

SINGLE TENDER

Single Tender No: **IITH/CE/SHASHIDHAR/2024/S/T069**

Date: **21.03.2025**

Indian Institute of Technology Hyderabad invites online bids (e-tender) in Single Bid (Technical + Financial) System for of the following item :

| Item Description | Qty | Tender fee (GST 18%) |
|---|---------------|----------------------|
| Supply, installation & commissioning of 12011319-CFX Opus 96 Real-Time PCR Machine. | 01 Nos | Rs. 1,180.00 |
| Annexures: Bill of Material as per Annexure A Manufacturer authorization as per Annexure B DPIIT Registration Certificate as per Annexure C Declaration for Local Content as per Annexure D Declaration Regarding clean Track/NO Legal Action as per Annexure E Bidder Information Sheet as per Annexure F Acceptance of Tender Terms as per Annexure G Bank Guarantee format for earnest Money Deposit as per Annexure H (Not applicable) Performance Bank Guarantee as per Annexure I | | |

The Tender Document can be downloaded from <https://eprocure.gov.in/eprocure/app> OR Institute website- <https://iith.ac.in/tenders>

The bid is to be submitted online only through the E-procurement portal of <https://eprocure.gov.in/eprocure/app> 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 | 21/03/2025 | 05.30 PM |
| 2 | Bid Submission Start Date | 21/03/2025 | 06:00 PM |
| 3 | Bid Submission Close Date | 31/03/2025 | 04.30 PM |
| 4 | Opening of Bids | 01/04/2025 | 05.00 PM |

No manual bids will be accepted. All quotation should be submitted online through CPP Portal only (<https://eprocure.gov.in/eprocure/app>)

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact details of the helpdesk are +91 0120-4711 508, +91 0120-4200462, +91 0120-4001002, +91 0120-4001005 and support-eproc@nic.in

INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

More information useful for submitting online bids on the CPP Portal may be obtained at:
<https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online bidder Enrollment**" on the CPP Portal which is free of charge.
- 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 from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their 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.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

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. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection 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 / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white 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, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" 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.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid 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.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be 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 coloured (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) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 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 CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact details of the helpdesk are +91 0120-4711 508, +91 0120-4200462, +91 0120-4001002, +91 0120-4001005 and support-eproc@nic.in.

TERMS & CONDITIONS

1. It may kindly be noted that your bid should:
 - a. Single Bid system (Technical Bid + Financial Bid)
2. The acceptance of the quotation will rest with the competent authority, who does not bind himself to accept the lowest quotation and reserves the right to himself to reject, or partially accept any or all the quotations received without assigning any reason.
3. Price quoted should be as per the BoQ and valid for a minimum period of 90 days from the date of opening of the quotation. The rate quoted should be free delivery at IITH Stores, Kandi 502285.
4. Complete specification with manufacturer's name and address should be given while quoting. Literature/Pamphlets should also be enclosed wherever applicable
5. In cases of agents quoting on behalf of the manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 - i) The manufacturer directly or through one agent on his behalf; or
 - j) ii) Agent on behalf of only one principal.
6. In case the items in the enquiry are covered by any rate contract or running contract finalized by any other state or central Government, it should be specified in your quotation and accepted contract rates should also be mentioned.
7. e-Delivery / Delivery period: Software / Material should be delivered and installed within **1 months** from the date of issue of purchase order. The offered delivery period shall have to be strictly adhered to in case an order is placed.
8. Liquidated Damages Clause for delays: The applicable rate is 0.5% per week and maximum deduction is 10% of the contract price.
9. If the deliveries are not maintained and due to that account the purchaser is forced to buy the material at your risk and cost from elsewhere, the loss or damage that may be sustained there by will be recovered from the defaulting supplier.
10. **Payment: - No advance payments are allowed**
 - a. INDIGENIOUS

For Indigenous items, 100% payment after supply, installation and demonstration of the whole system/software to the satisfaction of the Institute/ Scientist/Technologist/Indenter/Professor etc and submission of performance bank guarantee (PBG).

