract.

iii) Bids submitted without Bid Securing Declaration / relevant MSME/NSIC Certificates will be rejected & no correspondence in this regard shall be entertained.

#### **4.3. Technical Specifications:**

It must be ensured that the offers must be strictly as per our specifications. At the same time it must be kept in mind that merely copying our specifications in the quotation shall not make the parties eligible for consideration of the quotation. A quotation has to be supported with the printed technical leaflet/literature of the quoted model of the item by the quoting party/manufacturer and the specifications mentioned in the quotation must be reflected /supported by the printed technical leaflet/literature. Therefore the model quoted invariably be highlighted in the leaflet/literature enclosed with the quotation. Non-compliance of the above shall be treated as incomplete/ambiguous and the offer can be ignored without giving an opportunity for clarification/negotiation etc. to the quoting party.

#### **4.4. Compliance Statements:**

i) Bidders must furnish a Compliance Statement of each and every required Specification of our tender in the format at ANNEXURE–‘B’. The deviations, if any, from the tendered specifications should be clearly brought out in the statement. Technical literature/leaflet showing the compliance of the specification may also be attached with the quotation.

ii) Similarly, the Compliance Statement/questionnaire for Terms & Conditions of the tender may be furnished, as per the enclosed format at Annexure –‘A’, along with quotation (with techno-commercial bid in case of two bid tender system).



iii) The firms are advised to submit both the compliance statements essentially along with their quotation failing which their offer may not be considered.

**5. Envelope 2: “Commercial Bid” shall contain:**

- i.) Cost of all the items should be mentioned clearly and individually in the Commercial Offer (Part-II) only.
- ii) The BIDDERS are requested to quote for Educational Institutional Price for Equipment and software, since IITH is an educational institution of national importance and is entitled for the concessional price.
- iii) The prices should be shown against each item for the purpose of Insurance claims / replacements if any.
- iv) List of deliverables / Bill of materials and services.
- v) Annual Maintenance Certificate as per Annexure –‘H
- vi) In case of foreign quote, the address of Principal’s / Manufacturer’s and their Banker’s details should be furnished.

Note:

- (i) No request for extension of due date will be considered under any circumstances.
- (ii) No sub-contracting is allowed with regard to installation, commissioning, training, warranty maintenance and after sales service. This is the sole responsibility of the Principals’/their authorized agents

6 . IIT Hyd may issue corrigendum to tender documents before due date of Submission of bid. The bidder is required to read the tender documents in conjunction with the corrigendum, if any, issued by IIT Hyd.

**7. Bid Opening And Evaluation Process:**

- a. Technical Bids will be opened as per the Date Schedule & Time.
- b. Financial Bids/Commercial Bids of the eligible bidders will be opened on a later date. The date and time for opening of Financial Bids /Commercial will be announced later.
- c. Bids would be summarily rejected, if tender is submitted other than through online portal. The Bid is to be submitted within stipulated date / time.

## **8. Technical Committee**

(i) On the due date the Technical bids will be opened and referred to a duly constituted technical committee which is duly constituted. The committee will go through the technical aspects of the tender and recommend short listed firms. The recommendation of the technical committee is the final and binding on all the parties.

(ii) The technical evaluation will be an assessment of the Technical Bid. IIT Hyd representatives will proceed through a detailed evaluation of the Technical Bids as defined in Chapter IV (Schedule of requirements, specifications and allied technical details), in order to determine whether they are substantially responsive to the requirements set forth in the tender. In order to reach such a determination, IIT Hyd will examine the information supplied by the BIDDERS, and shall evaluate the same as per the specifications mentioned in this tender.

(iii) The technical committee may formulate evaluation criteria in addition to the specifications and requirements indicated in the tender, in the interest of IIT Hyd and these criteria/recommendation will also form as a part of short-listing of the firms.

(iv) The Technical Committee will examine all the Technical aspects of the bids received. Further, the Technical Committee may seek additional information from the existing users at IIT Hyd or from other Institutes, these feedbacks will be considered for technical evaluation, the bidders will also be called for technical presentations if it is required so.

