

LIMITED TENDER

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

Limited Tender No: IITH/5(11)/ARABINDA/2020/T017-G

Date: 14/07/2021

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 for the following item.

| Item Description | Qty |
|--|-------------------|
| Item Name: Optics, opto-mechanics and RF components for Brillouin light scattering experiment | As per Annexure A |
| Annexures: Technical Specifications as per Annexure A Compliance Statement as per Annexure B Bill of Material as per Annexure C DPIIT Registration Certificate as per Annexure D Declaration for Local Content as per Annexure E Bidder's Information Sheet as per Annexure F JICA Contract Sample Form G | |

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 | 14-07-2021 | 06:00 pm |
| 2 | Bid Submission Start Date | 14-07-2021 | 06:30 pm |
| 3 | Bid Submission Close Date | 29-07-2021 | 02:00 pm |
| 4 | Opening of Bids | 29-07-2021 | 02:10 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 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 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 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/ Mr.Vijay -
08448288989/Mr.Gagan-8448288987

TERMS & CONDITIONS

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

a) be in **single part** (single part / two-part bidding)

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 60 days from the date of opening of the quotation. The rate quoted should be free delivery at IITH Stores, Kandi 502284.

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. 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.

B) IMPORT

i) **Letter of Credit** will be established for 100% order value excluding the Agency Commission due to the Indian Agents.

90% payment shall be made against the presentation of original Shipping documents to our bankers or as per the LC terms and conditions. Balance 10% will be released after completion of satisfactory installation, commissioning, demonstration of the whole system to the satisfaction of the Institute/User Scientist Technologist/Indentor/Professor.

OR

ii) **By Wire Transfer** - 90% payment shall be made against delivery, installation, commissioning and balance 10% on demonstration of the whole system to the satisfaction of the Institute/User Scientist /Technologist/Indentor/Professor.

Note: The Contract as per Annexure G, 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.

9. Delivery period required for supplying the material should be invariably specified in the quotation. The offered delivery period shall have to be strictly adhered to in case an order is placed.

Delivery: Delivery period will be counted from the date of receipt of Concurrence from JICA. Once the Concurrence is received the same will be intimated to the vendor. Delivery to be executed only after receipt of the Concurrence. No Delivery will be accepted before concurrence from JICA.

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

11. 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

12. Warranty & Maintenance contract: The supplier shall warranty equipment, system components for a minimum period **as per the standard OEM** following satisfactory installation and commissioning. The defects, if any, during the guarantee/warranty period are to be rectified free of charge by arranging free replacement wherever necessary. All expenditure including government levies on account of the replacement are to be borne by the supplier/agent.

13. Installation & Testing: The installation shall be completed within a week 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.

Note to MSME/NSIC bidders: 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.

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 equal to or more than 50%
- ii) Class II local Supplier – has local content more than 20% but less than 50%
- iii) Non Local Supplier – has local content less than 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.

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



Indian Institute of Technology Hyderabad

Kandi, Sangareddy - 502 284, Telangana, India

Phone: 040-23016071:

Website: www.iith.ac.in, Email: office.stores@iith.ac.in>

For any technical query related to enquiry you may to contact

Dr. Arabinda Haldar - Email: arabinda@phy.iith.ac.in

For Commercial query

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

Mr. Jagadeesh B – Deputy Registrar Email : dr.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. However, suppliers who desire to participate in such tenders in future may bring it to the notice of the purchaser and apply for registration as per procedure

ANNEXURE A

Technical details:

Optics, opto-mechanics and RF components for Brillouin light scattering experiment:

| Sl no. | Item description | Qty. |
|--------|---|------|
| 1. | Thermal Power Sensor Head, Surface Absorber, 0.19 - 20 μm , 5 W, \varnothing 10 mm | 1 |
| 2. | Mounted Glan-Laser Polarizer, \varnothing 10 mm CA, Coating: 350-700 nm | 1 |
| 3. | Lens Tube Mount for 8 mm and 10 mm Mounted Polarizing Prisms | 1 |
| 4. | High-Precision Rotation Mount for \varnothing 1" (25.4 mm) Optics, Metric | 1 |
| 5. | \varnothing 1" Achromatic Doublet, SM1-Threaded Mount. f=500 mm | 3 |
| 6. | \varnothing 1" Achromatic Doublet, SM1-Threaded Mount, f=75 mm | 1 |
| 7. | Translating Lens Mount for \varnothing 1" Optics | 4 |
| 8. | Fixed \varnothing 1" Optical Mount M4 Tap | 2 |
| 9. | Broadband Dielectric Mirror \varnothing 1", 400-750 nm | 1 |
| 10. | Dovetail Optical Rail 75 mm | 1 |
| 11. | Dovetail Optical Rail 150 mm | 2 |
| 12. | Dovetail Optical Rail Carrier 1"x2" | 4 |
| 13. | Right-Angle Clamp for \varnothing 1/2" Posts 5 mm Hex | 1 |
| 14. | Precision Kinematic Mirror Mount \varnothing 2" | 2 |
| 15. | Protected Silver Mirror \varnothing 1" (\varnothing 25.4 mm) | 2 |
| 16. | Kinematic Mirror Mount for \varnothing 1" optics | 1 |
| 17. | Mounted Achromat f500 \varnothing 2" 400-700nm | 1 |
| 18. | Metric, Lens Mount for \varnothing 2" Optics | 1 |
| 19. | laser safety glass (to block 532 nm) | 1 |
| 20. | laser safety glass (to block 408-650nm) | 1 |
| 21. | Compact Kinematic Mirror Mount M4 taps | 3 |
| 22. | Zero Aperture Iris, \varnothing 12.0 mm Max Aperture | 2 |
| 23. | Adjustable Flip Platform, M4 Taps | 2 |

| | | |
|------------|--|---|
| 24. | Flip Mount Adapter, Metric | 2 |
| 25. | Kinematic Mount Centering Plate, Metric | 4 |
| 26. | 12.7 mm XYZ Dovetail Translation Stage with Baseplate, M4 Taps | 4 |
| 27. | Microwave Cable, SMA Male to SMA Male, 72" (1829 mm) | 2 |
| 28. | Microwave Cable, SMA Male to SMA Male, 36" (914 mm) | 2 |
| 29. | Mounted Zero order 1/2 Waveplate 532nm | 1 |
| 30. | 12.7 mm XY Dovetail Translation Stage with Baseplate | 1 |
| 31. | SMA Adapter, Straight, Male-Female (M-F) | 2 |
| 32. | SMA Adapter, Elbow, Male-Female (M-F) | 2 |
| 33. | Microwave Cable Adapter, 2.4 mm Female to 2.92 mm Female | 2 |
| 34. | Microwave Cable, 2.92 mm Male to 2.92 mm Male, 36" (914 mm) | 2 |
| 35. | Microwave Cable, 2.4 mm Male to 2.4 mm Male, 36" (914 mm) | 2 |

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 | | | | | |



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Kandi, Sangareddy - 502 284, Telangana, India
Phone: 040-23016071:
Website: www.iith.ac.in, Email: office.stores@iith.ac.in

ANNEXURE – C

BILL OF MATERIALS

Name of the Bidder _____

Tender No. _____

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



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ANNEXURE – D

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



ANNEXURE – D

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 (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)



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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 _____



**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.



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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

Witness

Name

Name:

Designation

Date

Witness

Name