11. IIT Hyd is registered with Dept. of Scientific & Industrial Research, Govt. of India and concessional customs duty is livable vide notification No.51/96-Customs dated 23.07.1996.
12. Warranty & Maintenance contract / Validity of the Software: **Two (02)** year from the date of installation.
13. Installation & Testing: The installation shall be completed within a week from the date of intimation regarding the arrival of the equipment in the institute. The installed system shall be performance tested at our premises in accordance with the manufacturer's/supplier's recommendation/specifications. Tests shall demonstrate the proper operation of the instrument and all components.
14. All supplies are subject to inspection and approval before acceptance. Manufacturer warranty certificates and manufacturer/Government approved lab test certificate shall be furnished along with the supply, wherever applicable.
15. Kindly furnish your PAN & GST Number etc. in your quotation for our records.
16. Conditional tenders will not be accepted.
17. **Requirement of registration:** Vide Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.
 - i. Any bidder from a country sharing a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT).
 - ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
 - iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
 - iv. An entity incorporated, established or registered in such a country; or
 - v. A subsidiary of an entity incorporated, established or registered in such a country; or
 - vi. An entity substantially controlled through entities incorporated, established or registered in such a country; or

- vii. An entity whose beneficial owner is situated in such a country; or
- viii. An Indian (or other) agent of such an entity; or
- ix. A natural person who is a citizen of such a country; or
- x. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

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

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

- a. IIT Hyd shall compare all substantially responsive bids to determine the lowest valued bid. This Institute is following and abide with the Public Procurement (Preference to Make in India), Order 2017, DIPP, MoCI Order No. P-45021/2/2017-B.E.II dated 15th June 2017 and its subsequent amendments. Accordingly, preference will be given to the Make in India products while evaluating the bids, however, it is the sole responsibility of the bidder(s) to specify the product quoted by them is of Make in India product along with respective documentary evidence as stipulated in the aforesaid order in the technical bid itself.
- b. As per the above order and its subsequent amendments "Local Content" means the amount of value added in India which shall be value of the item procured (excluding net domestic indirect taxes) minus the value of the imported content in the item (including all the custom duties) as a proportion of the total value, in percent. Accordingly, the suppliers will be classified in following categories.
 - i) Class I local Supplier – has local content minimum 50%
 - ii) Class II local Supplier – has local content minimum 20%
- c. **Verification of Local Content:** The Class I Local Supplier /Class II Local Supplier at the time of bidding shall be required to indicate the percentage of local content and provide self-certification as per Annexure D that the items offered meet the local content requirement. The details of the location(s) at which the local value addition is made also needs to be specified.
- d. **The bidders can be debarred for a period up to two years as, per Rule 151(iii) of GFR 2017, in case of false declaration.**

Complaint Redressal Mechanism:

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

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

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

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

19. ARBITRATION:

- a. Unless otherwise specified, in all cases of disputes which cannot be settled by mutual negotiations, the disputes or differences shall finally be settled and binding on both parties by arbitration in conformity with the rules of Indian Arbitration Act, 1940. All disputes or differences what so ever arising between the parties out of relating to the construction, meaning and operation or effect of the general terms and conditions including the Purchase Order or the breach thereof shall be settled by Arbitration Act, 1940 and the award made in pursuance thereof shall be binding on the parties.
- b. Performance of the purchase order shall continue during arbitration and any subsequent proceedings.
- c. The Jurisdiction and Venue of arbitration shall be Hyderabad. The Arbitrator will be the Director, IIT Hyderabad, or his nominee.

20. Note for MSME/NSIC Bidder: If in the view of bidder, any exemption /preference/ 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.

21. All disputes shall be settled in the courts of Hyderabad/Sangareddy only.
22. The Director, IIT Hyd reserves the right to accept the offer in full or in parts or reject summarily or partly and also reserves the right to cancel the tender at any stage without assigning reasons.
23. **Tender Fees** : Tender Fees of **Rs. 1,180/- (including 18% GST)** in the form of Demand Draft/Bankers cheque in the name of Director IIT Hyd, should be submitted. The Demand Draft/Bankers Cheque in original should be posted/couriered/given in person to the Stores & Purchase Section of IIT Hyd , before the last date of Opening of Technical Bid. In case of non-receipt of original document before the due date of opening of technical bid, the uploaded bid will be summarily rejected.

For Online Payment of EMD /& Tender Fees : The EMD/Tender Fees can be also be paid online , the bank details are as follows:

| Name of the Bank & IIT Hyderabad | Account Number | IFSC CODE | Branch code |
|----------------------------------|----------------|-------------|-------------|
| SBI | 30412797764 | SBIN0014182 | 14182 |

The Online payment proof needs to be uploaded along with the Technical Bid.