(v) The information received and the bids already submitted together will be examined with reference to the tendered specifications and evaluation is made by the Technical Committee.

(vi) After the technical evaluation is completed and approved, IIT Hyd shall inform to the BIDDERS whose bids have been rejected technically with the reasons for rejection.

(vii) The successful BIDDERS will be informed regarding the date and time of Commercial bid opening.

(viii) In the event of seeking any clarification from various BIDDERS by IIT Hyd, the BIDDERS are required to furnish only technical clarifications that are asked for. No amendment to commercial bid will be entertained at that stage. In case if a BIDDER fails to quote for a particular item it amounts to non-compliance and hence such bid will not be considered for further evaluation. Further during this process if any BIDDER indicates the price during the clarification such bids also will not be considered for further evaluation.

## **9. Commercial Bid Evaluation:**

Based on results of the Technical evaluation IIT Hyd evaluates the Commercial Bid of those Bidders who qualify in the Technical evaluation.

a) IIT Hyd shall be free to correct arithmetical errors on the following basis:

(i) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected.

(ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(iii) If there is a discrepancy between words & figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

b) Selling exchange rate/equivalent to Indian currency will be as on the date of bid opening in the case of single bidding and the rate on the date of opening of the Techno-Commercial bids i.e. Technical Bid in the case of two-part bidding.

c) The bids shall be evaluated on the basis of final landing cost as per format given in Price Schedule in case of import / indigenous items.

d) The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and CIF/CIP basis respectively. However the CIF/CIP prices quoted by any foreign bidders shall be loaded further as under :

- Towards customs duty and other statutory levies-as per applicable rates.
- Towards custom clearance, inland transportation etc. – 2% of the CIF/CIP value.

e) Where the price quoted on FOB/FCA and CIF/CIP basis are the same, the Contract would be made on CIF/CIP basis only.

f) The Vague terms like “packing, forwarding, transportation..... etc. extra” without mentioning the specific amount/percentage of these charges will not be accepted. Such offers shall be treated as incomplete and rejected.

g) After arriving at final pricing of individual offers of all the short listed firms, the lowest firm will be awarded with Contract/Purchase Order.

10. The Director, IIT Hyd reserves the right to accept the offer in full or in parts or reject summarily or partly.

## CHAPTER-2: INSTRUCTIONS TO BIDDERS

### 1. PREPARATION AND SUBMISSION OF OFFERS:

a) Quotation should be submitted directly by the original manufacturer/supplier or its sole authorized distributor/dealer/ Agent. In case of bid by authorized dealer/distributor/ Agent, the manufacturer authorization should be attached with the technical bid as per **Annexure-‘D’**.

**One Agent can participate in a tender on behalf of one manufacturer only. No offer will be entertained if the same Agent is representing another manufacturer for the same item.**

**Bids from only one authorized distributor/retailer/reseller will be entertained, who has authorization from the company to quote for this tender. Multiple bids from various distributors from the same manufacturer will not be entertained & the company / principle providing multiple authorizations will be rejected from the tender.**

b) The bidder shall bear all costs associated with the preparation and submission of its bid irrespective of the conduct or outcome of the bidding process.

c) The bidder should not indulge in any corrupt, fraudulent, collusive, coercive practices during the entire process of procurement and execution of contract/order.

d) Before the deadline for submission of the bid, IIT Hyd reserves the right to modify the bidding document and to extend or not to extend the date of submission. Such amendment/modification will be hosted on e-Procurement portal (<https://mhrd.euniwizarde.co>.) and on IIT Hyd website.

f) Conditional tenders will be summarily rejected.

**2. Delivery Period / Timeliness:** Delivery to be executed only after receipt of the Concurrence/LC as the case may be. The deliveries & installation must be completed within 6 months from receipt of Concurrence or Letter of Credit.

