भारतीय प्रौद्योगिकी संस्थान हैदराबाद
Indian Institute of Technology Hyderabad

Indian Institute of Technology Hyderabad
Kandi, Sangareddy - 502 285, Telangana, India
Phone: 040-23016071:
Website: www.iith.ac.in, Email: office.stores@iith.ac.in>

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/BT/5(2)/SANDIPAN R/JICA/O/T020 Date: 22/09/2020

Indian Institute of Technology Hyderabad invites online bids (e-tender) in two bids systems, from OEM/Authorized distributers/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	Qty	
High-Resolution Tandem Mass- spec System (LC-MS/MS) for quantitative proteomics Analyses, Liquid Chromatography – High-Resolution Mass Spectrometer System (ESI-Q-ToF) with software	01 Nos	

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	22/09/2021	11:00 Hrs
2	Bid Submission Start Date	22/09/2021	11:10 Hrs
3	Bid Submission Close Date	12/10/2021	11:00 Hrs
4	Opening of Technical Bids	12/10/2021	11:10 Hrs

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

SURESH NAIR

Digitally signed by SURESH NAIR
Date: 2021.09.22 11:28:27 IST

Indian Institute of Technology Hyderabad
Kandi, Sangareddy - 502 285, Telangana, India
Phone: 040-23016071:
Website: www.iith.ac.in, Email: office.stores@iith.ac.in>

Index Page

Sr.No	Contents	Page No
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	
19	ANNEXURE – M- JICA CONTRACT AGREEMENT FORMAT	
20	ANNEXURE – N – FORMAT OF INTEGRITY PACT	
21	CHECKLIST FOR BIDDERS	

भारतीय प्रौद्योगिकी संस्थान हैदराबाद
Indian Institute of Technology Hyderabad

Indian Institute of Technology Hyderabad
Kandi, Sangareddy - 502 285, Telangana, India
Phone: 040-23016071:
Website: www.iith.ac.in, Email: office.stores@iith.ac.in>

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 for activation of their account.

Indian Institute of Technology Hyderabad
Kandi, Sangareddy - 502 285, Telangana, India
Phone: 040-23016071:
Website: www.iith.ac.in, Email: office.stores@iith.ac.in>

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

Indian Institute of Technology Hyderabad
Kandi, Sangareddy - 502 285, Telangana, India
Phone: 040-23016071:
Website: www.iith.ac.in, Email: office.stores@iith.ac.in>

CHAPTER-1 INVITATION FOR TENDER OFFERS

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

Item : Supply, Installation, Commissioning & Demonstration of High-Resolution Tandem Mass-spec System (LC-MS/MS) for quantitative proteomics Analyses, Liquid Chromatography – High-Resolution Mass Spectrometer System (ESI-Q-ToF) with software

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%

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

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

2. **Date & Time Schedule**

Sr.No	Particulars	Date	Time
1	Date of Online Publication/Download of Tender	As mentioned above	
2	Bid Submission Start Date		
3	Bid Submission Close Date		
4	Opening of Technical Bids		

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.

a) Compliance statement/questionnaire of tender terms and conditions as per **Annexure-'A'.**
b) Compliance statement of specifications as per **Annexure- 'B'**.

c) Bid Securing Declaration Form as per **Annexure- 'C'.**
d) Manufacturer authorization as per **Annexure –'D'.**
e) Previous Supply Order List Format as per **Annexure –'E'**.
f) 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.
n) Format of Integrity Pact – as per **Annexure N**
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.

Indian Institute of Technology Hyderabad
Kandi, Sangareddy - 502 285, Telangana, India
Phone: 040-23016071:
Website: www.iith.ac.in, Email: office.stores@iith.ac.in>

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-Commerical 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 two (02) 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 **90 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 in directly, 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 minimum Three years of comprehensive warranty 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 the documents as per the LC are received by Bank of India, Tokyo, along with the "Certificate of Acceptance" and "Certified Invoice" issued by IITH, the bank will release yen equivalent of the contract value of the consignment to the Bank of India, Tokyo for releasing further payment to the supplier.

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 valuated 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.