Technical Specifications/ Requirements:

12011319-CFX Opus 96 Real-Time PCR Machine

Real-time PCR (qPCR) Technical Specifications

1. The system should be capable of qualitative and quantitative detection of nucleic acids and discovery of genetic variations.
2. Touch screen for standalone operation
3. Operating System – Windows 10 IoT
4. Should have honeycomb peltier to accommodate low profile 96 x 0.2 ml tubes, strips or 96 well plate.
5. Sample volume capacity – 1 to 50 μ l.
6. Dynamic Gradient enabled where each row achieves a different temperature.
7. 6 filtered LEDs and 6 filtered photodiodes to work within the excitation and emission range of 450-730 nm.
8. Multiplex analysis of up to 5 fluorescent probes / targets per well.
9. Factory calibrated fluorophores: FAM/SYBR Green, VIC/HEX/Yellow/JOE/TET, CAL Fluor Gold 540, Cal Fluor Orange 560, ROX, Texas Red, CAL Fluor Red 610, TEX 615, Cy5, Quasar 670, Quasar 705, Cy5.5.
10. All the mentioned dyes are factory calibrated and frequent calibrations are not required.
11. New dyes should be calibrated in the machine without any additional hardware or filter changes.
12. The system should not require internal reference dyes such as ROX.
13. Should have an operating temperature of 4-100°C. Temperature accuracy of the system should be $\pm 0.2^\circ\text{C}$ and temperature uniformity of $\pm 0.3^\circ\text{C}$.
14. Ramping speed is 0.1-5 $^\circ\text{C}$.
15. The system should have a dynamic range of 10 orders.
16. Open system and is compatible with various chemistries - SYBR Green, EVA Green, TaqMan probes, Molecular Beacon, Scorpene probes etc.

Warranty: 2 years from the date of successful download & installation.

For any technical query related to enquiry you may to contact

Prof. T. Shashidhar, Department of Civil Engineering,
Email: shashidhar@ce.iith.ac.in

For Commercial query:

Mr. K. Ramesh Kumar - Assistant Registrar, Email : ar.stores@iith.ac.in

Mr. Venkatesh M - Senior Assistant Registrar, Email : ar.purchase@iith.ac.in

Ms. D Chanchala Devi- Deputy Registrar, Email : hos.snp@iith.ac.in

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

ANNEXURE - A

UNPRICED TECHNICAL BID

(Bidder should provide the following details on Letter head)

Quotation No :

Date:

Name of the Bidder _____

GeM bid No. _____

| Sr.No | Item Description | Country of Origin | Make & Model | HSN Code | GST % | 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 | : |

ANNEXURE – B

MANUFACTURER’S AUTHORIZATION & WARRANTY SUPPORT DECLARATION

(ON OEMs Letter head)

Date:

Tender No / GeM bid no:

To
The Director,
Indian Institute of Technology Hyderabad,
Kandi, Hyderabad – 502 284

We, _____ [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, warranty, availability of spare parts and AMC support in accordance with the Terms and Conditions of Contract with respect to the Goods offered by the above firm.

Authorized representative of the Manufacturer

Authorized representative Bidder

Signature:

Signature:

Name:

Name:

Address:

Address:

Mobile No:

Mobile No:

Email ID:

Email ID:

Declaration for Local Content (on OEM's Letter Head)

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

Date: _____

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

Sub: Declaration of Local content

Tender Reference No: _____

Name of Tender / Work: - _____

1. Country of Origin of Goods being offered: _____

2. We hereby declare that items offered has ___% local content (**Please provide exact %**).

3. Details of location at which local value addition will be made / made: (Complete address to be mentioned) _____

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

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

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

ANNEXURE D

CERTIFICATE BY BIDDER- DPIIT REGISTRATION

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

Signature with Date and Stamp
Of the Bidder

ANNEXURE E

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 preceding three years from the date of publishing of tender.

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.:

ANNEXURE F

BIDDER INFORMATION FORM

Company Name : _____

Registration Number : _____

Manufacturer /Distributor for the quoted product : _____

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)



Indian Institute of Technology Hyderabad

Kandi, Sangareddy - 502 284, Telangana, India

Phone: 040-23016071:

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

CONTACT DETAILS

Contact Name: _____

Email Id : _____

Designation : _____

Phone No : (____) _____

Mobile No : _____

BANK DETAILS

Name of Beneficiary : _____

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

Name of Bank : _____

IFSC NO. (Bank) : _____

Branch Address and Branch Code: _____

Other Details

Vendor's PAN No. _____

Vendor's GST _____

ANNEXURE - G

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/GeM Bid 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/ organization 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/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE –H

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To
Indian Institute of Technology Hyderabad.
Kandi, Sangareddy 502284

WHEREAS _____(Name of Bidder) (hereinafter called "the Bidder" has submitted its Bid dated _____ (Date) for the execution of (Name of Contract)_____ Tender no & Date: _____(hereinafter called "the Bid") in favour of _____hereinafter called the "Employer" (IFSC Code: SBIN0014182 ;

KNOW ALL MEN by these presents that we, _____(name of the issuing Bank), a body corporate constituted under the _____having its Head Office at _____amongst others a branch/office at _____ (hereinafter called "the Bank" are bound unto the employer for the sum of Rs _____(Rupees _____only) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents;

THE CONDITION of this obligation is:

If the bidder withdraws or amends their offer of empanelment before finalization of empanelment by the employer,

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence the above condition.