***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.***

### 3. Security Deposit:

- a. Within fifteen (15) days from the receipt of Concurrence from JICA , the vendor shall furnish a Security Deposit amounting to **3%** of the purchase order value in the form of Demand Draft/Bank Guarantee (**from scheduled Bank only**) favouring the Director, IIT Hyd.
- b. The IIT Hyd will forfeit the 3% security deposit if vendor fails to execute the order as per the Purchase Order.
- c. The Security Deposit should be valid for warranty period + 60 days, as the same will extend the same as Performance Bank Guarantee. Hence while preparing the BG , the time period required for delivery and installation and warranty + 60 days needs to be accounted for to cover the BG validity period.
- d) This Security Deposit will be refunded to the vendor only on satisfactory completion of all contractual obligations as per this Tender and Purchase Order issued against this Tender.
- e. **Bank Guarantee wherever mentioned in this document may be read as “Bank Guarantee from any Scheduled Bank” only.**

### 4. Amalgamation/Acquisition etc.:

In the event the Manufacturer/Supplier proposes for amalgamation, acquisition or sale of its business to any firm during the contract period, the BUYER/Successor of the Principal Company are liable for execution of the contract and also fulfilment of contractual obligations i.e. supply, installation, commissioning, warranty, maintenance/replacement of spares accessories etc. while submitting your bid, you may confirm this condition.

### 5. Bid Validity Period:

- a. The prices must be valid at least for a period of **120 days** from the date of opening of the Tender. No changes in prices will be acceptable in any condition after opening of tender till the validity of the offer or execution of the order whichever is later
- b. IIT Hyd may ask for the BIDDER's consent to extend the period of validity. Such request and the response shall be made in writing only. The BIDDER is free not to accept such request. A BIDDER agreeing to the request for extension will not be permitted to modify his bid.
- c. Bid evaluation will be based on the bid prices without taking into consideration the above corrections

### 6. AWARD OF CONTRACT:

- a. IIT Hyd, shall award the contract to the technically qualified eligible BIDDER whose bid has been determined as the lowest evaluated commercial bid.

b. If more than one BIDDER happens to quote the same lowest price, IIT Hyd reserves the right to award the contract to more than one BIDDER or any BIDDER.

## **7. IIT Hyd reserves the right to vary quantities at the time of Award:**

- a. IIT Hyd reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the tender document without any change in unit price or other terms and conditions. Further, at the discretion of IIT Hyd, the quantities in the contract may be enhanced by 25% within the delivery period.
- b. Firms which have already supplied similar equipment to IIT Hyd and have not completed required installation/commissioning/after sales service/warranty replacements etc. such firms offer will not be considered for further evaluation and no enquiries thereafter will be entertained.

## **8. Cargo Consolidation and Customs Clearance:**

IIT Hyd has appointed its own Freight Forwarder and Custom House Agent for all the imports. Please note that all the consignments have to be routed through their associates only. The address and contact details will be provided at the time of placing the Purchase Order.

## **9. Fraud and Corruption:**

IIT Hyd requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,

(a) The terms set forth below are defined as follows:

- (i) **“Corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (ii) **“Fraudulent practice”** means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (iii) **“Collusive practice”** means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non-competitive levels; and
- (iv) **Coercive practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract

(b) IIT Hyd will reject a proposal for award if it determines that Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent collusive or coercive practices in competing for the Contract in question

## **10. Interpretation of the clauses in the Tender Document / Contract Document**

In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, Director, IIT Hyd's interpretation of the clauses shall be final and binding on all parties.

## CHAPTER - 3 : CONDITIONS OF CONTRACT

### 1. Prices:

Bid prices should be filled in the appropriate format as mentioned in Price Schedule. All the bidders should quote prices for each and every item/accessories separately

#### **A. Bidders Quoting in Indian Rupees ( INR) - For Goods with Local Content in the range of not less than 20 %**

- (i) The price of the goods must be as per the BoQ.
- (ii) The price mentioned in BoQ must be inclusive of transportation, Insurance, loading and unloading and any other local service required for delivering the goods for the desired destination as decided by IIT Hyd. Loading and unloading is strictly in vendor scope. IIT Hyd will not provide any manpower support towards the same.
- (iii) The installation, commissioning and training charges (If any) must be mentioned as per the BoQ (if requested separately in BoQ) else the price quoted will be taken as inclusive of installation, commissioning and training.
- (iv) The institute will not be responsible in case of the bidders failing to include any of the above mentioned prices in their bid. The price mentioned in the BoQ will be final and the bidder has to comply with that, if awarded the tender.
- (v) Unloading of the goods at IIT Hyd is strictly in the scope of the bidder, no manpower will be provided by IIT Hyd.
- (vi) As per Ministry of Finance Notification 45/2017 & 47/2017, concessional GST at 5% is applicable to IITH.