<u>Complaint Redressal Mechanism</u>:

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 suppler, 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)

भारतीय प्रौद्योगिकी संस्थान हैदराबाद
Indian Institute of Technology Hyderabad

Indian Institute of Technology Hyderabad
Kandi, Sangareddy - 502 285, Telangana, India
Phone: 040-23016071:
Website: www.iith.ac.in, Email: office.stores@iith.ac.in>

CHAPTER 4
SCHEDULE OF REQUIREMENTS, SPECIFICATIONS & ALLIED TECHNICAL DETAILS

High-Resolution Tandem Mass-spec System (LC-MS/MS) for Quantitative Proteomics Applications

Liquid Chromatography - High-Resolution Mass Spectrometer System

(A) Main Qualification Criteria

1. **Quantitative Proteomics Applications:** High-resolution Tandem Mass-spec System (LC-MS/MS) system must be suitable for comprehensive quantitative proteomics analysis and profiling of post-translational modifications (specifically phosphorylation).

2. **Single Manufacturer for LC and MS Systems:** Both the Liquid Chromatograph (LC) and High-Resolution Mass Spectrometer (HRMS) must be manufactured, supplied and installed by a single vendor to provide complete compatibility and integration between the LC and tandem mass spec.

3. **Long-Term Service and Supports:** Both the LC and HRMS must be fully supported by the supplier to provide instrument diagnostic and repair. At least 10 years spares support need to be provided.

(B) Liquid Chromatograph (LC) Specifications

1. **Pump:** Must be Binary Pump Dual pistons in series pump allowing active damping. Gradient capability using high-speed proportioning valve 18,000 psi pressure

2. **Flow Rate:** 0.001-5ml/min in 0.001ml increment

3. **Delay Volume:** The delay volume of the LC system should be less than 50µL

4. **Flow Precision:** Less than or equal to 0.07% relative standard deviation

5. **Flow Accuracy**: Must be better than 1%

6. **Composition Accuracy**: 0.35% or better

7. **Auto Sampler**: Must be capable of holding at least 100 sample vials or more of 1.5 ml or higher volume.

8. **Column Oven:** Column Temperature Control 4°C to 100°C or better. Column oven to accommodate multiple columns (at least two columns of 10 cm).

9. **PDA Detector:** A 1024-element photodiode array Detector covering a wavelength of 190- 800 nm or more.

(C) <u>Tandem Mass-spec (ESI-Quadrupole ToF) Specifications</u>

1. **Ion Source:** Should have ESI probe, which should have a dual inlet to pass Reference standard and test samples together to produce maximum accuracy. Ion source should be interchangeable without breaking the vacuum of the system. The instrument should support polarity switching to analyze both positive and negative compounds in a single run.
2. **Mass Analyzer:** Ion injector should be in the vacuum region. The analyzer should be Quadrupole followed by High-Resolution Mass Analyzer separated by a hexapole Collision Cell.
3. **Mass Range:** Mass range for the instrument should be 100-10,000 m/z or higher for QToF.
4. **Resolution:** Resolution must be more than 40,000 FWHM. Resolution should be clearly mentioned in the datasheet of the manufacturer.
5. **Mass Accuracy:** Minimum mass accuracy in MS mode better than 1 ppm, MS/MS mode better than 3 ppm (based on ten or more consecutive measurements).
6. **Mass Acquisition Mode:** Must be capable of performing MS and MS/MS together in a single analysis. Both DIA and DDA should be supported.
7. **Sensitivity:** The instrument should have a sensitivity of 1000:1 (or better) in MS mode for 1 pg of any specific analyte and 4000:1 (or better) in MSMS mode for 1 pg of any specific analyte. The sensitivity should be reported in S/N mode.
8. **Linear Dynamic Range:** In spectrum dynamic range on coeluting components while achieving maximum mass resolution must be 5 orders or better.
9. **Spectral Acquisition Rate:** Should be 50 spectra/sec or higher in MS and MS/MS mode.
10. **Temperature Stability:** The instrument should offer 1 ppm mass accuracy within a relatively broad range of temperature (such as18-35 ^{o}C).
11. **Vacuum System:** Highly efficient automated vacuum systems should be provided.
12. **Calibration and Tuning:** Automated delivery of calibrant for tuning and mass calibration without requirement of any external syringe pump etc. The tuning process should be automated, and software controlled.
13. **Nitrogen Generator:** Gas Generators capable of supplying all necessary gases with the required purity, pressure, and flow rate, as required for the Q-HRMS instrument should

be provided. It should be complete with all necessary accessories. • Highly reputed brand of Nitrogen generator (99.5% purity) with inbuilt compressor with low noise and flow rate of 70 L/min should be provided. • Nitrogen cylinder or equivalent gas cylinder of > 99% purity to be provided with suitable connections for efficient fragmentation in the collision cell.