Notwithstanding anything contained herein

- i. Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____only)
- ii. This Bank Guarantee **(it should be valid six months from the date of issue of BG)** is valid up to _____ and
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____(mention period of guarantee as found under clause (ii) above plus claim period)

Dated _____ day of _____ 20__

SIGNATURE OF THE BANK

ANNEXURE - I

FORMAT FOR PERFORMANCE BANK GUARANTEE

To
Indian Institute of Technology Hyderabad.
Kandi, Sangareddy 502285

Dear Sirs,

In consideration of the Indian Institute of Technology Hyderabad (hereinafter referred to as the "Buyer" which expression shall unless excluded by or repugnant to the context or meaning thereof, include its successors administrators and assigns) having issued to (Name of the seller) with its Registered / Head Office at (hereinafter referred to as the "Seller" which expression shall unless excluded by or repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) an order bearing Purchase Order No. dated and the same having been unequivocally accepted by the seller resulting into a Contract between the buyer and the seller for supply of, more fully described in the said Purchase Order and the buyer in terms of one of the provisions of the said Purchase Order and whereas the Seller has undertaken to produce a Bank Guarantee amounting to Rs. _____, which is 5% of the Contract value in aggregate for Performance and Warranty to the Buyers.

We, the _____ bank hereby expressly, irrevocably and unreservedly undertake the guarantee as Principal obligators on behalf of the SELLER that, in the event that the BUYER declares to us that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the BUYER by reason of breach/failure to perform by the said SELLER of any of the terms and conditions in the contract related to the Performance and Warranty clauses, we will pay you, on demand and without demur, all and any sum up to (5% of the contract value) Rs. _____ only at any one instance under this Guarantee. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We shall not be entitled to ask you to establish your claim or claims under this guarantee but will pay the same forthwith without any protest or demur. We undertake to effect the payment upon receipt of such written demand.

We shall not be discharged or released from the undertaking and guarantee by any arrangements, variations made between you and the SELLER, indulgence to the SELLER by you, or by any alterations in the obligations of the SELLER or by any forbearance whether as to payment, time performance or otherwise.

We further agree that any such demand made by the BUYER on the Bank shall be conclusive, binding, absolute and unequivocal notwithstanding any difference or dispute or controversy that may exist or arise between you and the Seller or any other person.

In no case shall the amount of this guarantee be increased.

This Performance-cum-Warranty guarantee shall remain valid for a period until 60 days beyond the warranty period i.e. upto _____

Subject to the terms of this Bank Guarantee, the issuing bank hereby irrevocably authorizes the beneficiary to draw the amount upto Rs. _____ (5% of the total contract value) for breach/failure to perform by the Seller of any of the terms and conditions of the contract related to performance and warranty clause. Notwithstanding anything mentioned herein, the total drawings under the Guarantee by the buyer shall not exceed 5% of the total contract value. Partial drawing and multiple drawings under this Bank Guarantee are allowed within the cumulative amount and subject to each such drawing not exceeding 5% of the contract value.

This guarantee shall be a continuing guarantee and shall not be discharged by any change in the constitution of the Bank or in the constitution of M/s. _____. We undertake not to revoke this guarantee during the currency except with previous consent of BUYER in writing.

Notwithstanding anything contained herein above:

- a) Our liability under this Guarantee shall not exceed Rs. _____ (Rupees _____ only (in words)
- b) This Bank Guarantee shall remain valid until 2 months from the date of expiry of warranty period of the contract i.e. upto _____ (mention the date) which is 2 months after expiry of the warranty period and the BG shall cease to be valid after _____ irrespective whether the Original Bank Guarantee is returned to us nor not.
- c) We are liable to pay guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written demand or a claim in writing on or before _____ (Expiry Date)

Dated the _____ day of _____ (month and year)

Place

Signed and delivered by _____ (name of the bank)

Through its authorized signatory