#### **B. Bidders Quoting in Foreign Currency - For Goods with Local Content in the range of not less than 20 %**

- (i) The mode of shipment must be CIP only
- (ii) Courier mode of shipments will not be acceptable. The Shipments must be dispatched under Cargo Mode only.
- (iii) The mode of shipment once mentioned cannot be changes without the consent of IIT Hyd .
- (iv) Any financial implication leading to change of mode of shipment or any deviation from the bid submitted shall be borne by the bidder.



(v) The charges towards insurance and transportation of the goods and must be clearly mentioned.

(vi) The installation, commissioning and training charges (If any) must be mentioned as per the BoQ (if requested separately in BoQ) else the price quoted will be taken as inclusive of installation, commissioning and training.

(vii) The institute will not be responsible in case of the bidders failing to include any of the above mentioned prices in their bid. The price mentioned in the BoQ will be final and the bidder has to comply with that, if awarded the tender.

C. IIT Hyd is exempted from payment of Customs Duty under notification No.51/96 dated 23.07.1996. No other charges than those mentioned clearly in the quotation will be paid.

## **2. Bank Charges:**

All Bank charges, including opening of LC, to IIT Hyd Account and all charges outside India to Beneficiary's Account only. In case the BIDDER seeks confirmation of LC such confirmation charges are to the Beneficiary's account.

## **3. Agency Commission & Services:**

a) No Agency commission will be payable by IITH to the Indian Agent.

4. **Currency of Payment** - The contract price will be paid in the currency/currencies in which the price is stated in the contract.

5. **Performance Bank Guarantee:** The 3% Security Deposit which is mentioned above (Chapter 2 Point No 3) will be extended as Performance Bank Guarantee for a period of warranty period.

6. **Pre-installation:** The BIDDER has to state in detail the Electrical Power/UPS requirements, floor Space, head room, foundation needed and also to state whether Air-conditioned environment is needed to house the system and to run the tests. i.e. pre-installation facilities required for installation may please be intimated in the technical bid. Subsequently, before the consignment lands in IIT Hyd the bidder shall confirm that the pre-installation requirements are sufficient for installation of the equipment. The BIDDER should continuously monitor the pre-installation requirements and see that everything is ready before the consignment is taken to the site for installation.

## **7. Installation:**

a) BIDDER shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty and thereafter.

b) Installation demonstration to be arranged by the supplier free of cost and the same is to

be done within 15 days of the arrival of the equipment at site, unless otherwise instructed by the Institute

c) After successful installation what will be the minimum down time of equipment/instrument in case of breakdown. If the identified firm or person fails to put the system into working condition what is the further alternative course of action suggested to adhere to minimum down time should be covered in the Technical Bid.

#### **8. Inspection:**

a) The inspection of the system will be done by our technical expert /Scientist in the presence of firm's representative.

b) In case of receipt of the material in short supply or damaged condition the supplier will have to arrange the supplies/ replacement of goods free of cost pending the settlement of the insurance case wherever applicable on FOR at the IIT Hyd.

9. **Training:** Wherever needed, Scientist/Technical persons of the Institute should be trained by the supplier at the project site free of cost. In case the person is to be trained at supplier's site abroad or in India it should be mentioned in the quotation clearly. The supplier should bear all the expenses for such training including 'to & fro' fares and lodging & boarding charges.