(D) Data Acquisition and Analysis Software Specifications

1. Integrated software to control and data acquisition MS and LC together. Software for analysis of quantitative proteomics data (including search engine) must be there.

2. The deconvolution software should be provided. A tool for screening analytes of various origins should be availably capable of compound confirmation and quantitation.

3. Software for complete omics workflow should be quoted. It should provide a combination of advanced processing abilities and statistical and visualization tools to analyze complex MS data sets.

   - The omics software should have all statistical features (ANOVA, PCA, etc.) inbuilt.

   - It should provide targeted and untargeted batch feature extraction for mass spectrometric data.
   - A tool to generate fast in silico spectral matches to accurately annotate peptide/lipid MS/MS spectra.

4. Two Computer Systems to be supplied along with the instrument. (1) Data acquisition and instrument control, and (2) Data analysis

   Intel Xeon W-2133 (3.6 GHz, 8.25 MB cache, 6-8 cores) with Windows 10 operating system and 16 GB RAM or higher and GPU of a reputed brand of 2GB or more. All Software modules required for the running of the system should be compatible with the provided PCs.

(E) Additional Requirements

1. All necessary gases, including nitrogen generator, need to be supplied with the instrument
2. 15 KVA UPS to be provided with 1hr backup
3. Anti-Vibration Table for the LC and HRMS systems and accessories
4. The manufacturer should arrange for satisfactory on-site training for the selected users
5. Suitable LC and LC/MS Columns (C18 and RP, minimum 5) - 1mm and 0.5mm of diameter with different length
6. Following reagents or consumables need to be included in the package-
   i. Glass Vials (1.5-2mL) – 2000 No.

ii. Capillary Tube – 2 No.
iii. Acetonitrile (MS/HPLC grade) – 5L
iv. Acetone (MS/HPLC grade) – 5L
v. Methanol (MS/HPLC grade) –5L
vi. Water (MS grade) –10L
vii. Isopropyl alcohol (MS/HPLC grade) – 5L
viii. Formic acid (MS grade) – 2 X 100mL
ix. Nitrogen Filters – 2 No.
x. Nitrogen Cylinders – 2 No.
xi. Instrument calibration and tuning reagents (including Peptide Pools)

Other Terms & Conditions

1. **Installation in Other Premier Institutes:** Installation details (Purchase Order details, Installation Report, and Satisfaction Certificate) in at least 2 other institutes (IITs, IISc, TIFRs, NITs, IISERs, NIPERs, prominent CSIR/DBT research institutes), where the same instrument is installed.
2. **Warranty:** At least **three years warranty** on Liquid Chromatograph (LC) and High-Resolution Mass Spectrometer (HRMS) Instruments and Nitrogen Generator (three years warranty for Nitrogen Generator should be mentioned separately).
3. The vendor has to take care of the custom clearance and delivery/transport of the instrument to IIT Hyderabad.

For any technical query related to enquiry you may to contact

Dr. Sandipan Ray, Dept of Biotechnology - Email: sandipan.ray@bt.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

भारतीय प्रौद्योगिकी संस्थान हैदराबाद
Indian Institute of Technology Hyderabad

Indian Institute of Technology Hyderabad
Kandi, Sangareddy - 502 285, Telangana, India
Phone: 040-23016071:
Website: www.iith.ac.in, Email: office.stores@iith.ac.in>

CHAPTER-5 BILL OF MATERIALS/ Un-Priced Technical Bid

Name of the Bidder _____ Tender No._____

Sr.No	Model No / Item Code/Cat-ID	Item Description	Country of Origin	Qty
1				
2				
3				
n				