#### **10. Warranty / Support:**

a) The items covered by the schedule of requirement shall carry standard warranty of OEM from the date of acceptance of the equipment by IIT Hyd. Warranty shall include free maintenance of the whole equipment supplied including free replacement of parts. The defects, if any, shall be attended to on immediate basis but in no case any defect should prolong for more than 24 hours. The comprehensive warranty includes onsite warranty with parts.

b) The defects, if any, during the guarantee/warranty period are to be rectified free of charge by arranging free replacement wherever necessary. This includes cost, insurance, freight, custom duty, local taxes if any should be borne by the beneficiary or his agent. No cost will be borne by IIT Hyd.

c) The warranty on the associated software should cover providing of upgraded version/s, if any, released during the warranty period free of cost.

d) The Bidder shall assure the supply of spare parts after warranty is over for maintenance of the equipment supplied if and when required for a period of 10 years from the date of supply of equipment on payment on approved price list basis.

e) The equipment must be supported by a Service Centre in India manned by the technical support engineers.. Also it should be possible to contact the Principal's vendor support Centre on a toll free number/web/mail. The support through this Centre must be available during all working days and hours.

f) The manufacturer/OEM is should facilitate the bidder/Agent on regular basis with technology / product updates & extend support for the warranty as well.

g) The vendor will have to arrange for all the testing equipment & tools required for installation, testing & maintenance etc.

h) The principal vendor must have a local logistics support by maintaining a spares in the country of deployment of the equipment, with the Indian Agent. This is to ensure immediate delivery of spares parts from Principal Vendor of equipment to its channel partner/system integrator.

i) Details of the agency who shall maintain during warranty and undertake Annual Maintenance Contract/Comprehensive Service Maintenance Contract beyond warranty shall be given in the offer. In case of foreign quote, the Indian Agent who shall maintain during warranty and AMC beyond warranty shall be given in the Technical Offer

j) **Commencement Of Warranty Period:** The warranty period of an item shall commence from the date of successful installation, commissioning and demonstration at IIT Hyd. The warranty period and validity of Performance Guarantee shall be extended for the period of delay in satisfactory installation and delay in warranty services.

11. **Reasonability of Prices:** The prices quoted must be the prices applicable for a premiere Educational and Research Institute of national importance. The bidder must give details of identical or similar equipment, if any, supplied to other IITs/ IISERs/ CSIR lab/ CFTI's during last three years along with the final price paid and Performance certificate from them

12. **Annual Maintenance Contract:** The bidder must mention in the quotation, the rate/amount of annual maintenance charges, if we opt for maintenance contract after expiry of the warranty period. This is mandatory to mention, wherever applicable. No sub-contracting will be allowed for installation or maintaining system/ equipment / instrument during or after warranty period.

13. **Indemnity:** The vendor shall indemnify, protect and save IIT Hyd against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipment's supplied by the bidder/OEM.

#### 14. **Freight & Insurance:**

a) **Imports:** In case of imports the freight & insurance will be paid by IIT Hyd , as the consignments are shipped through the IIT Hyd nominated freight forwarder (applicable only cases of FCA/FOB shipments).

b) **Indigenous :** The equipment'/items to be supplied will be insured by the vendor against all risks of loss or damage from the date of shipment till such time it is delivered at IIT Hyd site in case of Rupee transaction.

## **15. PAYMENT: - NO ADVANCE PAYMENTS ARE ALLOWED.**

### **A) INDIGENIOUS ( INR Orders)**

For Indigenous Orders , 90% payment shall be made against delivery, balance 10% on installation, commissioning and demonstration of the whole system to the satisfaction of the Institute/ Scientist/Technologist/Indentor/Professor etc. If the PBG, submitted as per Chapter 2 Clause No 3, requires extension to cover the Warranty Period the same will be done before release of the balance 10% Payment.

**Note: The Contract as per Annexure M , 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.**

### **B) IMPORT**

In case of import supplies the payment will be made only through Letter of Credit 90% payment will be released against delivery and 10% after installation wherever the installation is applicable. If the PBG, submitted as per Chapter 2 Clause No 3, requires extension to cover the Warranty Period the same will be done before release of the balance 10% Payment.

**Note: The Contract as per Annexure M, 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-**

- 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.
- 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.
- 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.

d) When proper shipment documents are received by Bank of India, Tokyo, 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.

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.

#### **16. Liquidity Damage for delayed Services**

i) As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to, failing which, IIT Hyd will forfeit SD and also LD clause will be applicable/enforced.

ii) If the supplier fails to Supply, Install and Commission the system as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 1% of order value per every week of delay subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier.

iii) IIT Hyd reserves the right to cancel the order in case the delay is more than 10 weeks. Penalties, if any, will be deducted from the Security Deposit.

#### **17. 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 equal to more than 50%
- ii) Class II local Supplier – has local content more than 20% but less than 50%

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 K** 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.

In case of procurement in excess of Rs.10 crores , the suppliers shall be required to provide the certificate from the Statutory auditor or cost auditor of the company giving the percentage of local content.

**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.

**18. 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 'L'** for this tender as mentioned in the Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

**19. Force Majeure :** IIT Hyd may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that the delay, in performance or other failure to perform its obligations under the Contract, is the result of a Force Majeure.

Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.) acts of states, the direct and indirect consequences of wars (declared or undeclared) hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises.

## **20. Dispute Settlement:**

IIT Hyd and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the IIT Hyd or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration.

Arbitration may be commenced prior to or after delivery of the Goods under the Contract. The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

- (a) In case of Dispute or difference arising between the IIT Hyd and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and



any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director IIT Hyd, if he is unable/ unwilling to act, to the sole arbitration of some other person appointed by his willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

(b) In the case of a dispute between the Purchase and a Foreign supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The venue of the arbitration shall be the place from where the purchase order or contract is issued.

21. **Jurisdiction:** The disputes, legal matters, court matters, if any, shall be subject to Hyderabad Jurisdiction only.

Assistant Registrar (S&P)

**CHAPTER 4**  
**SCHEDULE OF REQUIREMENTS, SPECIFICATIONS & ALLIED TECHNICAL DETAILS**

HPC cluster	250 cores Min
Form Factor	1U or 2U Rack Mountable
Mother Board/Chipset	Intel C620 series chipset or equivalent or better
RAM	Minimum 192GB RAM DDR4 2933MHz Dual Rank or more in balanced distribution
Processors	Dual CPU Based Server With Below Spec: a. Latest generation processor b. Each CPU with min. 32 cores or higher c. Min clock frequency of 2.9 GHz d. Support for AVX512 instructions
Network Controller	Dual 10G Base T ports
High Speed Primary Interconnects	Single Port 100GBps HDR 100 Infiniband
Drive Bays	4x3.5" or 8x2.5" hot swap SAS3/SATA drive bay
Optical Drive	One number DVD-RM/slim combo drive (Internal/External)
HDDs	2x480 GB SSD for OS read intensive, 4 X 1.2 TB SAS
Storage	20TB or Higher using SAS HDD
SAS HBA	Hardware raid support RAID 0,1,10,5,6 with min 2GB NVCache
Operating systems Support	The system should support latest version of CentOS, SUSE, UBUNTU and RHEL.
USB Ports	3 USB 2.0 Ports (2 rear + 1 front + 1 internal)
Video Output	1 VGA Port
Expansion Slots	3 PCI-e 3.0x16
Remote Management	IPMI 2.0 or equivalent support with KVM over media over LAN features with additional licenses if any. Should have Redfish API or equivalent for Server management with the below security feature. It should be able to automate mgmt. tasks and automated firmware updates. System Management Security Features: i. System shall support immutable hardware silicon root of trust to authenticate firmware booting and updates and protect hardware from malicious code ii. System shall support digitally signed secure firmware updates iii. System shall support Automatic BIOS and Firmware Recovery from malicious changes iv. System should support instant secure erasure of drives.

	v. Key Management (drives)
Power supply	Redudant and Hot Pluggable, 80 plus platinum or better certified power supply along with IEC 14 type power cables
System fans	Redudant Hot Plug system
GPU Support	Capable in include latest GPU Cards (slot in motherboard and power)

\*Software/Support: CentOS, Open Job Scheduler and Cluster Manager with cluster support of 5Years

#### Other Terms and conditions

1. The Bidder should have installed such or higher-end clusters in any Centrally Funded Technical Institutions (IITs/IIMs/IISERs/NITs or Central Universities) and should provide installation certificates from the institutes where they have installed.