Other Terms & Conditions

1 Payment terms :
2 Delivery Period from the date of Issue of PO :
3 Warranty :
4 Any other additional terms :

भारतीय प्रौद्योगिकी संस्थान हैदराबाद
Indian Institute of Technology Hyderabad

Indian Institute of Technology Hyderabad
Kandi, Sangareddy - 502 285, Telangana, India
Phone: 040-23016071:
Website: www.iith.ac.in, Email: office.stores@iith.ac.in>

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

भारतीय प्रौद्योगिकी संस्थान हैदराबाद
Indian Institute of Technology Hyderabad

Indian Institute of Technology Hyderabad
Kandi, Sangareddy - 502 285, Telangana, India
Phone: 040-23016071:
Website: www.iith.ac.in, Email: office.stores@iith.ac.in>

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

भारतीय प्रौद्योगिकी संस्थान हैदराबाद
Indian Institute of Technology Hyderabad

Indian Institute of Technology Hyderabad
Kandi, Sangareddy - 502 285, Telangana, India
Phone: 040-23016071:
Website: www.iith.ac.in, Email: office.stores@iith.ac.in>

ANNEXURE – C

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 he 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)

Indian Institute of Technology Hyderabad
Kandi, Sangareddy - 502 285, Telangana, India
Phone: 040-23016071:
Website: www.iith.ac.in, Email: office.stores@iith.ac.in>

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 completer 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]

भारतीय प्रौद्योगिकी संस्थान हैदराबाद
Indian Institute of Technology Hyderabad

Indian Institute of Technology Hyderabad
Kandi, Sangareddy - 502 285, Telangana, India
Phone: 040-23016071:
Website: www.iith.ac.in, Email: office.stores@iith.ac.in>

ANNEXURE – E

PREVIOUS SUPPLY ORDER LIST FORMAT

Order placed by {*Full address of Purchaser]*	Order No. and Date	Description and quantity of ordered equipment	Value of order	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? (*Attach a certificate from the Purchaser/ Consigner]*	Contact Person along with Telephone no., Fax no. and e-mail address.

Signature and Seal of the Manufacturer/ bidder ……

Place:

Date:

भारतीय प्रौद्योगिकी संस्थान हैदराबाद
Indian Institute of Technology Hyderabad

Indian Institute of Technology Hyderabad
Kandi, Sangareddy - 502 285, Telangana, India
Phone: 040-23016071:
Website: www.iith.ac.in, Email: office.stores@iith.ac.in>

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 (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)

भारतीय प्रौद्योगिकी संस्थान हैदराबाद
Indian Institute of Technology Hyderabad

Indian Institute of Technology Hyderabad
Kandi, Sangareddy - 502 285, Telangana, India
Phone: 040-23016071:
Website: www.iith.ac.in, Email: office.stores@iith.ac.in>

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 _____

भारतीय प्रौद्योगिकी संस्थान हैदराबाद
Indian Institute of Technology Hyderabad

Indian Institute of Technology Hyderabad
Kandi, Sangareddy - 502 285, Telangana, India
Phone: 040-23016071:
Website: www.iith.ac.in, Email: office.stores@iith.ac.in>

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.:

भारतीय प्रौद्योगिकी संस्थान हैदराबाद
Indian Institute of Technology Hyderabad

Indian Institute of Technology Hyderabad
Kandi, Sangareddy - 502 285, Telangana, India
Phone: 040-23016071:
Website: www.iith.ac.in, Email: office.stores@iith.ac.in>

ANNEXURE – H

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) 1st year ___ % of the equipment value

2) 2nd year ___% of the equipment value

3) 3rd year ___% of the equipment value.

For Non - Comprehensive AMC

1) 1st year ___ % of the equipment value

2) 2nd year ___% of the equipment value

3) 3rd year ___% of the equipment value.