#### **For any technical query related to enquiry you may to contact**

Prof. Kirti Chandra Sahu, Dept of Chemical Engineering - Email: [ksahu@che.iith.ac.in](mailto:ksahu@che.iith.ac.in)

For Commercial query

Mr. Suresh Nair - Assistant Registrar Email : [ar.purchase@iith.ac.in](mailto:ar.purchase@iith.ac.in)

Mr. Jagadeesh B – Deputy Registrar Email : [dr.snp@iith.ac.in](mailto:dr.snp@iith.ac.in)

With CC: [office.stores@iith.ac.in](mailto:office.stores@iith.ac.in)

## CHAPTER-5 BILL OF MATERIALS

Name of the Bidder \_\_\_\_\_

Tender No. \_\_\_\_\_

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

ANNEXURE – A

FORMAT/QUESTIONNAIRE FOR COMPLIANCE OF TERMS AND CONDITIONS

NOTE:

1. Quotation will not be considered without submission of this form.
2. If a particular question is not at all applicable please write NA in compliance part in Col. No. 4 below.
3. Kindly see the relevant terms & conditions of the tender document in each question before replying to the questions mentioned in Col. 2 below.

S. No	Terms & condition of Tender document	Whether acceptable (say 'Yes' or 'No' (preferably use different colour ink for 'No'))	Deviation from tender terms, if any, with reasons for noncompliance or alternative condition quoted for
1	a.) Whether quotation is direct from Principal supplier/manufacturer or their own office in India		
	b) Whether quotation is being submitted by Indian Agent/authorized distributor/ dealer		
2	Whether techno-commercial Bid contains Bid Securing Declaration , technical literature/leaflets, detailed specifications & commercial terms & conditions etc. as applicable		
3	a) If the prices are on Ex-Works /FOB, FCA/ or CIF, CIP basis for foreign currency bids		
	b) Whether specific amounts or percentage of expenses like packing, forwarding, handling, freight, insurance, documentation etc. have been mentioned in quotation separately in clear terms.		
4	a) Whether prevailing rates of GST & other govt. levies (for indigenous supplies) have been given in quotation		
5	The validity period of the quotation/bid as per our requirements is specified		
6	Whether copies of previous supply orders of the same item from other customers have been attached with the quotation		
7	Whether rates/amount of AMC after		

	the warranty period is over has been mentioned		
8	Whether the Make/Brand, Model number and name of manufacturer has been mentioned in the quotation and Printed technical literature/ leaflets of quoted items have been submitted		
9	Whether compliance statement of specifications has been attached with the Technical Bid.		
10	Whether the delivery period for supply of the items has been mentioned		
11	Do you agree to the submission of Security Deposit /Performance Bank Guarantee as per the terms of the Tender		
12	Do you agree about the date of commencement of warranty period & its extension is necessary.		
13	Who will install/commission and demonstrate the equipment at IIT Hyd. i.e Indian Agent or OEM		
14	Has Certificate about the availability of Spare parts submitted with the Technical Bid.		
15	b) Whether quotation has been signed and designation & name of signatory mentioned.		

Signature of the Bidder

Name

Stamp

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 Chapter 4 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					

Note : Bidders are required to fill this table as per the specifications given in the Chapter 4 of this Tender Document. The points needs to be reproduced in the table at Column No 2 and then fill in the relevant details for each specifications.

Signature of the Bidder

Name

Stamp



## Bid Securing Declaration Form

Date: \_\_\_\_\_

Tender No. \_\_\_\_\_

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: \_\_\_\_\_ (insert signature of person whose name and capacity are shown)  
in the capacity of \_\_\_\_\_ (insert legal capacity of person signing the Bid Securing Declaration)

Name: \_\_\_\_\_ (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

ANNEXURE – D

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]

ANNEXURE – E

PREVIOUS SUPPLY ORDER LIST FORMAT

Order placed by <i>{Full address of Purchaser}</i>	Order No. and Date	Description and quantity of ordered equipment	Value of order	Date of completion of delivery as per contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any and justification for price difference of their supply order & those quoted to us.	Has the equipment been installed satisfactorily? <i>(Attach a certificate from the Purchaser/ Consigner)</i>	Contact Person along with Telephone no., Fax no. and e-mail address.