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

Date:

Place:

Authorized Signatory
Name:

Designation:

Contact No.:

भारतीय प्रौद्योगिकी संस्थान हैदराबाद
Indian Institute of Technology Hyderabad

Indian Institute of Technology Hyderabad
Kandi, Sangareddy - 502 285, Telangana, India
Phone: 040-23016071:
Website: www.iith.ac.in, Email: office.stores@iith.ac.in>

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)

भारतीय प्रौद्योगिकी संस्थान हैदराबाद
Indian Institute of Technology Hyderabad

Indian Institute of Technology Hyderabad
Kandi, Sangareddy - 502 285, Telangana, India
Phone: 040-23016071:
Website: www.iith.ac.in, Email: office.stores@iith.ac.in>

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:

Place:

Authorized Signatory
Name:

Designation:

Contact No.:

भारतीय प्रौद्योगिकी संस्थान हैदराबाद
Indian Institute of Technology Hyderabad

Indian Institute of Technology Hyderabad
Kandi, Sangareddy - 502 285, Telangana, India
Phone: 040-23016071:
Website: www.iith.ac.in, Email: office.stores@iith.ac.in>

ANNEXURE – K

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)

भारतीय प्रौद्योगिकी संस्थान हैदराबाद
Indian Institute of Technology Hyderabad

Indian Institute of Technology Hyderabad
Kandi, Sangareddy - 502 285, Telangana, India
Phone: 040-23016071:
Website: www.iith.ac.in, Email: office.stores@iith.ac.in>

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

भारतीय प्रौद्योगिकी संस्थान हैदराबाद
Indian Institute of Technology Hyderabad

Indian Institute of Technology Hyderabad
Kandi, Sangareddy - 502 285, Telangana, India
Phone: 040-23016071:
Website: www.iith.ac.in, Email: office.stores@iith.ac.in>

ANNEXURE –M

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	For
Indian Institute of Technology Hyderabad	Company
Name:	Name:
Designation	Designation
Date	Date
Witness	Witness
Name	Name

Indian Institute of Technology Hyderabad
Kandi, Sangareddy - 502 285, Telangana, India
Phone: 040-23016071:
Website: www.iith.ac.in, Email: office.stores@iith.ac.in>

ANNEXURE - N

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20XX, between, on one hand, the President of India acting through Shri _____, Designation of the officer, Ministry / Department, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise required, his successors in office and assigns) of the First part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/ Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered in with a view to : -

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, with demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2. The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.

1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERs

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage commission, fees, brokerage or inducement o any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any

other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3. BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.

3.4. BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether India or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDR's firm, the same shall be disclosed by the BIDDER at the time of filing of ender.

3.13. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.14. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. **Previous Transgression**

4.1. The BIDDER declares the no previous transgression occurred in the last three years immediately before signing of the Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. **Earnest Money (Security Deposit)**

5.1. While submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft in favour of _____

(ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instruments (to be specified in the RFP).

5.2. The Earnest Money / Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3. In case of the Implementing Agency a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions of Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the dame without assigning any reason for imposing sanction for violation of this pact.

5.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. **Sanction for Violations**

6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the buyer, along with interest.

(vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor (s) appointed for the purposes of this Pact.

7. **Fall Clause**

7.1. The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact of payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

10. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. **Validity**

11.1. The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER

and the BIDDER/Seller, Including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at _____ on _____

Buyer	Bidder
Name of the Officer	CHIEF EXECUTIVE OFFICER
Designation	
Deptt./MINISTRY/PSU	
Witness	Witness
1._____	1._____
2. _____	2._____

भारतीय प्रौद्योगिकी संस्थान हैदराबाद
Indian Institute of Technology Hyderabad

Indian Institute of Technology Hyderabad
Kandi, Sangareddy - 502 285, Telangana, India
Phone: 040-23016071:
Website: www.iith.ac.in, Email: office.stores@iith.ac.in>

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.	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	Integrity Pact as per the Annexure N	.PDF	(Yes/No)
14	Bill of Material as Per Chapter 5	. PDF	**(Yes /No**)
15	List of deliverables as per Chapter- 4, along with the Technical Brochures and Commercial Terms and Conditions	.PDF	(**Yes /No**)
16	All other documents as per Chapter 1 Point No - 4.1.	.PDF	(**Yes /No**)
	Envelope-2(Financial-Bid)		
Sl. No.	Content	File Types	Document Attached
1	Price bid should be submitted in excel as per BoQ	.xls	(**Yes /No**)