Signature and Seal of the Manufacturer/ bidder .....

Place:

Date:

ANNEXURE – F

**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 1) Limited Company

(tick on appropriate option ) 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 – G

DECLARATION REGARDING CLEAN TRACK/NO LEGAL ACTION

(to be provided on letter head of the firm)

I hereby certify that the above firm namely \_\_\_\_\_ is neither blacklisted by any Central/State Government/Public Undertaking/Institute nor any criminal case registered / pending against the firm or its owner / partners anywhere in India.

I also certify that the above information is true and correct in any every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

Date:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:

ANNUAL MAINTENANCE CONTRACT

We hereby certify that the Annual Maintenance Contract for the equipment, after expiry of warranty period will be charged as follows :

For Comprehensive AMC

- 1) 1<sup>st</sup> year \_\_\_\_ % of the equipment value
- 2) 2<sup>nd</sup> year \_\_\_\_% of the equipment value
- 3) 3<sup>rd</sup> year \_\_\_\_% of the equipment value.

For Non - Comprehensive AMC

- 1) 1<sup>st</sup> year \_\_\_\_ % of the equipment value
- 2) 2<sup>nd</sup> year \_\_\_\_% of the equipment value
- 3) 3<sup>rd</sup> year \_\_\_\_% of the equipment value.

We also certify that the spares for the equipment will be available for the equipment for \_\_\_\_ years.

Date:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:



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)

ANNEXURE – J

NO RELATIONSHIP CERTIFICATE

(On Company Letterhead )

1. I/We hereby certify that I/We\* am/are\* related/not related(\*) to any officer of IIT Hyderabad. ( If Related provide the details of the employee)
2. I/We\* am/are\* aware that, if the facts subsequently proved to be false, my/our\* contract will be rescinded with forfeiture of E.M.D and security deposit and I/We\* shall be liable to make good the loss or damage resulting from such cancellation.
3. I/We also note that, non-submission of this certificate will render my / our tender liable for rejection.

Date:

Authorized Signatory  
Name:

Place:

Designation:

Contact No.:

**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 502285

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.

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)**

ANNEXURE –L

**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

## 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

**Checklist for BIDDERS**

BIDDERS to indicate whether the following are enclosed/mentioned by striking out the non-relevant option

Envelope-1(Technical-Bid)				
(Following documents to be provided as single PDF file)				
Sl. No.	Documents	Content	File Types	Document Attached
1		Format/Questionnaire for compliance as per Annexure-‘A’	.PDF	( Yes /No )
2		Format of compliance statement of specification as per Annexure-‘B’	.PDF	( Yes /No )
3		Bid Securing Declaration as per Annexure-‘C’(as applicable)	.PDF	( Yes /No )
4		Manufacturer’s Authorization Form as per Annexure-‘D’	.PDF	( Yes /No )
5		Previous supply order format as per Annexure-‘E’	.PDF	( Yes /No )
6		Bidder Information form as per Annexure-‘F’	.PDF	( Yes /No )
7		Declaration Regarding Clean Track/No Legal Action as per Annexure-‘G’	.PDF	( Yes /No )
8		AMC as per Annexure-‘H’	.PDF	( Yes /No )
9		Acceptance Of Tender Terms as per Annexure- ‘I’	.PDF	( Yes /No )
10		Relation Certificate as per Annexure- ‘J’	.PDF	( Yes /No )
11		Local Content Declaration as per Annexure ‘K’	.PDF	( Yes /No )
12		Certificate For DPIIT Registration as per Annexure – ‘L’	.PDF	( Yes /No )
13		Bill of Material as Per Chapter 5	. PDF	(Yes /No )
14		List of deliverables as per Chapter- 4, along with the Technical Brochures and Commercial Terms and Conditions	.PDF	( Yes /No )
15		All other documents as per Chapter 1 Point No - 4.1.	.PDF	( Yes /No )
Envelope-2(Financial-Bid)				
Sl. No.	Documents	Content	File Types	Document Attached
1	Financial Bid	Price bid should be submitted in excel as per BoQ	.xls	( Yes /No )